

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

AGENDA OF THE ROLLA CITY COUNCIL
Monday, December 4th, 2023; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

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

PLEDGE OF ALLEGIANCE
Councilman Kessinger

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes – November 6, 2023
 - 2. Closed Session City Council Minutes – November 6, 2023
 - 3. City Council Minutes – November 20th, 2023
 - 4. Closed Session City Council Minutes – November 20th, 2023

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – October 2023
- b. Building Codes monthly report – October 2023
- c. Municipal Court Summary Reporting for October 2023
- d. Police Department Monthly Report – October 2023
- e. Animal Control Division Report – October 2023
- f. RMU financials and statistics for October, 2023
- g. The Centre Income Statement ending October 2023
- h. P&Z Commission Minutes for November 14th, 2023
- i. Community Garden Exploratory Meeting Minutes for November 9th, 2023
- j. Board of Adjustment Minutes for November 2, 2023
- k. Airport Advisory Committee Minutes for August 3rd, 2023
- l. City of Rolla Financial Report ending October 2023

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

V. **OLD BUSINESS** –

- A. **Ordinance** to approve the vacation of a utility easement and alley at property addressed as 610 E 10th Street. (City Planner Tom Coots) **Final Reading**

VI. **NEW BUSINESS** –

- A. **Ordinance** to approve Task Order #4 with Archer-Elgin to provide professional services to prepare plans and specifications for Pine Street Lighting. (Pw Director Darin Pryor) **First Reading**
- B. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Rolla Public Library. (Finance Director Steffanie Rogers) **First Reading**
- C. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Rolla Rural Fire. (Finance Director Steffanie Rogers) **First Reading**
- D. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Shady Oaks Sewer District. (Finance Director Steffanie Rogers) **First Reading**
- E. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Cedar Grove Sewer District. (Finance Director Steffanie Rogers) **First Reading**
- F. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and College Hills Sewer District. (Finance Director Steffanie Rogers) **First Reading**
- G. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Phelps County Emergency Services Board. (Finance Director Steffanie Rogers) **First Reading**

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

- A. **Motion** to approve the purchase of vehicle equipment from Public Safety Upfitters for 8 Tahoes. (Police Chief Fagan)
- B. **Motion** to award bid for the purchase of 1000 poly refuse carts to Schaefer Carts. (Environmental Services Director Roger Pankey)
- C. **Motion** to award bids to Hutcheson Ford and Taylor Dodge for the purchase of multiple city vehicles. (PW Director Darin Pryor)

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. Update on City Counselor Services
- B. **Motion** to re-appoint Ted Read to the Board of Public Works for a 4 year term (exp Aug 2027)

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

XI. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (12) Contract Negotiations

XII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 6TH, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Lister Florence, Matt Fridley, Jaired Hall, Rob Kessinger, Kevin Greven, Victoria Steen and Tina Balch

Council Members Absent: Stanley Mayberry

Department Directors and Other City Officials in Physical Attendance: Police Captain Doug James, Fire Chief Jeff Breen, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, City Planner Tom Coots, Parks Director Floyd Jernigan, Environmental Services Director Roger Pankey, Recreation Centre Director Marci Fairbanks and City Counselor Carolyn Buschjost.

Mayor Louis J. Magdits IV called the meeting to order at approximately 6:30 p.m. and asked Councilman Lister Florence to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A. Consider Approval of the City Council Minutes of:

1. City Council Minutes – October 2nd, 2023
2. Closed Session City Council Minutes – October 2nd, 2023
3. City Council Minutes – October 16th, 2023

A motion was made by Johnson and seconded by Vroman to approve the minutes. A voice vote showed the following, 10 Ayes, zero Nays, 2 Absent (Mayberry and Hall)

*Note: Councilman Hall joined the meeting at 6:32 pm.

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – September 2023
- b. Building Codes monthly report – September 2023
- c. Municipal Court Summary Reporting for September 2023
- d. Police Department Monthly Report – September 2023
- e. Animal Control Division Report – September 2023
- f. RMU Board of Public Works Report for October 3rd, 2023
- g. The Centre Income Statement ending September 2023

November 6th, 2023

- h. P&Z Commission Minutes for October 10th, 2023
- i. DRC Minutes for October 17th, 2023
- j. City of Rolla Financial Report ending August 2023
- k. Park Advisory Meeting Minutes for September 27th, 2023

IV. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. Stevie Kears – Executive Director, Rolla Chamber: Proposed expansion of Motel Tax.
Ms. Kears reviewed for Council that tourists pay a 3% hotel/motel tax. 90% of the amount collected goes to the Rolla Chamber of Commerce to support tourism efforts. The other 10% is retained by the City of Rolla for Administrative fees (2%) tourism efforts and events (8%). The Chamber of Commerce is requesting that Rolla City Council consider placing on the ballot of the April 2024 municipal election, the option for a 2% tax increase proposal to be imposed on travelers for a total 5% Hotel/Motel tax (current 3% + proposed 2%). This would generate an estimated \$250K a year to the tourism budget to help with continued efforts and allow for the advancement of new digital marketing, tracking programs, tourism grants and an additional staff position.
- B. Lana Croft, Prevention Educator with Prevention Consultants - drug prevention programs in Rolla Public Schools.
Ms. Croft shared with Council their evidence based program being taught in Rolla Public Schools, called Too Good For Drugs. The program teaches kids to resist internal and external urges for drugs. Jamie Myers also spoke on the program and shared the vital statistics that fuel the need for such a program.

V. **OLD BUSINESS** –

- A. **Ordinance** rezoning 726 Salem Ave from the R-1, Suburban Residential district to the C-2, General Commercial district. (City Planner Tom Coots) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4766: AN ORDINANCE TO APPROVE THE RE-ZONING OF A PORTION OF PROPERTY ADDRESSED AS 726 SALEM AVENUE FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE C-2, GENERAL COMMERCIAL DISTRICT. A motion was made by Greven and seconded by Higgins to approve the ordinance. A roll call vote showed the following. Ayes: Kessinger, Steen, Vroman, Chirban, Balch, Johnson, Higgins, Hall and Greven. Nays: Florence. Abstention: Fridley. Absent: Mayberry.
- B. **Ordinance** to enter into agreement with McConnell & Associates out of St. Louis, MO for 6 USA Pickleball standard courts. (Parks Director Floyd Jernigan) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4767: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MCCONNELL & ASSOCIATES. A motion was made by Kessinger and seconded by Vroman to approve the ordinance. A roll call vote showed the following: Ayes: Florence, Johnson, Chirban, Fridley, Vroman, Steen, Higgins, Hall, Balch, Greven, and Kessinger. Nays: none. Absent: Mayberry.

C. **Ordinance** to approve the increase of waste collection fees. (Environmental Services Director Roger Pankey) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4768: AN ORDINANCE REPEALING SECTION 18-14 (a), 18-16 (a), 18-23 AND SECTION 18-25 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS IN LIEU THEREOF PERTAINING TO RESIDENTIAL, SPECIAL, AND COMMERCIAL REFUSE DISPOSAL AND COLLECTION. A motion was made by Greven and seconded by Fridley to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Balch, Greven, Vroman, Steen, Kessinger, Higgins, Hall, Florence, Fridley, and Johnson. Nays: none. Absent: Mayberry.

D. **Ordinance** to update Rolla City Code pertaining to Taxicabs and Limousines. (Finance Director Steffanie Rogers) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4769: AN ORDINANCE AMENDING SECTIONS 38-3 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO LICENSES. A motion was made by Vroman and seconded by Johnson to approve the ordinance. A roll call vote showed the following: Ayes: Greven, Higgins, Steen, Fridley, Chirban, Balch, Johnson, Kessinger, Florence, Hall, and Vroman. Nays: none. Absent: Mayberry.

VI. NEW BUSINESS –

A. **Motion** to allow street closings for Rolla Christmas Festivities December 1st thru December 3rd, 2023 (PW Director Darin Pryor) A representative of the Rolla Area Sister Cities Association was present to share the events for Lichternacht and Christkindl Market Place. A motion was made by Johnson and seconded by Higgins to approve the closures. A voice vote showed 11 Ayes, zero Nays, and 1 Absent.

B. **Ordinance** to approve Aptitude Internet LLC ROW Use Agreement. (PW Director Darin Pryor) The agreement will approve Aptitude Internet as a user of the Right of Way as specified in Chapter 36 of the Rolla City Code. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND APTITUDE INTERNET, LLC.

C. **Ordinance** to approve Aviation Project Consultant Agreement for geotechnical engineering to determine the scope of rehabilitating the taxiway at RNA. (PW Director Darin Pryor) This agreement is to determine the scope of rehabilitating the taxiway at the Rolla National Airport. The \$45,558 will be 100% reimbursed from non-primary entitlement finds from the Federal Aviation Administration which are administrated by MoDOT. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AVIATION CONSULTANT AGREEMENT CITY OF ROLLA, MISSOURI AND WOOLPERT, INC.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

A. **Award** of Bid to All Purpose Erectors/Musco for the Bayless Field Lighting Project and **Ordinance** to enter into agreement with same. (Parks Director Floyd Jernigan) The ordinance was missing from the packet and will be presented to Council at the November 20th meeting for first and final reading. A motion was made by Johnson and seconded by Greven to award the bid to All Purpose Erectors. A voice vote showed 11 Ayes, zero Nays, one Absent.

VIII. CITIZEN COMMUNICATION

- A. Janna Rosalez spoke in support of the Rolla Community Garden off Old St James Road and made suggestions on how to make the garden more effective and profitable.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Motion to appoint Don Morris to the Planning & Zoning Commission for a 4 year term ending Nov 2027. A motion was made by Kessinger and seconded by Chirban to approve the appointment. A voice vote showed 11 Ayes, zero Nays, 1 Absent.
- B. Councilman Greven reminded everyone that Veteran’s Day is Saturday, November 11th and shared information about the Hero’s Marathon at the Veteran’s Memorial Park on November 18th. Saturday is Military Appreciation Day at the MS&T football game.
- C. City Administrator John Butz shared retired PW Director Steve Hargis’ funeral arrangements: Friday, November 11th at Null & Sons Funeral home from 12:00-1:00.
- D. Councilman Vroman requested prayers for Lt. Jacob Banholzer who is currently serving in the Navy in the Red Sea.

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- (2) Real Estate

At 8:08 pm a motion was made by Johnson and seconded by Chirban to go into closed session. A roll call vote showed the following: Ayes: Hall, Chirban, Greven, Vroman, Steen, Kessinger, Higgins, Balch, Johnson, Fridley, and Florence. Nays: zero. Absent: Mayberry.

At 8:40 pm Council returned from closed session where one item of real estate was discussed with no final action.

XII. ADJOURNMENT –

Having no further business, the meeting adjourned at approximately 8:40 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 20TH, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Lister Florence, Jaired Hall, Rob Kessinger, Kevin Greven, Victoria Steen and Stanley Mayberry

Council Members Absent: Tina Balch and Matt Fridley

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, City Planner Tom Coots, Parks Director Floyd Jernigan, Environmental Services Director Roger Pankey, and City Counselor Carolyn Buschjost.

Mayor Louis J. Magdits IV called the meeting to order at approximately 6:30 p.m. and asked Councilman Jaired Hall to lead in the Pledge of Allegiance.

PUBLIC HEARINGS –

- I. Public Hearing and Ordinance to approve the vacation of a utility easement and alley at property addressed as 610 E 10th Street. (City Planner Tom Coots) The applicant is requesting the alley vacated to allow for a planned parking lot for their medical center. At 6:36 Mayor Magdits opened the public hearing. There were no citizens that spoke regarding the topic and the public hearing was closed at 6:37. City Counselor Carolyn Buschjost read the ordinance for its first reading by title: AN ORDINANCE APPROVING THE VACATION OF AN ALLEY AND UTILITY EASEMENT AT 610 E 10TH STREET.

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. RMU General Manager Rodney Bourne reviewed the 4th Quarter Financial Report. Council was updated on current and upcoming water, electric, and fiber projects. Total operating expenses through the 4th quarter of 2023 were \$32,155,062; an increase of \$730,735 for operating expenses. RMU received the Bronze award for Customer Service Award, 1 of 9 power companies recognized in the nation.

- III. **OLD BUSINESS** – **Note:** The items listed under New Business are actually Old Business, mistakenly put in the wrong section.

November 20th, 2023

IV. NEW BUSINESS –

- A. **Ordinance** to approve Aptitude Internet LLC ROW Use Agreement. (PW Director Darin Pryor) City Counselor Carolyn Buschjost read the ordinance for its final reading by title: ORDINANCE 4770: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND APTITUDE INTERNET, LLC. A motion was made by Vroman and seconded by Johnson to approve the ordinance. A roll call vote showed: Ayes: Johnson, Steen, Vroman, Higgins, Chirban, Greven, Kessinger, Florence, Hall, and Mayberry. Nays none. Absent: Fridley and Balch
- B. **Ordinance** to approve Aviation Project Consultant Agreement for geotechnical engineering to determine the scope of rehabilitating the taxiway at RNA. (PW Director Darin Pryor) City Counselor Carolyn Buschjost read the ordinance for its final reading by title: ORDINANCE 4771: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AVIATION CONSULTANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND WOOLPERT, INC. A roll call vote showed: Ayes: Hall, Mayberry, Chirban, Greven, Vroman, Steen, Kessinger, Higgins, Johnson, and Florence. Nays: none. Absent: Fridley and Balch. Nays: None. Absent: Balch and Fridley
- C. **Ordinance** to enter into agreement with All Purpose Erectors for the Bayless Field Lighting Project. (Parks Director Floyd Jernigan) City Counselor Carolyn Buschjost read the ordinance for its first reading by title: ORDINANCE 4772: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND ALL PURPOSE ERECTORS REGARDING THE BAYLESS FIELD LIGHTING PROJECT. A motion was made by Johnson and seconded by Higgins to suspend the rules for final reading. A voice vote showed 9 ayes, 1 Nay (Vroman), and 2 Absent (Balch and Fridley). City Counselor Carolyn Buschjost read the ordinance for its final reading. A motion was made by Chirban and seconded by Higgins to approve the ordinance. A roll call votes showed: Ayes: Vroman, Florence, Steen, Greven, Higgins, Chirban, Johnson, Kessinger, Mayberry, and Hall. Nays: none. Absent: Fridley and Balch.

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion** to approve the purchase of the additional 3 Tahoes through Don Brown Chevrolet. (City Administrator John Butz) Council was asked to ratify the purchase of 8 budgeted patrol vehicles from Don Brown Chevrolet for \$407,824, 5 of which were preauthorized by Council last spring. A motion was made by Chirban and seconded by Greven to approve the purchases. A voice vote showed 10 Ayes, zero Nays, and 2 Absent: Fridley and Balch.
- B. **Motion** to award the bid for a 2023 model Ford F150 (ACO Truck) to Hutcheson Ford. (City Administrator John Butz) A motion was made by Chirban and seconded by Greven to award the bid to Hutcheson Ford for \$44,535. A voice vote showed 10 Ayes, Zero Nays, 2 Absent.

VI. CITIZEN COMMUNICATION – None

VII. MAYOR/CITY COUNCIL COMMENTS –

- A. Councilman Kessinger asked when the possible tax initiatives for the April ballot would be reviewed? Mayor Magdits and City Administrator John Butz stated they were first looking at a Council Workshop tentatively for December 11th to focus on the General Fund. The City must have their ballot items certified by the County Clerk’s office by January 23rd.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A. Councilwoman Johnson shared that the Rolla Chamber of Commerce received the Chamber of the Year Award, presented by the Missouri Chamber of Commerce and Industry. She also shared that the Christmas Parade will be December 2nd at 10:00 am.
- B. Mayor Magdits announced Candidate filing for the April 2nd Election, begins on Tuesday, December 5th at 8:00 am and will end at 5 pm on December 26th, 2023. He also spoke on all that we have to be thankful for during this Thanksgiving Season.
- C. City Counselor Lister Floyd shared that he had attended the First Assembly of God’s mortgage burning celebration.

IX. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- (1) Legal

At approximately 7:30, a motion was made by Vroman and seconded by Johnson to go into closed session. A roll call votes showed: Ayes: Greven, Higgins, Steen, Mayberry, Chirban, Johnson, Kessinger, Florence, Hall, and Vroman, Nays: none. Absent: Balch and Fridley.

At 8:12, Council returned from closed session where two matters of legal litigation were discussed with no final action taken.

X. ADJOURNMENT –

- A. Councilman Greven asked about the status of selecting a new legal team. Mayor Magdits stated there was one firm that had responded to the RFP and that he has asked Councilman Florence and Council Hall to participate in the review process including a couple of the municipalities that the firm currently represents.

Having no further business, the meeting adjourned at approximately 8:19 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

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OCTOBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Oct 2023	Sep 2023	Oct 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Cardboard	128.0 ton	103.0 ton	102.0 ton	1,206.2 ton	1,244.4 ton	1,481.9 ton
Newspaper	50.5 ton	16.0 ton	34.0 ton	315.3 ton	382.1 ton	455.6 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	20.0 ton	42.0 ton	63.5 ton
Aluminum	2.3 ton	0.0 ton	0.0 ton	11.5 ton	13.6 ton	16.1 ton
Steel Cans/Scrap Metal	3.7 ton	3.5 ton	2.6 ton	44.8 ton	46.7 ton	69.7 ton
Plastic	18.6 ton	0.0 ton	0.0 ton	86.6 ton	81.2 ton	98.2 ton
Glass	28.3 ton	0.0 ton	20.0 ton	205.8 ton	201.7 ton	201.7 ton
Batteries	1.0 ton	0.0 ton	0.7 ton	2.6 ton	2.1 ton	2.1 ton
Electronic Waste	3.1 ton	0.0 ton	4.0 ton	27.4 ton	33.0 ton	39.3 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	3.7 ton	0.0 ton	0.0 ton
TOTAL	235.5 ton	122.5 ton	163.3 ton	1,923.9 ton	2,046.8 ton	2,428.1 ton

SERVICES PROVIDED

Type of Service	Oct 2023	Sep 2023	Oct 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Special Pick-ups	37	35	39	438	552	639
Paper Shredding	3.8 hours	2.5 hours	4.5 hours	45.0 hours	50.5 hours	59.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	85	74	78	771	814	953

DISPOSAL TONNAGE

(Sanitation Division)

Material	Oct 2023	Sep 2023	Oct 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Refuse	1,818.5 ton	1,500.1 ton	1,269.4 ton	14,797.4 ton	13,893.9 ton	16,383.3 ton

**Management Report
FISCAL YEAR 2024**

October 2023

BUILDING PERMITS ISSUED	OCTOBER		OCTOBER		YTD		YTD		Δ CHANGE	
	FY 2024		FY 2023		FY 2024		FY 2023		FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	36	\$ 4,709,900	36		36		36			0.0%
Electric, Plumbing, etc. Only	22	\$ -	16	\$ -	22	\$ -	16	\$ -		37.5%
Single Famil Detached	2	\$ 424,000	1	\$ 290,000	2	\$ 424,000	1	\$ 290,000	100.0%	46.2%
Single Family Attached	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Duplexes	1	\$ 300,000	-	\$ -	1	\$ 300,000	-	\$ -		
3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Industrial	1	\$ 2,600,000	-	\$ -	1	\$ 2,600,000	-	\$ -		
Parking Garages,	-	\$ -	2	\$ 25,383	-	\$ -	2	\$ 25,383	-100.0%	-100.0%
Service stations, repair garages	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Offices, banks, professional	-	\$ -	1	\$ 1,100,000	-	\$ -	1	\$ 1,100,000	-100.0%	-100.0%
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Stores, customer	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Towers, antennas	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Signs, attached and detached	5	\$ 18,900	4	\$ 10,700	5	\$ 18,900	4	\$ 10,700	25.0%	76.6%
Residential addition, remodel	2	\$ 57,000	5	\$ 202,684	2	\$ 57,000	5	\$ 202,684	-60.0%	-71.9%
Commercial addition, remodel	3	\$ 1,310,000	6	\$ 632,000	3	\$ 1,310,000	6	\$ 632,000	-50.0%	107.3%
Residential garage, carport	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, single family	-	\$ -	1	\$ -	-	\$ -	1	\$ -	-100.0%	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, all other	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Total Residential Units	4	\$ 724,000.00	1	\$ 290,000	4	\$ 724,000	1	\$ 290,000	300.0%	149.7%
EST. CONSTRUCTION COSTS		\$ 4,709,900		\$ 2,260,767		\$ 4,709,900		\$ 2,260,767	#DIV/0!	108.3%
Building Permit Fees		\$ 9,197		\$ 8,475		\$ 9,197		\$ 8,475	#DIV/0!	8.5%
FEES		\$ 21,697		\$ 16,725		\$ 21,697		\$ 16,725	#DIV/0!	29.7%

INSPECTIONS PERFORMED	OCTOBER	OCTOBER	YTD	YTD	FY
	FY 2024	FY 2023	FY 2024	FY 2023	FY 23 - FY 24
Building Inspections	183	119	183	119	54%
Electrical Inspections	94	58	94	58	62%
Excavation Inspections	0	0	0	0	#DIV/0!
Plumbing Inspections	68	42	68	42	62%
Mechanical Inspections	15	15	15	15	0%
Code Inspections	280	186	280	186	51%
Nuisance Inspections	73	91	73	91	-20%
Business License Inspections	14	12	14	12	17%
TOTAL INSPECTIONS	727	523	727	523	39%

October 2023

	Building	Elec.	Plumb	Mech.	Gen Com	Nuis.	BL	Daily #	N/R	30 Day P	30 Day F	Grass P	Grass F	Trash P	Trash F	Abate Grass	Abate Trash	Summons	# of Inspect.
10/2	8	5	2	0	11	10	2	38	0	1	1	1	0	0	0	0	0	0	3
10/3	5	6	3	0	12	3	0	29	0	0	0	1	1	0	0	0	0	0	3
10/4	4	4	1	1	5	7	0	22	0	1	1	0	2	0	0	0	0	0	3
10/5	11	4	3	2	9	5	2	36	0	0	0	0	0	0	0	0	0	0	3
10/6	2	2	1	0	4	5	4	18	0	3	1	0	0	0	0	0	0	0	3
10/10	12	8	4	3	16	4	0	47	0	1	0	0	2	0	1	0	0	0	3
10/11	10	11	3	0	16	3	3	46	0	1	1	0	0	0	0	0	0	0	3
10/12	9	1	9	0	17	0	1	37	0	0	0	0	0	0	0	0	0	0	2
10/13	4	0	6	0	10	0	0	20	0	0	0	0	0	0	0	0	0	0	2
10/16	17	1	1	0	19	6	0	44	0	1	1	0	0	0	0	0	0	0	3
10/17	5	3	3	1	8	3	0	23	0	0	0	0	0	0	0	0	0	0	3
10/18	3	4	2	1	6	0	0	16	0	0	0	0	0	0	0	0	0	0	1
10/19	12	2	1	1	13	0	0	29	0	0	0	0	0	0	0	0	0	0	1
10/20	2	4	3	2	5	0	0	16	0	0	0	0	0	0	0	0	0	0	1
10/23	21	8	0	0	27	3	0	59	0	0	2	0	4	1	0	0	0	0	3
10/24	11	5	3	1	15	5	0	40	0	3	0	0	0	0	0	0	0	0	3
10/25	15	4	0	0	18	6	1	44	0	0	0	1	0	1	0	0	0	0	3
10/26	12	3	11	1	24	6	0	57	0	0	1	4	0	0	0	0	0	0	3
10/27	3	6	8	2	12	4	1	36	0	0	0	0	0	0	0	0	0	0	2
10/30	7	10	4	0	22	0	0	43	0	0	0	0	0	0	0	0	0	0	2
10/31	10	3	0	0	11	3	0	27	0	0	3	0	0	0	0	0	0	0	3
								0											
	183	94	68	15	280	73	14	727	0	11	11	7	9	2	1	0	0	0	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: Rolla Municipal	Reporting Period: Oct 1, 2023 - Oct 31, 2023	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
II. MONTHLY CASELOAD INFORMATION				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		14	921	207
B. Cases (citations/informations) filed		0	382	0
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		2	27	13
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	148	0
6. dismissed by court		0	0	1
7. <i>nolle prosequi</i>		0	28	8
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	203	22
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		12	1,100	185
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	59	1. # Issued during period	333	
2. # Served/withdrawn during reporting period	61	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,094			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Oct 1, 2023 - Oct 31, 2023
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$3,152.00	Court Automation	\$618.04
Clerk Fee - Excess Revenue	\$351.49	Law Enf Arrest-Local	\$90.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.84	Overpayment	\$0.50
Bond forfeitures (paid to city) - Excess Revenue	\$200.00	Overpayment-E/R	\$0.50
Total Excess Revenue	\$3,714.33	Total Other Disbursements	\$733.54
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	
Fines - Other	\$4,819.50	Bond Refunds	\$200.00
Clerk Fee - Other	\$708.00	Total Disbursements	
Judicial Education Fund (JEF)	\$0.00		
<input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge	\$88.29		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$629.51		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$21.83		
Law Enforcement Training (LET) Fund surcharge	\$177.50		
Domestic Violence Shelter surcharge	\$178.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$500.00		
Total Other Revenue	\$7,122.63		

Rolla Police Department Monthly Report

YTD 2023

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Abandoned/Recovered Property	11	13	17	19	21	31	18	19	13	15			177	207	-14.49%
Abandoned Vehicle	26	15	16	14	22	27	35	31	18	22			226	210	7.62%
Accident - Fatality	0	0	0	0	0	0	0	1	0	0			1	0	#DIV/0!
Accident - Injury	11	17	15	19	18	16	9	22	19	21			167	183	-8.74%
Accident - Leave The Scene	5	16	23	6	14	9	17	15	21	20			146	151	-3.31%
Accident - No Injury	40	41	34	39	26	40	21	37	39	49			366	416	-12.02%
Accident - Private Property	22	16	13	20	26	24	25	24	26	20			216	243	-11.11%
Accident - Road Blocked	7	2	10	9	3	8	2	4	5	1			51	55	-7.27%
Adult Abuse	1	0	0	0	0	0	0	1	0	1			3	3	0.00%
Alarm LE	68	63	68	79	65	60	74	84	73	67			701	687	2.04%
Animal Bite/Attack	2	0	1	4	3	2	3	4	3	2			24	36	-33.33%
Animal Control	93	75	86	120	135	145	134	103	103	107			1,101	1,257	-12.41%
Arson	0	0	0	0	0	0	0	0	0	0			0	0	#DIV/0!
Assault	14	8	6	8	15	12	10	8	17	12			110	162	-32.10%
Assist Agency Non-LEA	81	64	74	61	60	71	72	72	89	63			707	733	-3.55%
Assist Citizen	6	7	6	2	5	13	5	9	9	7			69	69	0.00%
Assist LEA	10	13	11	13	9	16	18	14	12	13			129	158	-18.35%
Assist Motorist	25	18	26	18	23	40	24	31	22	34			261	263	-0.76%
Bomb Threat	0	0	0	0	0	0	0	0	1	0			1	4	-75.00%
Building Lockout	1	0	0	1	2	1	4	3	0	1			13	6	116.67%
Burglary	11	9	7	15	14	11	11	14	10	11			113	153	-26.14%
Business/Building Check	205	227	202	161	180	167	164	179	158	170			1,813	2,729	-33.57%
Call for Police	61	60	62	44	52	53	55	33	45	36			501	673	-25.56%
Check Well Being	97	96	107	129	133	122	133	153	109	108			1,187	1,207	-1.66%
Child Abuse	1	2	3	2	4	1	0	1	2	2			18	26	-30.77%
Child Exploitation/Pornography	2	0	0	0	0	0	0	0	0	1			3	0	#DIV/0!
Confidential Investigation	0	0	0	0	0	0	0	0	0	0			0	2	-100.00%
Conservation Violation	0	0	0	1	0	0	0	0	0	0			1	1	0.00%
Court	10	10	6	11	11	5	2	7	5	9			76	91	-16.48%
Crossing Guard (Officer coverage)	5	3	2	5	3	0	0	1	14	3			36	51	-29.41%
CWB 911 Hangup	209	228	269	315	402	474	294	287	239	268			2,985	1,989	50.08%
Death	1	0	0	0	1	0	0	1	0	2			5	16	-68.75%
Destruction of Property	15	18	16	19	13	18	27	10	15	15			166	190	-12.63%
Disturbance-Fireworks	0	0	0	0	1	8	27	3	0	1			40	37	8.11%
Disturbance-Liquor	2	0	0	0	1	0	0	0	0	0			3	9	-66.67%
Disturbance-Other	71	57	77	67	65	62	63	60	60	65			647	700	-7.57%
Domestic Violence	25	33	32	48	35	41	42	46	36	44			382	413	-7.51%
Driving While Intoxicated	6	10	9	7	11	12	9	13	16	17			110	97	13.40%
Drown/Water Rescue	0	0	0	0	0	0	0	0	0	0			0	1	-100.00%
Drug Paraphernalia	6	11	10	8	6	15	12	14	10	13			105	99	6.06%
Escape	0	0	0	0	0	0	0	0	1	0			1	0	#DIV/0!
Escort - Bank	0	1	0	0	0	0	0	0	0	0			1	1	0.00%
Escort - Courtesy	12	9	5	5	9	6	5	11	11	5			78	52	50.00%
Escort - Funeral	12	4	11	4	6	10	9	10	11	11			88	63	39.68%
Exparte Violation	14	3	13	5	9	5	4	12	3	5			73	67	8.96%
Field Interview	49	35	24	42	55	62	88	62	75	46			538	578	-6.92%
Fight	5	1	3	2	5	6	5	10	7	4			48	47	2.13%
Fingerprints	0	4	3	5	10	5	5	12	20	6			70	55	27.27%
Follow-up	117	128	164	119	150	108	144	143	105	123			1,301	1,211	7.43%
Foot Patrol	0	1	1	1	0	0	0	0	1	1			5	12	-58.33%
Forgery-Counterfeiting	1	0	1	6	2	6	7	6	1	2			32	10	220.00%
Found Body	0	1	1	1	0	0	0	0	0	0			3	1	200.00%
Fraud - Checks/Credit Card	14	19	27	17	25	24	19	22	19	14			200	200	0.00%
Harassment	30	19	19	22	24	33	20	13	16	19			215	250	-14.00%
Identity Theft	3	3	5	6	0	3	0	1	2	6			29	12	141.67%
Information Request	331	322	360	281	307	361	346	365	356	364			3,393	2,782	21.96%
Intoxicated Person	6	5	11	5	6	7	7	11	10	5			73	100	-27.00%
Jail Incident	0	0	0	0	0	0	0	0	0	0			0	1	-100.00%
Juvenile Complaint	9	20	17	13	19	10	10	8	8	12			126	136	-7.35%
Keep the Peace/Standby	9	8	12	15	11	11	7	8	15	14			110	136	-19.12%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Kidnapping	2	0	0	0	0	1	0	0	0	0			3	3	0.00%
Leave without Pay	0	2	0	0	0	0	0	0	1	2			5	6	-16.67%
Liquor Violation	0	1	0	0	0	0	0	0	0	0			1	2	-50.00%
Littering/Dumping	4	0	3	0	0	6	7	3	2	2			27	47	-42.55%
Loitering	2	2	1	2	8	4	5	6	9	2			41	90	-54.44%
Lost or Stolen Property	7	11	10	4	8	9	7	7	13	9			85	60	41.67%
Loud Noise Complaint	24	17	33	32	29	21	6	27	33	49			271	261	3.83%
Malicious Mischief	1	1	4	3	5	1	3	1	1	0			20	13	53.85%
Mental Health	28	15	16	22	28	24	24	28	25	30			240	305	-21.31%
Missing Person	4	4	7	9	7	8	6	5	4	10			64	79	-18.99%
Murder	0	1	0	0	0	0	0	0	0	0			1	0	#DIV/0!
Narcotics Violation	14	21	14	14	15	18	29	11	17	16			169	227	-25.55%
Negotiation Callout	0	0	0	0	0	0	0	0	0	0			0	2	-100.00%
No Business License	0	0	1	0	0	0	0	0	0	0			1	1	0.00%
Open Door	7	4	3	3	10	5	7	10	3	2			54	79	-31.65%
Overdose	8	6	5	2	9	10	6	11	13	12			82	95	-13.68%
Paper Service	14	22	32	24	19	16	18	23	20	13			201	252	-20.24%
Prisoner Transport	8	0	4	1	0	0	0	1	1	3			18	18	0.00%
Property Damage-Non Criminal	1	1	0	3	3	1	1	1	0	0			11	13	-15.38%
Prostitution	0	0	0	1	0	0	0	0	0	0			1	3	-66.67%
Prowler	1	1	6	0	2	7	4	4	5	4			34	42	-19.05%
Public Indecency	0	2	2	4	3	2	4	4	2	0			23	11	109.09%
Public Relations	3	4	11	7	9	5	8	6	14	13			80	114	-29.82%
Pursuit	0	0	1	1	0	1	0	1	0	0			4	3	33.33%
Rape/Sexual Assault	2	0	1	1	1	1	2	2	2	4			16	9	77.78%
Robbery	2	0	0	0	0	0	0	0	1	0			3	3	0.00%
Runaway	7	3	6	8	10	9	17	10	10	10			90	74	21.62%
Search Warrant	2	1	1	2	0	1	0	0	1	0			8	7	14.29%
Vacation/Security Check	18	2	11	11	22	43	43	20	34	19			223	228	-2.19%
Selective Enforcement	0	0	0	0	0	0	0	0	0	1			1	1	0.00%
Sewer Alarm	0	0	1	0	1	0	1	0	2	0			5	4	25.00%
Sex Offenses	3	2	6	1	5	4	0	3	2	3			29	53	-45.28%
Shots Fired	0	3	3	6	3	1	3	2	7	2			30	36	-16.67%
Soliciting	2	4	1	2	1	1	3	0	1	1			16	17	-5.88%
Stabbing	0	0	0	0	0	0	0	0	0	0			0	1	-100.00%
Stabbing or Shooting with Injury	2	0	0	0	0	0	1	0	0	0			3	7	-57.14%
Stalking	3	0	2	0	1	0	1	2	1	1			11	4	175.00%
Stealing	61	58	107	75	93	60	64	65	65	76			724	792	-8.59%
Stolen Vehicle	9	9	14	12	5	8	12	9	5	2			85	80	6.25%
Suicide	0	0	0	1	0	0	0	0	0	0			1	1	0.00%
Suspicious Activity	100	81	61	80	86	88	89	104	87	79			855	955	-10.47%
Suspicious Package/Item	1	0	0	2	1	0	1	2	0	1			8	3	166.67%
SWAT Callout	0	0	0	1	0	0	0	0	0	0			1	3	-66.67%
Tampering	4	2	5	4	5	1	5	8	10	8			52	63	-17.46%
Telephone Harassment	6	11	19	14	18	8	11	13	10	19			129	97	32.99%
Tow Sticker Expired	17	14	12	5	12	13	22	18	8	8			129	155	-16.77%
Traffic Complaint	109	130	130	125	129	128	167	145	134	135			1,332	1,510	-11.79%
Traffic Stop	401	350	282	349	219	290	240	273	251	197			2,852	3,678	-22.46%
Trespassing	56	42	36	45	65	46	54	49	41	42			476	587	-18.91%
Try to Contact	6	14	9	20	18	14	13	9	16	13			132	144	-8.33%
Vehicle Identification	35	38	25	49	39	31	41	33	40	27			358	514	-30.35%
Vehicle Lockout	2	3	1	1	0	0	3	3	5	2			20	24	-16.67%
Vehicle Repossession	8	8	2	7	2	7	4	11	4	3			56	49	14.29%
Veterinary Call	3	3	1	5	6	2	0	2	6	1			29	64	-54.69%
Weapons Violation	3	5	4	3	7	5	6	5	6	4			48	51	-5.88%
Totals	2,752	2,613	2,778	2,774	2,921	3,061	2,924	2,935	2,762	2,682	0	0	28,202	29,981	-5.93%

Rolla Police Department Monthly Report
YTD 2023

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes" (these totals are somewhat fluid as investigations and report processing are not limited to monthly time frames):

	<u>Criminal</u>			<u>Felony</u>						<u>Change from</u>
	<u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Previous Yr</u>
October	0	1	0	6	5	49	1	1	63	
YTD 2023	0	7	6	44	67	433	48	5	610	
2022	0	7	6	93	118	526	45	4	799	-1.48%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	14.59%
2018	0	30	7	84	102	547	34	5	809	-5.49%

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
October	13	3	2
YTD 2023	94	33	8
2022	132	42	11

ANIMAL CONTROL MONTHLY TOTALS

October 2023

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly	2023	2022
	Domestic				Total	YTD Total	YTD Total
City of Rolla	22	3	2	11	38	350	405
Rolla Area	2	0	0	0	2	26	11
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	1
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	1	8
Ft. Leonard Wood	0	0	0	0	0	0	0
Monthly Total	24	3	2	11	40		
2023 YTD Total	165	61	2	149		377	
2022 YTD Total	216	76	1	132			425
Total Phelps County					2	27	20

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly	2023	2022
	Domestic				Total	YTD Total	YTD Total
Animals Adopted ①	12	2	0	0	14	84	119
Animals Claimed	3	1	1	0	5	78	83
Euthanized(III/Injured)	1	0	0	0	1	13	9
Euthanized(Dangerous)	3	0	0	0	3	25	37
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	2	1	1	9	13	90	75
Transferred to Rescue③	0	0	0	0	0	1	8
Wildlife Relocated	0	0	0	2	2	71	50
Other	0	0	0	0	0	2	2
Monthly Total	21	4	2	11	38		
2023 YTD Total	159	52	2	151		364	
2022 YTD Total	197	77	1	108			383

	Monthly	2023	2022			
	Total	YTD Total	YTD Total			
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%			
PR Programs	1	5	11			
Calls for Service	86	1,165	1,150			
Written Warnings	0	0	0			
Citations	0	6	19			
Total Incinerator Hours	0	0	159			



**FINANCIAL STATEMENT
OCTOBER 2023**

RECEIPTS:

Electric, Water, Tax, Sewer and Refuse Charge	\$3,755,577.54	
Accounts Receivable - Miscellaneous	\$209,136.38	
Customer's Deposits - Refundable	\$28,508.14	
Misc Non-Operating Revenue	\$3,904.67	
Total Receipts	<u>\$3,997,126.73</u>	
FSCB ICS Sweep Account Interest (September 30, 2023)	\$236,437.39	
FSCB General Fund Account Interest (September 30, 2023)	\$7,470.30	
FSCB Electronic Payment Account Interest (September 30, 2023)	\$1,559.84	
PCB Super-Now Account Interest (September 30, 2023)	\$0.27	
CEDARS - CD's Interest (September 30, 2023)	\$0.00	
Public Utility Cash in Bank (September 30, 2023)	<u>\$32,014,673.58</u>	
Total Receipts and Cash in Bank		<u><u>\$38,267,268.11</u></u>

DISBURSEMENTS:

Power Purchased	\$1,804,081.48	
Operating Expenses	\$182,542.94	
Administrative and General Expenses	\$121,186.77	
Payroll	\$220,169.05	
Capital Expenditures	\$55,523.51	
Construction in Progress	\$45,775.84	
Stock Purchases (Inventory)	\$2,088.00	
Balance of Customer's Deposits after Finals	\$14,565.51	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$0.00	
Support Payments	\$1,551.22	
457 Plan Employee Contributions	\$11,409.79	
Flexible Spending Account Contributions	\$1,133.28	
U.S. Withholding Tax	\$29,934.02	
Missouri Dept. of Revenue (Sales Tax)	\$50,201.69	
Missouri Dept. of Revenue (Income Tax)	\$11,752.00	
First State Community Bank (Social Security)	\$44,391.20	
Sewer Service Charge	\$524,066.26	
Refuse Service Charge	\$220,949.62	
P.I.L.O.T to City of Rolla	\$124,288.79	
Utility Incentives	\$0.00	
Unclaimed Deposits to State	\$0.00	
Primacy Fees	\$0.00	
Void General Fund Check:	<u>\$0.00</u>	
	<u>\$3,465,610.97</u>	
Cash in Bank (October 31, 2023)	<u>\$32,791,657.14</u>	
Total Disbursements and Cash in Bank		<u><u>\$36,267,268.11</u></u>

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:

Citizens Bank of Newburg, Ck#1291 for \$125.02	\$2,000.00
First State Comm Bk-Electronic Payment Account, Ck#1085 for \$2,253,146.29	\$321,250.08
First State Comm Bk-General Fund, Cks #37397-37528 for \$3,465,833.21	\$4,309,884.80
First State Comm Bk-ICS Sweep Account and Certificates of Deposit	\$195,353.63
PCB-Super Now, Ck #26374 for \$43,226.65	\$3,482.25
Town & Country Bank, Ck#1281 for \$2,580.89	<u>\$4,103.38</u>
Total Public Utility Accounts	<u>\$4,836,074.14</u>

ELECTRIC RESERVES: *

Money Market Account	\$10,195,583.00	Partially Funded
Rate Stabilization Fund	<u>\$60,000.00</u>	Partially Funded
Total Electric Reserves	<u>\$10,255,583.00</u>	

RESTRICTED ELECTRIC RESERVES:

Money Market Account	<u>\$14,151,791.00</u>	FY21 Funded
Total Electric Reserves	<u>\$14,151,791.00</u>	

WATER RESERVES: *

Money Market Account	\$2,866,910.00	Fully Funded
Rate Stabilization Fund	<u>\$681,299.00</u>	Partially Funded
Total Water Reserves	<u>\$3,548,209.00</u>	

TOTAL RESERVES: \$27,955,583.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: \$32,791,657.14



STATISTICS

October 2023

PRODUCTION	
Date of Demand	10/02/2023
Time of Demand	04:00 PM
Billing Demand	47.6 MWH
kWh Purchased	23,284,400
Total Cost	\$1,757,397.41
Cost per kWh	0.073802
Load Factor	65.8%

Pumped #2 Well	0
Pumped #3 Well	3,299,000
Pumped #4 Well	3,203,000
Pumped #5 Well	3,620,000
Pumped #6 Well	3,767,000
Pumped #7 Well	2,284,000
Pumped #8 Well	3,076,000
Pumped #9 Well	3,372,000
Pumped #10 Well	4,018,000
Pumped #11 Well	5,628,000
Pumped #12 Well	3,823,000
Pumped #13 Well	6,088,000
Pumped #14 Well	7,217,000
Pumped #15 Well	2,915,000
Pumped #16 Well	6,722,000
Pumped #17 Well	5,488,000
Pumped # 1 Ind Park Well	1,623,000
Pumped # 2 Ind Park Well	3,254,000
Pumped # 3 Ind Park Well	2,879,000
Total Gallons	72,276,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,038	6,433
Residential - Three Phase	22	20
Commercial - Single Phase	973	526
Commercial - Three Phase	496	313
Power Service	104	90
Industrial	7	2
Area Lighting	16	7
Street Lighting	26	1
Missouri S&T		5
PWSD #2		578
Total	9,682	7,975

ELECTRIC SALES	
Residential - Single Phase kWh	5,847,028
Residential - Three Phase kWh	128,676
Commercial - Single Phase kWh	1,122,758
Commercial - Three Phase kWh	2,908,518
Power Service kWh	6,005,040
Industrial kWh	5,360,280
Area Lighting kWh	17,664
Street Lighting kWh	24,371
Rental Lights kWh	78,141
Total kWh Sold	21,492,476
Demand kW	28,986
Revenue	\$2,076,399.92
Monthly Loss	8.03%
Fiscal Year to Date Loss	8.03%

WATER SALES	
Residential - Single Phase Gallons	20,174,000
Residential - Three Phase Gallons	384,000
Commercial - Single Phase Gallons	7,677,000
Commercial - Three Phase Gallons	6,418,000
Power Service Gallons	13,012,000
Industrial Gallons	3,306,000
Missouri S&T Gallons	4,009,000
PWSD #2 Gallons	2,276,000
Total Gallons Sold	63,256,000
Revenue	\$347,408.38
Pumping Cost, Electric	\$38,076.30
Monthly Unidentified Loss	7.82% **
Fiscal Year to Date Unidentified Loss	7.82% ***

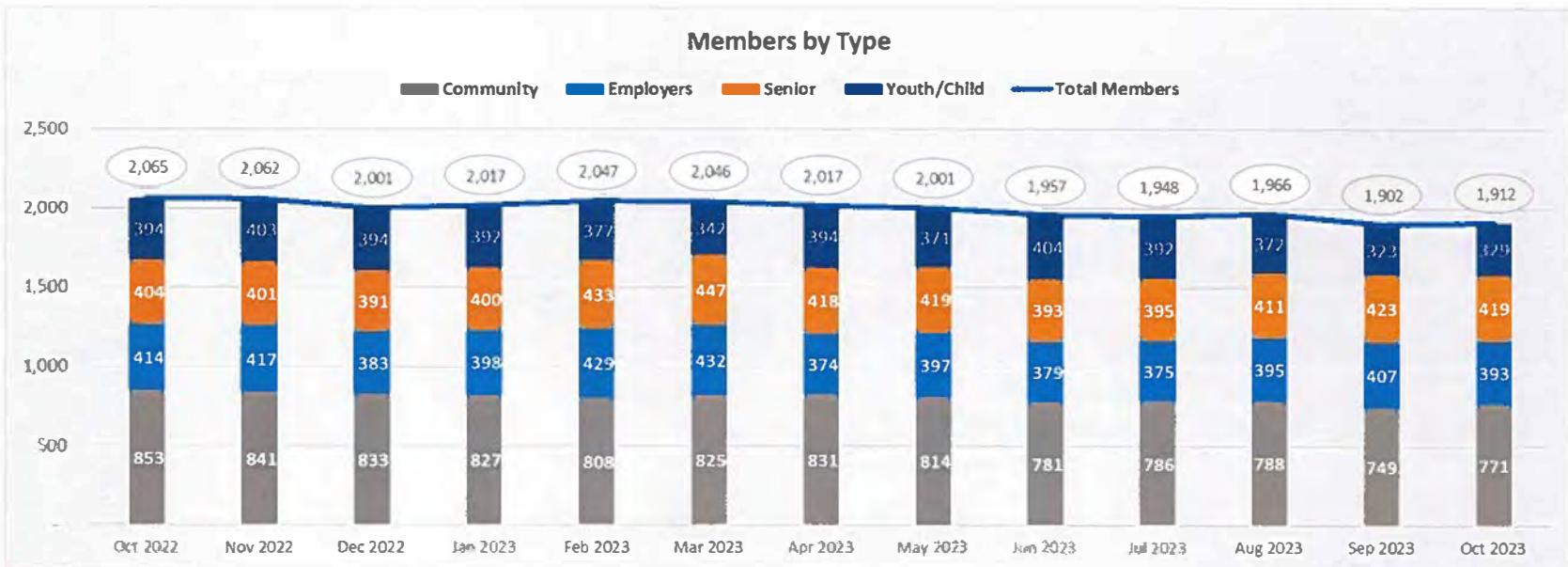
PILOT	\$120,932.42
Sewer Service Charge	\$474,876.52
Refuse Service Charge	\$218,910.29

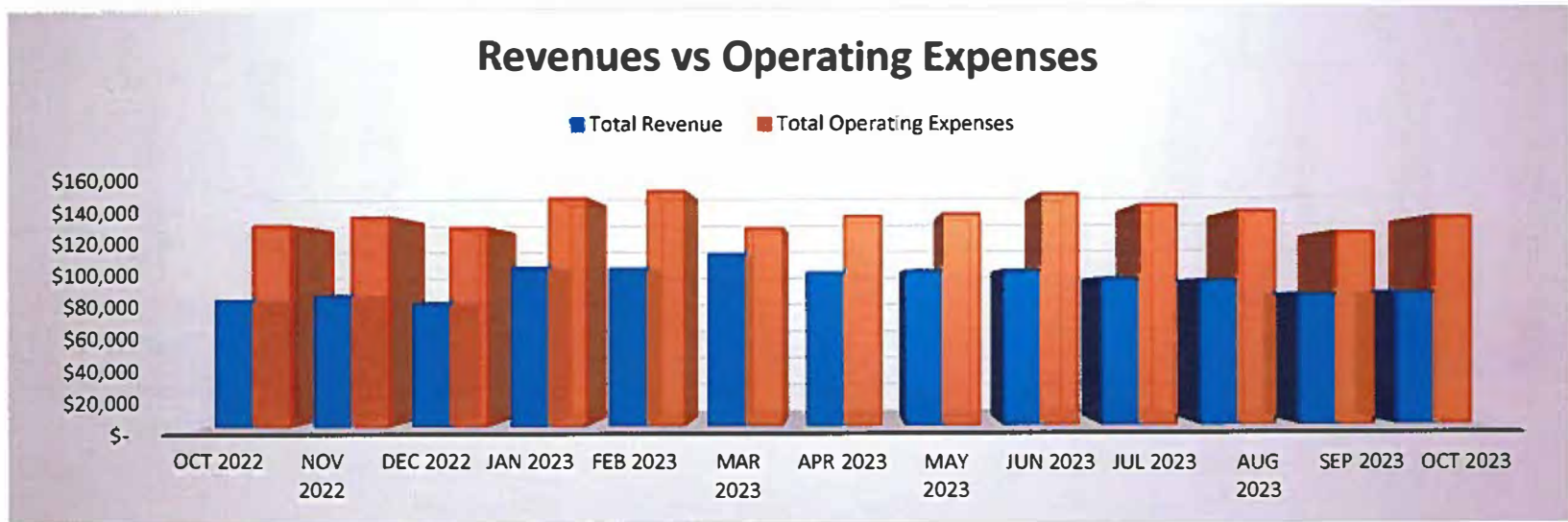
Gross Payroll	\$314,551.32
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** Loss includes 3,366,500 gallons per water main flushing records.
 *** FY loss includes 40,758,900 gallons per water main flushing records.

The Centre Rolla's Health & Recreation Complex
Income Statement
For the 1 Months Ending
October 31, 2023

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	90	144	-38%	149	90	144	-38%	149
Net New & Reactivated Bridge/Freezes	(9)	(9)	0%	(9)	(9)	(9)	0%	(9)
Cancelled	71	96	26%	133	71	96	26%	133
Net	10	39	-74%	7	10	39	-74%	7
Total Members	1,912	1,963	-3%	2,065	1,912	1,963	-3%	2,065
Revenues								
Rental & Other								
Conference Room & Other Rental	\$810	\$500	\$310	\$675	\$810	\$500	\$310	\$675
	810	500	310	675	810	500	310	675
Member Services								
Membership Dues	57,302	60,090	(2,788)	52,505	57,302	60,090	(2,788)	52,505
Guest Fees	3,490	8,000	(4,510)	3,258	3,490	8,000	(4,510)	3,258
Locker Rent	263	75	188	40	263	75	188	40
	61,055	68,165	(7,110)	55,804	61,055	68,165	(7,110)	55,804
Fitness								
Enrollment Fees/Health Assessments	2,090	3,594	(1,504)	240	2,090	3,594	(1,504)	240
Special Programs	150	100	50	1,103	150	100	50	1,103
	2,240	3,694	(1,454)	1,343	2,240	3,694	(1,454)	1,343
Ancillary								
Swim Programs	5,585	11,000	(5,415)	8,142	5,585	11,000	(5,415)	8,142
General Medical Integration	595	990	(395)	743	595	990	(395)	743
Recreation	6,310	8,000	(1,690)	6,386	6,310	8,000	(1,690)	6,386
Café	899	1,250	(351)	324	899	1,250	(351)	324
Pro Shop	60	400	(340)	99	60	400	(340)	99
Personal Training/Pilates	7,262	7,069	193	7,114	7,262	7,069	193	7,114
Children's Area	2,275	3,000	(725)	2,620	2,275	3,000	(725)	2,620
	22,986	31,709	(8,723)	25,427	22,986	31,709	(8,723)	25,427
Total Revenue	87,091	104,068	(16,977)	83,248	87,091	104,068	(16,977)	83,248
Expenses								
Salaries & Burden	91,059	96,527	5,468	92,139	91,059	96,527	5,468	92,139
Other Employee Expenses	4,975	2,000	(2,975)	2,566	4,975	2,000	(2,975)	2,566
General Supplies & Services	357	442	85	715	357	442	85	715
Program Supplies	0	200	200	387	0	200	200	387
Environmental Supplies	0	1,500	1,500	5,952	0	1,500	1,500	5,952
Cost of Goods Sold	673	905	232	517	673	905	232	517
Minor Equipment	699	817	118	1,012	699	817	118	1,012
Repairs & Maintenance/Service Contracts	13,552	9,668	(3,884)	7,500	13,552	9,668	(3,884)	7,500
Marketing & Collateral	5,451	5,600	149	4,794	5,451	5,600	149	4,794
Utilities	15,300	15,625	325	13,382	15,300	15,625	325	13,382
Bank Fees & Miscellaneous	2,996	3,579	583	2,963	2,996	3,579	583	2,963
CAM, Taxes & Fees	3,139	2,665	(474)	1,712	3,139	2,665	(474)	1,712
Total Expenses	138,201	139,528	1,327	133,637	138,201	139,528	1,327	133,637
Net Operating Income	(\$1,111)	(\$5,460)	(\$15,651)	(\$0,389)	(\$1,111)	(\$5,460)	(\$15,651)	(\$0,389)
Management Fees	8,000	10,000	2,000	8,000	8,000	10,000	2,000	8,000
Net Income (Loss)	(\$59,111)	(\$45,460)	(\$13,651)	(\$58,389)	(\$59,111)	(\$45,460)	(\$13,651)	(\$58,389)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$2,038	\$5,170	(\$3,132)	\$3,015	\$2,038	\$5,170	(\$3,132)	\$3,015
Recreation (Net)	\$4,490	\$5,800	(\$1,310)	\$4,680	\$4,490	\$5,800	(\$1,310)	\$4,680
Café (Net)	\$264	\$625	(\$361)	(\$143)	\$264	\$625	(\$361)	(\$143)
Pro Shop (Net)	\$22	\$120	(\$98)	\$49	\$22	\$120	(\$98)	\$49
Personal Training/Pilates (Net)	\$2,759	\$2,828	(\$69)	\$2,169	\$2,759	\$2,828	(\$69)	\$2,169
Children's Area (Net)	\$214	\$844	(\$630)	\$1,066	\$214	\$844	(\$630)	\$1,066
Total Ancillary Services Net Income (Loss)	\$9,786	\$15,387	(\$5,601)	\$10,835	\$9,786	\$15,387	(\$5,601)	\$10,835





Average Dues per Billable Member



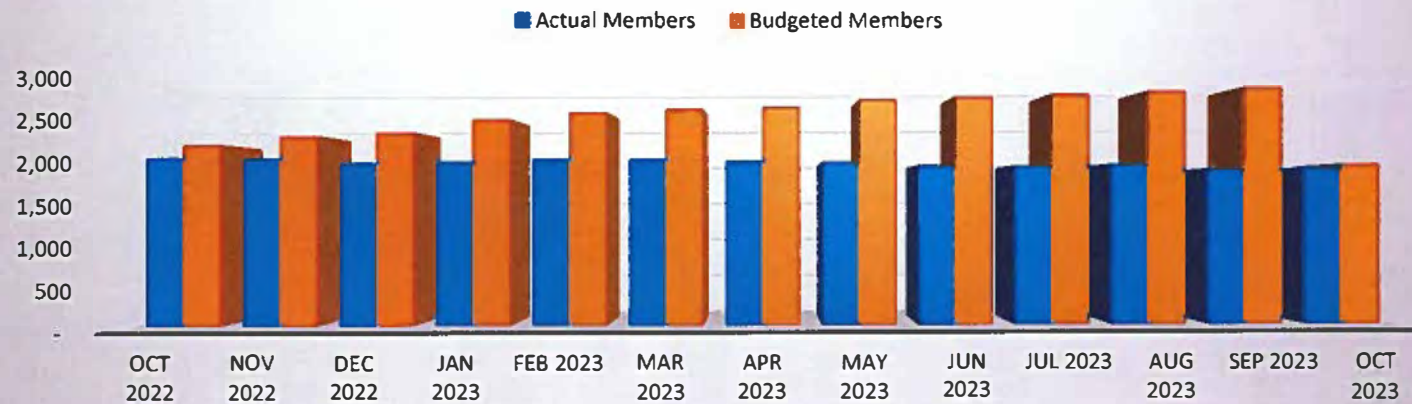
Swim Revenue



Membership Dues Revenue



Total Members



Martin right now the driveway they are using that goes along the alleyway turns and goes out to 10th Street? **Coots** states yes, the public may not be using it but you could physically drive the alley and turn to exit on 10th Street.

Morris why are we considering vacating all of the lots when we only need to vacate the alley between four of the lots? **Coots** rather than doing just a piece of the alley we would like to see if we can vacate the whole alley at once. **Morris** would the homeowners still have access to their property from the back side? **Coots** states yes.

Schmidt opens the public hearing.

David Hoffman, residing at 1008 Iowa Street, owns 606 East 11th Street. States that he uses the alleyway frequently and would like the complete length of it to be cleared and usable.

The Commission members discuss the accessibility of the alleyway.

Schmidt closes the public hearing.

Following some discussion **Schmidt** entertains a motion for a roll call vote.

A motion was made by Don Morris, seconded by Monte Shields, to recommend the vacation of the alley through Lots 5, 6, 7 & 8 and also to vacate the utility easement at the property addressed as 610 East 10th Street. A roll call vote on the motion showed the following: Ayes: Anderson, Chirban, Jordan, Martin, Morris, and Shields. Nays: None. Absent: Crider and Davis. The motion passes.

V. OLD BUSINESS: NONE

VIII. OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE OR STAFF: NONE

IX. CITIZEN COMMENTS: NONE

Meeting adjourned: 5:58 p.m.
Minutes prepared by: Cindy Brown

NEXT MEETING: Tuesday, December 12, 2023

**COMMUNITY GARDEN EXPLORATORY MEETING
THURSDAY, NOVEMBER 9TH, 2023; 6:00 P.M.
EUGENE NORTHERN COMMUNITY HALL**

Presiding: Parks Director Floyd Jernigan and PW Director Darin Pryor

Other City Employees Present: Recreation Manager Andrew Smith, City Clerk Lorri Powell, Ward 2 City Councilwoman Megan Johnson, Environmental Services Director Roger Pankey

Parks Director Floyd Jernigan called the meeting to order at approximately 6:10 p.m.

The meeting opened with introductions from City Staff as well as from the 12 citizens that were present. Those present were active gardeners and/or were a member of a group that had interest in the garden; Parks Commission, MU Extension, Rolla Community Garden Board, Rolla Downtown Farmers' Market, and Common Grounds Community Garden.

Charlie Studyvin gave a brief overview regarding how the garden was created with a grant in 2011, and opened in 2012. The Community Partnership was a key in getting the financial assistance needed. Mr. Studyvin has served as the President of the Community Garden for several years and has expressed that he no longer wishes to do so but that no one has expressed interest in taking on the responsibility.

PW Director Pryor and Parks Director Jernigan asked the citizens for a list of wants and repairs that would make their experience more successful. Some of those requests were: easy access pile of compost, wood chips for weed suppression, water, gardening tools, bathroom, mowing around the perimeter and between fence and plots, and upgraded shed. Mr. Studyvin stated the current winterizing of the hoses and hydrant was not a good system. Only half of the hose is buried and the hydrant needs repairs. Water service is currently shut off at the hydrant to prevent freezing in the portion of the hoses that are not buried.

Mr. Pryor stated that the City will continue providing wood mulch, water, and mowing. It was mentioned the compost previously used by the garden was provided by the University who is no longer providing this service. Mr. Pryor stated the City would be willing to haul loads of local compost if the gardeners ever hear of any available.

If the program continues, fee's for the garden plot rental will increase from the current \$10 to cover water usage fees and cost involved in mowing; pending Council approval. The Garden will also be made ADA accessible.

A citizen mentioned partnering with organizations such the Eagle Scout program, Master Gardeners' Club, and the Downtown Farmers' Market. Phoenix, Manager of the Common Grounds Garden, suggested the Veterans Urban Farm in Columbia, MO be looked at for ideas. There was also talk regarding the garden club not having liability insurance and that if the City had to take on this expense, it would be added to the plot rental fee as well.

Parks Director Floyd Jernigan stated that for the garden to continue, there would have to be Citizen Involvement with a leadership structure of a minimum of 3 board members though 5 would be ideal. A list of active board members along with a copy of Bylaws need to be submitted to the City for review by the second week of January, if not sooner, in order for the City to proceed with an MOU and improvements. Mr. Jernigan will remain the Interim Contact for the Community Garden.

At 7:00 PM the meeting was adjourned.

Minutes respectfully submitted by City Clerk, Lorri Powell.

BOARD OF ADJUSTMENT MINUTES
November 2, 2023
Rolla City Hall

<u>Presiding:</u>	Chairperson Matt Crowell
<u>Members Present:</u>	Matt Miller, John Meusch
<u>Alternates Present:</u>	Jonathan Hines
<u>Members Not Present:</u>	Jacob Rohter
<u>City Officials in Attendance:</u>	Tom Coots, City Planner, and Cindy Brown, Acct. Clerk
<u>Others in Attendance:</u>	James Colby, Archer Elgin

Chairperson **Matt Crowell** called the meeting to order at 5:48 P.M. He recognized the members who were present. **Crowell** swore in all present who intended to speak.

I. APPROVE MINUTES:

Crowell approved the minutes from the July 27, 2023 Board of Adjustment meeting as printed and distributed.

II. OLD BUSINESS:

NONE

III. PUBLIC HEARING:

- 1. VAR2023-03:** Variance from Section 42.325 (9) to allow a fence with barbed wire in the R-4, Urban Multi-family district with a PUD, Planned Unit Development overlay at 1000 N Oak Street.

Tom Coots presents the staff report.

Crowell opens the public hearing.

James Colby on behalf of the Christian Campus Ministries, works for Archer Elgin Engineering. The campus has had issues with homeless persons along the railroad tracks coming onto the property. He presents a drawing of what the proposed fence would look like.

Crowell closes the public hearing and moves into Board deliberation.

1st Criterion: Due to the fact that the property is exposed to the train tracks and the nature of the use, all board members agreed the 1st criterion was met.

2nd Criterion: **Hines** states that due to the safety issue in the back grassed area the barbed wire is needed. **Miller** states that this is the most economical way to secure the area without causing unnecessary hardship. **Meusch** states if the yard is not safe it can't be used for reasonable use. All board members agreed the 2nd criterion was met.

3rd Criterion: **Crowell** states this is an extra expense for the property owners and they did not create the safety issue. **Muesch** agreed. All Board members agreed the 3rd criterion was met.

4th Criterion: **Crowell** states this increases the safety of the neighborhood. **Coots** states the fire department should not need access from the railroad tracks so they have no issues with the fence. **Hines** states the zoning code is written for fences where people are walking and traveling, this is not an area where people should be walking. **Crowell** states this may help to discourage people from walking on the railroad tracks. All Board members agreed the 4th criterion was met.

5th Criterion: **Crowell** states they are not asking for 2 strands or razor wire and it won't be an eye sore. All Board members agreed the 5th criterion was met.

6th Criterion: All Board members agreed the 6th criterion was met.

7th Criterion: **Miller** states a rezone would not fix the problem. **Hines** agrees. **Crowell** states it would be a substantial injustice to make them go back through the whole PUD process and waste the City Councils time. **Miller** this seems like a reaction to an unforeseen issue. All Board members agreed the 7th criterion was met.

A motion was made by Jonathan Hines, seconded by John Meusch to approve the application as submitted. A vote on the motion showed the following: Ayes: Crowell, Miller, Meusch and Hines. Nays: None. The motion passes unanimously.

IV. OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE, OR STAFF:

1. Election of vice-chairperson *Tabled from July 27, 2023 meeting:*

A motion was made by Jonathan Hines to nominate Matt Miller, seconded by John Meusch. Motion passed unanimously.

Having no further business, the meeting was adjourned at 6:14 P.M.
Minutes prepared by **Cindy Brown**.

NEXT MEETING:

Thursday December 7, 2023



Airport Advisory Committee Minutes

Thursday August 3rd, 2023

The airport Advisory Committee gathered at 5:00 pm at the Airport Conference room.

In attendance were **Committee members:** Chairman Ed Schmidt, Steve Mason, Jody Eberly, Mike Matthews and Ronald Wilkerson. **Others in attendance:** Public Works Director Darin Pryor, Public Works Executive Assistant Lacie Hammond, Airport Manager Darrin Bacon, Joe Pestka and Laura Koonce (JViation).

The first order of business was to review and approve the minutes from the meeting held on 03-01-2023. Ronald Wilkerson made a motion to approve Steve Mason seconded all approved. The board agreed to change the order of the agenda to move CIP updates to the fourth order of business to give JViation time to arrive.

The second order of business was to discuss the budget. Darin Pryor said that Street Department will be transferring \$300,000 at the start of budget. He proposed that we increase the month to month hangar leases (hangars 10-20) by 10%. The board agreed that there needs to be a lease increase. Overlays would be \$400,000 or less. Ask JViation if the city dig out and have a company come in to overlay.

The third order of business Darrin Bacon stated the fuels ales are strong total is at 9%.

The fourth order of business was Joe Pestka talked about Federal 2025 funds 10% would be available in the fall of 2024. Laura Koonce stated the cost for replacing parts for the runway lights keeps going up for the older system, that it would cost around 1.4 million for a complete replacement of the light system. She is going to have geo-tech check the geo-grade.

The fifth order of business was to go into close session to discuss Real Estate. There being no further matters to discuss the Committee voted to go into closed session to discuss a matter of real estate- a motion made by Ron Wilkerson and was seconded Ed Schmidt and approved unanimously by roll-call vote.

Open session: The committee discussed real estate matters during closed session. Ed Schmidt made a motion to adjourn Steve Mason seconded the Airport Advisory meeting ended at 5:55pm.

**CITY OF ROLLA
CASH ANALYSIS REPORT
October 31, 2023**

GENERAL FUND

CASH IN BANK	\$	234,032.52
NIB GENERAL FUND	\$	36,900.69
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	1,724.35
ASI FLEX 125	\$	18,975.12
TIF ACCOUNT - EATS	\$	103,595.10
TIF ACCOUNT - PILOT	\$	15.05
CASH - PAID UNDER PROTEST	\$	-
INVESTMENT - GOLDMAN	\$	-
INVESTMENTS - GENERAL FUND	\$	1,160,546.82
USE TAX MMA	\$	1,109,870.00
MMA - GENERAL FUND RESERVE REBUILD	\$	2,005,257.74
POLICE EVIDENCE FUNDS	\$	19,749.12
CITY SEIZURES & FORFEITURES	\$	9,854.88
TASKFORCE SEIZURES & FORFEITURES	\$	36,729.00
ANIMAL CONTROL SHELTER COMM PARTNER	\$	136,291.27
ANIMAL CONTROL SHELTER RESERVE	\$	231,003.29
PROPERTY FIRE DAMAGE ACCOUNT	\$	15.04
GENERAL FUND CREDIT CARD ACCOUNT	\$	225,075.96
US BANK ESCROW	\$	-
INVESTMENT CLEARING ACCOUNT	\$	113.86
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	-
GENERAL FUND TOTALS	\$	5,329,749.81

SEWER FUND

CASH IN BANK	\$	489,313.24
NIB GENERAL FUND	\$	185.00
SEWER FUND MMA	\$	1,318,060.48
SEWER FUND DEPREC & RESERVE	\$	411,297.19
INVESTMENTS - GENERAL FUND	\$	2,173.94
GENERAL FUND CREDIT CARD ACCOUNT	\$	74.00
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
SEWER FUND TOTALS	\$	2,221,103.85

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$	186,142.99
NIB ENV SVS FUND	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	1,429.08
MMA PCB	\$	1,759,283.25
ENV SVS CC	\$	138,719.97
INVESTMENT - CDS	\$	-
ENV SVS FUND TOTALS	\$	2,085,575.29

ARPA FUNDING

CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	1,272,336.37
AIRPORT FUND TOTALS	\$	1,272,336.37

CITY OF ROLLA
CASH ANALYSIS REPORT
October 31, 2023

AIRPORT FUND

CASH IN BANK	\$ 98,983.29
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 1,925.05
INVESTMENTS - MMA	\$ 25,421.22
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 30,446.00
AIRPORT FUND TOTALS	\$ 156,775.56

CEMETERY FUND

CASH IN BANK	\$ 2,400.00
CASH - MMA	\$ 350,760.63
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 353,160.63

STREET FUND

CASH IN BANK	\$ 129,633.42
NIB GENERAL FUND	\$ -
TDD PROPERTY RENTAL	\$ 13,026.30
GENERAL FUND MMA	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 750.00
CASH - MMA	\$ 6,558,049.53
MODOT RESERVE	\$ 3,011,082.52
INVESTMENT - CDS	\$ -
STREET FUND TOTALS	\$ 9,712,541.77

RECREATION FUND

CASH IN BANK	\$ (277,411.19)
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
DEPR RES & EQUIP - MMA	\$ -
RECREATION FUND TOTALS	\$ (277,411.19)

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 509,344.15
CASH - HEALTH ACCOUNT	\$ 73,659.65
GENERAL FUND CREDIT CARD ACCOUNT	\$ 2,275.32
HEALTH FUND TOTALS	\$ 585,279.12

PARK FUND

CASH IN BANK	\$ 290,160.59
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - GOLDMAN	\$ 250,000.00
INVESTMENTS - PARK SALES TAX	\$ 109,301.33
PARKS CC	\$ 54,222.29
PARK FUND TOTALS	\$ 703,684.21

PARK LAND RESERVE FUND

CASH IN BANK	\$ 5,185.68
PARK LAND RESERVE ACCOUNT	\$ 9,931.54
PARK LAND RESERVE FUND TOTALS	\$ 15,117.22

GRAND TOTAL ALL FUNDS	\$ 20,885,576.27
------------------------------	-------------------------

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

III.L.2

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
October 31, 2023
8% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$ 14,451,935.00	\$ 617,214.11	\$ 13,834,720.89	4.3%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 769,610.00	\$ 122,615.93	\$ 646,994.07	15.9%
ADMINISTRATION	\$ 352,225.00	\$ 21,853.00	\$ 330,372.00	6.2%
LIBRARY	\$ 431,300.00	\$ 32,570.12		7.6%
FINANCE	\$ 778,195.00	\$ 34,821.75	\$ 743,373.25	4.5%
LEGAL	\$ 117,940.00	\$ 5,001.01	\$ 112,938.99	4.2%
COURT	\$ 147,895.00	\$ 11,197.26	\$ 136,697.74	7.6%
TELECOMMUNICATIONS	\$ 1,476,605.00	\$ 100,858.94	\$ 1,375,746.06	6.8%
ANIMAL CONTROL	\$ 490,155.00	\$ 16,364.49	\$ 473,790.51	3.3%
POLICE	\$ 5,264,010.00	\$ 278,378.02	\$ 4,985,631.98	5.3%
FIRE	\$ 3,945,211.00	\$ 234,695.01	\$ 3,710,515.99	5.9%
ROLLA RURAL FIRE	\$ -	\$ 44,619.80	\$ (44,619.80)	#DIV/0!
BUILDING SERVICES	\$ 118,175.00	\$ 4,709.10	\$ 113,465.90	4.0%
COMMUNITY DEVELOPMENT	\$ 556,050.00	\$ 32,210.54	\$ 523,839.46	5.8%
ECONOMIC DEVELOPMENT	\$ 62,025.00		\$ 62,025.00	0.0%
TOTAL EXPENDITURES	<u>\$ 14,509,396.00</u>	<u>\$ 939,894.97</u>	<u>\$ 13,170,771.15</u>	6.5%
REVENUES OVER/UNDER EXPENDITURES	\$ (57,461.00)	\$ (322,680.86)	\$ 663,949.74	
<u>SEWER FUND</u>				
REVENUES	\$ 5,002,131.25	\$ 42,260.96	\$ 4,959,870.29	0.8%
EXPENDITURES	<u>\$ 5,047,655.00</u>	<u>\$ 196,174.32</u>	<u>\$ 4,851,480.68</u>	3.9%
REVENUES OVER/UNDER EXPENDITURES	\$ (45,523.75)	\$ (153,913.36)	\$ 108,389.61	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 4,110,700.00	\$ 98,871.28	\$ 4,011,828.72	2.4%
EXPENDITURES				
RECYCLING	\$ 474,805.00	\$ 26,008.90	\$ 448,796.10	5.5%
SANITATION	\$ 3,354,525.00	\$ 181,002.05	\$ 3,173,522.95	5.4%
VEHICLE MAINTENANCE	\$ 519,385.00	\$ 40,121.68	\$ 479,263.32	7.7%
TOTAL EXPENDITURES	<u>\$ 4,348,715.00</u>	<u>\$ 247,132.63</u>	<u>\$ 4,101,582.37</u>	5.7%
REVENUES OVER/UNDER EXPENDITURES	\$ (238,015.00)	\$ (148,261.35)	\$ (89,753.65)	
<u>ARPA FUNDING</u>				
REVENUES	\$ 3,000.00	\$ 1,726.64	\$ 1,273.36	57.6%
EXPENDITURES	<u>\$ 1,165,000.00</u>	<u>\$ 1,195.00</u>	<u>\$ 1,163,805.00</u>	0.1%
REVENUES OVER/UNDER EXPENDITURES	\$ (1,162,000.00)	\$ 531.64	\$ (1,162,531.64)	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
October 31, 2023
8% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>AIRPORT FUND</u>				
REVENUES	\$ 1,032,500.00	\$ 41,886.51	\$ 990,613.49	4.1%
EXPENDITURES	\$ 1,084,575.00	\$ 96,513.25	\$ 988,061.75	8.9%
REVENUES OVER/UNDER EXPENDITURES	\$ (52,075.00)	\$ (54,626.74)	\$ 2,551.74	
<u>CEMETERY FUND</u>				
REVENUES	\$ 21,000.00	\$ 3,476.01	\$ 17,523.99	16.6%
EXPENDITURES	\$ 8,000.00	\$ -	\$ 8,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ 13,000.00	\$ 3,476.01	\$ 9,523.99	
<u>STREET FUND</u>				
REVENUES	\$ 8,312,368.75	\$ 567,207.50	\$ 7,745,161.25	6.8%
EXPENDITURES				
STREET	\$ 7,540,500.00	\$ 142,281.99	\$ 7,398,218.01	1.9%
TDD	\$ -	\$ -	\$ -	#DIV/0!
ENGINEERING	\$ 1,142,275.00	\$ 103,899.56	\$ 1,038,375.44	9.1%
TOTAL EXPENDITURES	\$ 8,682,775.00	\$ 246,181.55	\$ 8,436,593.45	
REVENUES OVER/UNDER EXPENDITURES	\$ (370,406.25)	\$ 321,025.95	\$ (691,432.20)	
<u>RECREATION FUND</u>				
REVENUES	\$ 500,600.00	\$ -	\$ 500,600.00	0.0%
EXPENDITURES				
AQUATICS	\$ -	\$ -	\$ -	#DIV/0!
ADMINISTRATION	\$ 487,305.00	\$ 53,545.33	\$ 433,759.67	11.0%
MAINTENANCE	\$ -	\$ 13.45	\$ (13.45)	#DIV/0!
TOTAL EXPENDITURES	\$ 487,305.00	\$ 53,558.78	\$ 433,746.22	11.0%
REVENUES OVER/UNDER EXPENDITURES	\$ 13,295.00	\$ (53,558.78)	\$ 66,853.78	
<u>PARK FUND</u>				
REVENUES	\$ 2,471,000.00	\$ 120,135.10	\$ 2,350,864.90	4.9%
EXPENDITURES				
ADMINISTRATION	\$ 246,955.00	\$ 15,095.62	\$ 231,859.38	6.1%
PARKS	\$ 1,813,990.00	\$ 58,685.96	\$ 1,755,304.04	3.2%
SPLASHZONE	\$ 313,650.00	\$ 2,035.66	\$ 311,614.34	0.6%
OUTDOOR RECREATION	\$ 182,435.00	\$ 8,724.05	\$ 173,710.95	4.8%
TOTAL EXPENDITURES	\$ 2,557,030.00	\$ 84,541.29	\$ 2,472,488.71	3.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (86,030.00)	\$ 35,593.81	\$ (121,623.81)	

CITY OF ROLLA
 REVENUE/EXPENDITURE REPORT - UNAUDITED
 October 31, 2023
 8% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 650.00	\$ 13.48	\$ 636.52	2.1%
EXPENDITURES	<u>\$ 25,000.00</u>	<u>\$ -</u>	<u>\$ 25,000.00</u>	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (24,350.00)	\$ 13.48	\$ (24,363.48)	

III.5



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Vacation of a utility easement and alley at property addressed as 610 E 10th Street
(SUB23-04)

MEETING DATE: December 4, 2023

Application and Notice:

Applicant/Owner - South Central Missouri Community Health Center, Inc. (Four Rivers)
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant has purchased a property with four platted lots which has an alley dividing the property. The applicant plans to develop the property with a parking lot to serve as overflow parking for their planned medical clinic, just across Maple Street. The alley is not in use and was assumed to have previously been vacated. However, no record of vacation has been found. The alley must be vacated to allow for the area to be used for the planned parking lot.

While vacating the alley, the applicant also seeks to vacate a utility easement that also crossed the property. The easement is not in use and is not needed.

The zoning codes were revised recently to change the process for vacations. Under the new process, a vacation application is mostly driven by the City of Rolla staff. As such, staff reviewed the location and determined that vacating the entire alley would be the best approach, rather than a piece-meal approach requiring each land owner to petition separately. Notice was been provided to each impacted land owner.

The Planning and Zoning Commission recommended that the alley vacation be only for the west portion, adjacent to the applicant property due to objections raised by an impacted landowner. Therefore, the ordinance has been reduced to only propose the vacation of the alley and easement at 610 E 10th.

Property Details:

Land area - Approximately 1200 sq. ft. to be vacated

Public Facilities/Improvements:

Utilities - Sanitary sewer and some communications utilities are located in the alley. An easement will be retained.

Comprehensive Plan: The Comprehensive Plan does not provide guidance on street/alley vacations. The adopted Schuman/Ber Juan Neighborhood Plan does indicate that unneeded and abandoned alleys should be vacated to allow for redevelopment.

Discussion: The alley is mostly abandoned, however, the eastern 135 feet is used as a shared access to some adjacent properties with a gravel drive. The drive is not used by the general public and does not appear to be maintained. This portion could be vacated with an access easement to benefit the adjacent properties, if the land owners do not object.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on November 14, 2023 and voted 6-0 to recommend the City Council approve the request for the west 100 feet, adjacent to 610 E 10th Street, only.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice; Exhibit; Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY AND UTILITY EASEMENT AT 610 E 10TH STREET

(SUB23-04)

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

SECTION 1: The location of the alley and easement to be vacated is shown on the attached exhibit.

SECTION 2: The said easement area to be vacated is more particularly described as follows:

The west five feet of Lots 5 and 8 in Block 19 of Holloway Addition to the City of Rolla, Missouri.

SECTION 3: The said alley area to be vacated is more particularly described as follows:

All that part of the 12' Alley that lies between Lots 5 and 6 and Lots 7 and 8 of Block 19 of Holloway Addition to the City of Rolla, Missouri described as follows:

Beginning at the Northwest corner of Lot 7 of Block 19 of said Holloway Addition; thence North 00°17'40" West, 12.00 feet along the East right of way of Maple Street to the Southwest corner of Lot 6 of said Block 19; thence North 89°50'10" East, 100.41 feet along the South line of said Lot 6 and the South line of Lot 5 of said Block 19 to the Southeast corner of said Lot 5 of Block 19; thence South 00°01'50" East, 12.00 feet to the Northeast corner of Lot 8 of said Block 19; thence South 89°50'10" West, 100.35 feet along the North line of said Lot 8 and the North line of Lot 7 of said Block 19 to the Point of Beginning.

SECTION 4: The alley area to be vacated as described in this ordinance shall be retained as a utility easement.

SECTION 5: Pursuant to State Statutes, the ownership of the property to be vacated is to revert to the property owners on each side of the alley.

SECTION 6: That this Ordinance shall be in full force and effect after the its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 4TH DAY OF DECEMBER, 2023.**

APPROVED:

ATTEST:

Mayor

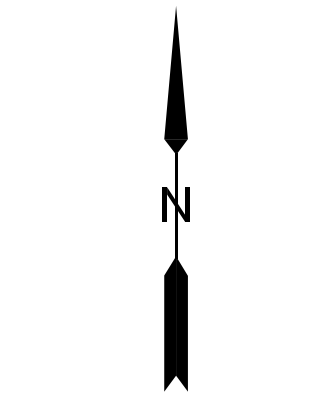
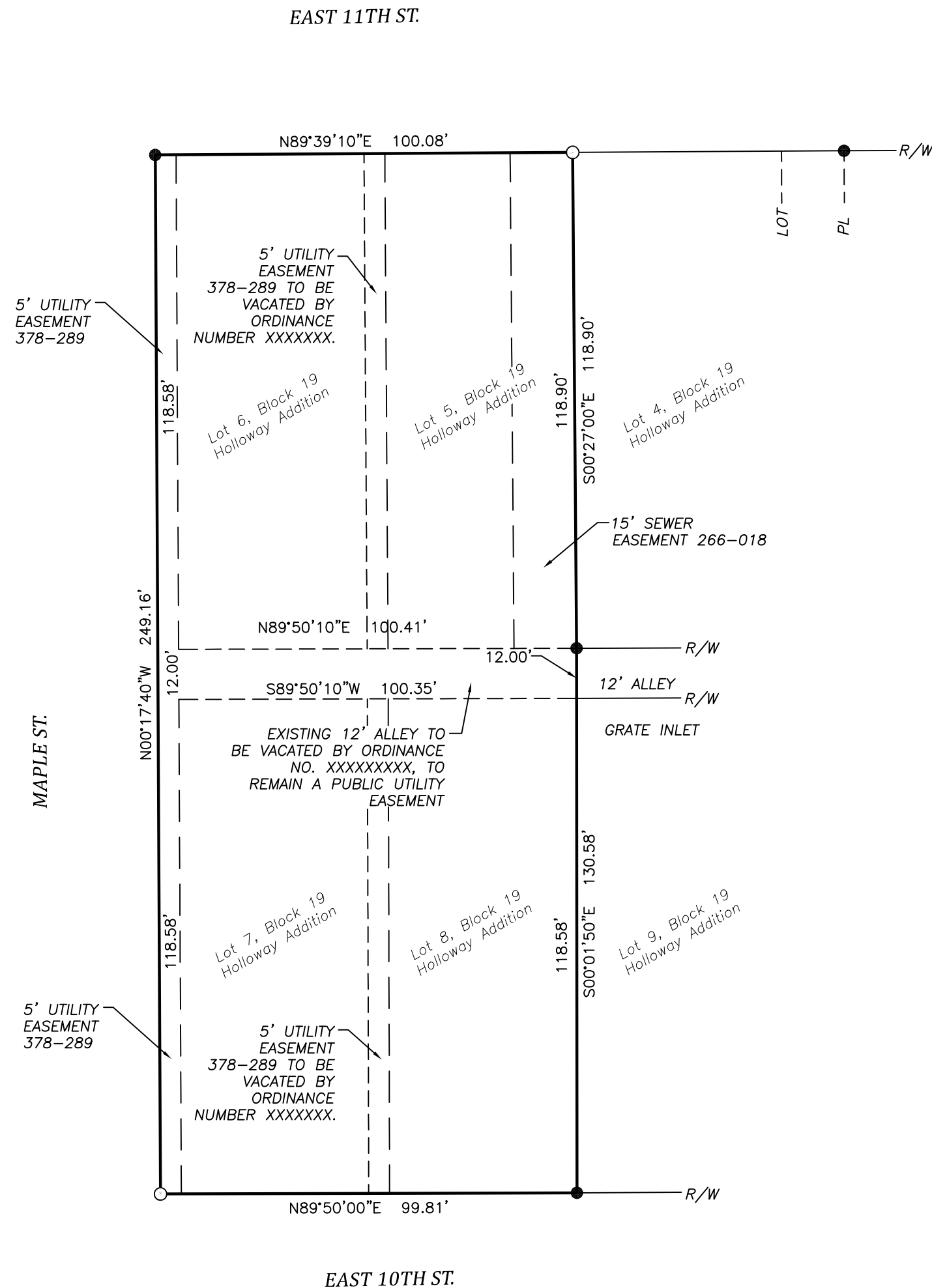
City Clerk

APPROVED AS TO FORM:

City Counselor

FOUR RIVERS

A Resubdivision of Lots 5, 6, 7 and 8 of Block 19 of Holloway Addition
To The City of Rolla, Missouri



STATE PLANE GRID NORTH
MISSOURI CENTRAL ZONE



- SET 1/2" IRON ROD
- FOUND 1/2" IRON ROD
- ◇ CALCULATED POSITION

RECORDER'S CERTIFICATE

This plat was filed for record in my office this _____ day of _____, 2023.
plat recorded at cabinet _____, slide _____.

Robyn Kordes
Recorder of Deeds
Phelps County, Missouri

DESCRIPTION

Lots 5, 6, 7, and 8 in Block 19 in Holloway Addition to the City of Rolla, Missouri as per plat of record.

IMPROVEMENT ACCEPTANCE

Approved subject to construction of improvements in accordance with development plans on file with the City of Rolla. this plat meets current subdivision codes of the City of Rolla.

Darin Pryor, PE
Director of Public Works

Date

Rodney Bourne, General Manager
Rolla Municipal Utilities

Date

Floyd Jernigan
Director of Parks

Date

COUNTY & CITY TAX RELEASE

I hereby certify that all property taxes levied by the County of Phelps and the City of Rolla against the real estate described on this plat have been paid in full for 2022 and all prior years.

Faith Barnes
Collector of Revenue
Phelps County, Missouri

Date

PLANNING AND ZONING APPROVAL

Approved the _____ day of _____, 2023, by
the Planning and Zoning Commission of Rolla, Missouri.

Russell Schmidt, Chairman
Planning and Zoning Commission

Steve Flowers
Community Development Director

NOTES

1. Type Urban Accuracy Standards.
2. Parent Title Reference: 2023-0545.
3. Field work performed in September 2023.
4. A current title report has not been furnished to the land surveyor by the client, and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.

DEDICATION

Whereas, South Central Missouri Community Health Center, Inc., a Missouri Nonprofit Corporation, therein called ("DEDICATOR") is the owner of the premises described on this plat, and

Whereas, DEDICATOR desires to subdivide the land as shown on this plat with said subdivision to be named "FOUR RIVERS".

DEDICATOR does hereby dedicate to the public use forever all easements shown upon this plat and subdivides the premises shown on this plat so that all of said premises will now be known as "FOUR RIVERS".

DEDICATOR does further grant to all political subdivisions and public utilities providing utility services to the land described on this plat the right to install and maintain electrical, sanitary sewer, water, storm water, telephone, cable television, and natural gas lines within and along those places which are designated as utility easements on this plat.

In witness whereof, the DEDICATOR has executed this dedication this _____ day of _____, 2023.

by: _____
Stuart Gibson, CEO

State of Missouri }
County of Phelps } ss.

On this _____ day of _____, 2023, before me personally appeared Stuart Gibson, to me known to be the person described in and who executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires

ACKNOWLEDGMENT OF APPROVAL BY CITY COUNCIL

This is to acknowledge that the City Council of the City of Rolla, Missouri has by ordinance duly adopted and approved this plat and has authorized the same to be filed for record in the Office of the Recorder of Deeds, Phelps County, Missouri.

Louis J. Magdits, IV
Mayor, City of Rolla

Date

Lorri Powell
City Clerk

Date

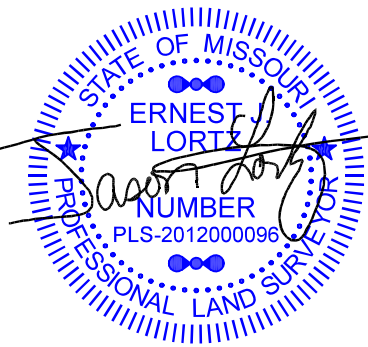
SURVEYOR'S CERTIFICATION

Know all men by these presents:

That I, Jason Lortz, do hereby certify that this plat meets Missouri Minimum Standards for Property Boundary Surveys and was prepared under my supervision from actual survey of the land herein described prepared by Lortz Surveying, LLC dated October 9, 2023 and signed by Jason Lortz L.S. No. 2012000096 and that corner monuments and lot corner pins shown herein were placed under the personal supervision of Jason Lortz L.S. No. 2012000096 in accordance with Article II, Chapter 42, of the City Code of Rolla, Missouri.

Jason Lortz
PLS 2012000096

Date



11/7/23

LORTZ SURVEYING
P.O. Box 767 • 231 W. Commercial Street Lebanon, Missouri 65536
Phone 417-991-8115 • www.lortzsurveying.com • LS: 2012028494

LORTZ
 SURVEYING, LLC

Survey of Lots 5, 6, 7 and 8,
Block 19, Holloway Addition
To The City Of Rolla, Missouri

South Central Missouri
Community Health Center
Rolla, Missouri

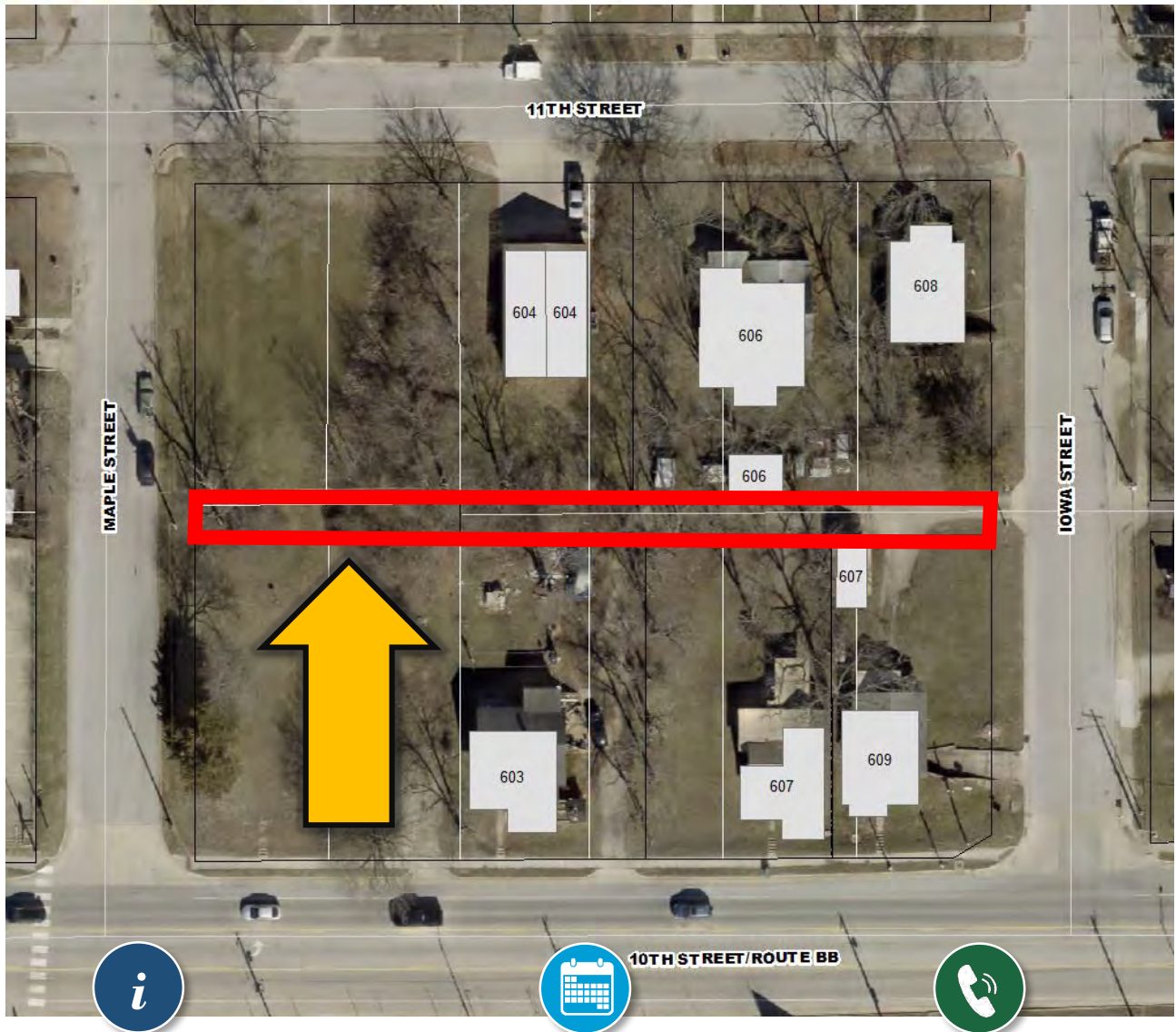
Drawn by
EJL/SJM

Scale 1" = 30'

Survey No.
L-1977

Checked by
EJL

Date
10/9/2023



Project Information:	Public Hearings:	For More Information Contact:
<p>Case No: SUB23-04 Location: Alley located between 10th, 11th, Maple, and Iowa Streets Applicant: Central Missouri Community Health Center and City of Rolla</p> <p>Request: Vacation of alley</p>	<p>Planning Commission November 14, 2023 5:30 PM City Hall: 1st Floor</p> <p>City Council November 20, 2023 6:30 PM City Hall: 1st Floor</p>	<p>Tom Coots, City Planner tcoots@rollacity.org</p> <p>(573) 426-6974 901 North Elm Street City Hall: 2nd Floor 8:00 – 5:00 P.M. Monday - Friday</p>

V.A.6



What is a Vacation?

A vacation is an application to vacate (or remove) all or a portion of a right-of-way adjacent to a property or an easement on a property. The right-of-way or easement must be found to no longer serve any current or future purpose.

What is a Right-of-Way?

In the context of a vacation application, a right-of-way refers to the area which has been dedicated to the City – usually for a public street. An easement is a portion of land that has granted the City the right to use a private property for some public purpose – usually for utilities, drainage, or access.

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting to learn details about the project. You will be given an opportunity to ask questions or make comments regarding the case.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

Alley located at Block 19, Holloways First Addition, Rolla, Phelps County, Missouri

V.A.7



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

**ITEM/SUBJECT: ARCHER-ELGIN PROFESSIONAL SERVICES AGREEMENT
TASK ORDER #4**

BUDGET APPROPRIATION (IF APPLICABLE) \$50,000 DATE: 12/4/23

COMMENTARY:

This agreement provides professional services to prepare plans and specifications for Pine Street Lighting. The Move Rolla TDD set aside funds (\$1.5 million) to reconstruct a portion of Pine Street. Staff is working on the plans to reconstruct Pine Street from Bishop Avenue to 12th Street. This task order will design the street lighting for this project.

Staff recommends approval of the ordinance authorizing the mayor to execute Task Order #4 with Archer-Elgin for \$47,500.00

ITEM NO. VI.A.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CM ARCHER GROUP, P.C., DBA ARCHER-ELGIN FOR PINE STREET LIGHTING– TASK ORDER #4.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and CM Archer Group, P.C., dba Archer-Elgin for Pine Street Lighting - Task Order #4. A copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF DECEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VIA.2

EXHIBIT A

City of Rolla, Missouri Pine Street Lighting Design TASK ORDER NO. 4

This Task Order pertains to an Agreement by and between the City of Rolla, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated July 5, 2022, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: Pine Street Lighting Design

PART 1.0 PROJECT DESCRIPTION:

The City of Rolla is preparing construction documents for the reconstruction of Pine Street from 12th Street to Bishop Avenue (Hwy 63). Archer-Elgin’s is being tasked with the design of street lighting to meet AASHTO requirements, utilizing owner selected fixtures and structures. This includes the electric services and controls, which will require coordination with Rolla Municipal Utilities (RMU).

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A. DESIGN PHASE

Upon authorization to proceed by OWNER, the ENGINEER will prepare plans and specifications showing the general scope, extent, and character of the improvements listed above. The City will provide all bidding documents.

The plans and specifications will be submitted to all required regulatory agencies for their approval and such alterations made as they may require. The plans and specifications will also be submitted to any other agency, which might be involved in the financing of the project.

The design phase will be completed within 180 calendar days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER’s control.

The ENGINEER will advise OWNER of the design progress at least monthly, advising OWNER of any adjustments to the opinion of probable construction costs.

VIA.3

B. BIDDING PHASE SERVICES

ENGINEER shall perform Bidding Phase Engineering as follows:

Provide assistance in obtaining bids, answering questions and attend Pre-Bid Meeting. The City will prepare any addendums and conduct Pre-Bid meeting.

C. CONSTRUCTION PHASE

ENGINEER shall perform Construction Phase Engineering as follows:

Construction Administration – ENGINEER shall: Attend pre-construction conference, review Contractor submittals and shop drawings, provide contract document interpretation and response to requests for clarification, provide assistance to OWNER for equipment and materials procurement.

DELIVERABLES

1. Engineer Sealed Construction Documents.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the design or construction of the project.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

PART 4.0 PERIODS OF SERVICE:

Design to be complete and submitted to permitting authorities within 180 calendar days. Bidding and Construction Administration services

VI.A.4

schedule to be determined based upon the City's bid and construction schedule.

PART 5.0 PAYMENTS TO ENGINEER:

A. BASIC SERVICES

The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A - Design Phase	\$ 35,000.00
B – Bidding	\$ 5,000.00
C – Construction Phase Engineering	<u>\$ 7,500.00</u>
Total =	\$ 47,500.00

The above fees shall not be exceeded except by contract amendment.

B. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

PART 6.0 ADDITIONAL SERVICES:

In addition to the described basic services, the following services will be provided at additional cost, but ONLY UPON PRIOR WRITTEN APPROVAL OF THE OWNER.

- A. Services resulting from a significant change in the general scope, extent, or character of the Project or its design due to causes beyond ENGINEERS' control.
- B. Providing renderings or models for OWNER's use.
- C. Services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated under Basic Services.
- D. Providing property surveys, staking to enable Contractor(s) to proceed with their work, and other special field surveys, unless included under Basic Services.

VI.A.5

- E. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.
- F. Extra cost for contract administration and resident project representation performed beyond the construction contract completion date specified in the construction contract documents.
- G. Additional services in connection with the Project not otherwise provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this _____ day of _____, 2023

<u>City of Rolla, Missouri</u> <u>“OWNER”</u>	<u>CM Archer Group, P.C.</u> <u>“ENGINEER”</u>
BY: _____	BY: _____
NAME: <u>Lou Magdits</u>	NAME: <u>Jeff Medows, P.E.</u>
TITLE: <u>Mayor</u>	TITLE: <u>President</u>
ADDRESS: <u>901 North Elm Street</u> <u>Rolla, MO 65401</u>	ADDRESS: <u>310 E. 6th Street</u> <u>Rolla, MO 65401</u>

VI.A.6

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PUBLIC LIBRARY.

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

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

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18TH DAY OF DECEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI.B.2

TECHNICAL ASSISTANCE CONTRACT
by and between
THE ROLLA PUBLIC LIBRARY
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 18th day of December, 2023 by and between Rolla Public Library, Rolla, Missouri, hereinafter referred to as "Library" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to the Library. The City shall provide the following services to the Library for purposes of providing technical assistance in the administration of the Library Board:

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

- 1) Prepare and maintain the necessary financial records of the Library Board, including appropriate journals and ledgers, using generally accepted accounting principles.
- 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Library Board on the status of its financial position on a semi-annual basis, or as requested.
- 3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service, if necessary.
- 4) Maintenance and management of all necessary bank accounts.
- 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Library personnel.

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

- 1) Provide administrative assistance to the Library Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
- 2) Assist the Library Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending.
- 3) Keep on file all minutes of Library Board meetings and all other pertinent documents.

4) Preparation of any desired correspondence and mailings.

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

2. The Library to Supply Information and Cover Cost of Library Employees. The Library shall supply the City all needed information for the City to do its job completely and thoroughly under this contract. Total compensation costs for all Library personnel shall be billed and paid for by Library as required by the City. Library personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or Library Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

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

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

5. The Library to Hold Harmless City. Subject to and without waiving sovereign immunity, the Library will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. The Library further warrants and agrees that all data and information provided to City in conjunction with the City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. The City will provide the services described in this agreement for the period commencing January 1, 2024 through December 31, 2026. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. **City Compensation for Services Rendered.** The Library shall pay an annual fixed cost of \$7,000 (divisible by twelve (12) and paid monthly). An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in July of each subsequent year of this agreement.

8. **Termination of Agreement.** This agreement will terminate December 31, 2026, unless extended by Addendum hereto as provided in Section 6; however, City or the Library may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Library shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

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

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

14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to the City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to the Library at 900 N. Pine St., Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

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

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

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

ROLLA PUBLIC LIBRARY

CITY OF ROLLA, MO



Chairman

Mayor



Attest



Attest

VI.B.6

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT:	Steffanie Rogers Finance Director	ACTION REQUESTED:	Ordinance / First Reading
DATE:	December 4, 2023	BUDGET APPROPRIATION:	\$ 10,000.00
SUBJECT:	Service Agreement between the City of Rolla and Rolla Rural Fire		

COMMENTARY:

On September 14, 2016, the City entered into an agreement with the Rolla Rural Fire Protection District (Rolla Rural) for limited fiscal services. This agreement authorizes the City of Rolla to provide technical services for the Rolla Rural, as provided by the attached contract. All related costs, including administrative time incurred by the City are reimbursed by Rolla Rural. The agreement can be amended but will last through December 31, 2026.

Staff is recommending the approval of this proposed contract.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA RURAL FIRE PROTECTION DISTRICT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Rural Fire Protection District, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18TH DAY OF DECEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VIC.2

TECHNICAL ASSISTANCE CONTRACT
by and between
ROLLA RURAL FIRE PROTECTION DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 18th day of December 2023 by and between the Rolla Rural Fire Protection District, Rolla, Missouri, hereinafter referred to as "Rolla Rural" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

- 1. Services to Rolla Rural.** City shall provide the following services to Rolla Rural for purposes of providing technical assistance in the administration of the Rolla Rural Board:
 - A. **Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
 - 1) Prepare and maintain the necessary financial records of the Rolla Rural Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Rolla Rural Board on the status of its financial position on a semi-annual basis, or as requested.
 - 3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Rolla Rural personnel.
 - B. **Administrative Services:** Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish the following tasks:
 - 1) Provide administrative assistance to the Rolla Rural Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the Rolla Rural Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

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

4) Preparation of any desired correspondence and mailings.

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

C. Technology Services: Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish tasks related to Information Technology.

2. Rolla Rural to Supply. Rolla Rural shall supply the City with all needed information to complete and thoroughly do its job. Rolla Rural shall pay to City an amount equal to the actual salary and benefits of the Rolla Rural personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

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

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

5. Rolla Rural to Hold Harmless the City. Subject to and without waiving sovereign immunity, Rolla Rural will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to the City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of the City. Rolla Rural further warrants and agrees that all data and information provided to the City in conjunction with the City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. The City will provide the services described in this agreement for the period commencing January 1, 2024 through December 31, 2026. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Consideration. Rolla Rural agrees to pay monthly the direct compensation and benefits of Rolla Rural personnel. In addition, Rolla Rural shall have an annual fixed cost of \$10,000 (divisible by twelve (12) and paid monthly). An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. Termination of Agreement. This agreement will terminate December 31, 2026, unless extended by Addendum hereto as provided in Section 6; however, the City or the Rolla Rural may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, Rolla Rural shall pay the cost of services rendered by the City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

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

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


14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to the City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Rolla Rural Fire Protection District at 1575 Lions Club Drive, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

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

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

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

**ROLLA RURAL FIRE
PROTECTION DISTRICT**



Chairman



Attest

CITY OF ROLLA, MO



Mayor

Attest

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT:	Steffanie Rogers Finance Director	ACTION REQUESTED:	Ordinance / First Reading
DATE:	December 4, 2023	BUDGET APPROPRIATION:	\$ 2,000.00
SUBJECT:	Service Agreement between the City of Rolla and Shady Oaks Sewer District		

COMMENTARY:

The attached agreement authorizes the City of Rolla to provide accounting and technical services for Shady Oaks, as provided by the attached contract. All related costs, including administrative time, incurred by the City are reimbursable by Shady Oaks. The proposed agreement can be amended but will last through December 31, 2028.

Staff recommends the approval of this proposed contract and ordinance.

VI.D.1
ITEM NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE SHADY OAKS SEWER DISTRICT (SHADY OAKS) AND THE CITY OF ROLLA.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Technical Assistance Contract by and between the Shady Oaks Sewer District (Shady Oaks) and the City of Rolla, Missouri, a copy of said contract being attached hereto and marked Exhibit A.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18TH DAY OF DECEMBER 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI.D.2

TECHNICAL ASSISTANCE CONTRACT

by and between

SHADY OAKS SEWER DISTRICT

and

THE CITY OF ROLLA

This Agreement is made and entered into on the 18th day of December, 2023 by and between Shady Oaks Sewer District, Rolla, Missouri, hereinafter referred to as "Shady Oaks" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to Shady Oaks. The City may provide the services of one or more of its employees to the District for the purpose of providing a qualified accountant and his/her assistants to accomplish the following tasks:

A. Accounting Services:

- 1) Prepare and maintain the necessary financial records of the District, including appropriate journals and ledgers, using generally accepted accounting principles.
- 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the District on the status of its financial position on a semi-annual basis, or as requested.
- 3) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
- 4) Maintenance and management of all necessary bank accounts.
- 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.

B. Administrative Services: Qualified individuals shall be available at the request of the Cedar Grove Board and/or its employee to accomplish the following tasks:

- 1) Provide administrative assistance to the Cedar Grove Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
- 2) Assist the Cedar Grove Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.
- 3) Keep on file all minutes of the Cedar Grove Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

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

C. **Technology Services:** Qualified individuals shall be available at the request of the Cedar Grove Board and/or its employees to accomplish tasks related to Information Technology.

2. Shady Oaks to Supply. Shady Oaks agrees to supply the City with all needed information for it to do its job completely and thoroughly.

3. Independent Contractor. Both Shady Oaks and the City agree that the City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither the City nor the District shall have the authority to obligate or bind the other without the express written consent of the other party.

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

5. Shady Oaks to Hold Harmless the City. Subject to and without waiving sovereign immunity, Shady Oaks will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to the City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of the City. Shady Oaks further warrants and agrees that all data and information provided to the City in conjunction with the City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. The City will provide the services described in this agreement for the period commencing on January 1, 2024 through December 31, 2028. This is a temporary agreement not to exceed one year or until such time a more permanent sewer use agreement with the City of Rolla, Phelps County Commission and the Shady Oaks Sewer district is reached.

7. Consideration. A fee will be added to each monthly invoice to cover general services provided by the City. Shady Oaks shall pay an annual fixed cost of \$2,000 (divisible by twelve (12) and paid monthly). An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. Termination of Agreement. The City or Shady Oaks may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, Shady Oaks shall pay the cost of services rendered by the City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

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

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

15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to the City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Shady Oaks at City Hall, PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time manner.

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

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

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

SHADY OAKS SEWER DISTRICT

Chairman

Attest

CITY OF ROLLA, MO

Mayor

Attest

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE CEDAR GROVE SEWER DISTRICT (CEDAR GROVE) AND THE CITY OF ROLLA.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Technical Assistance Contract by and between the Cedar Grove Sewer District (Cedar Grove) 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 18TH DAY OF DECEMBER 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

TECHNICAL ASSISTANCE CONTRACT
by and between
CEDAR GROVE SEWER DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 18th day of December, 2023 by and between the Cedar Grove Sewer District, Rolla, Missouri, hereinafter referred to as "Cedar Grove" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

- 1. Services to Cedar Grove.** The City shall provide the following services to Cedar Grove for purposes of providing technical assistance in the administration of the Cedar Grove Board:
 - A. **Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
 - 1) Prepare and maintain the necessary financial records of the Cedar Grove Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Cedar Grove Board on the status of its financial position on a semi-annual basis, or as requested.
 - 3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Cedar Grove personnel.
 - B. **Administrative Services:** Qualified individuals shall be available at the request of the Cedar Grove Board and/or its employee to accomplish the following tasks:
 - 1) Provide administrative assistance to the Cedar Grove Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the Cedar Grove Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

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

4) Preparation of any desired correspondence and mailings.

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

C. Technology Services: Qualified individuals shall be available at the request of the Cedar Grove Board and/or its employees to accomplish tasks related to Information Technology.

2. Cedar Grove to Supply. Cedar Grove shall supply the City with all needed information for it to do its job completely and thoroughly. Cedar Grove shall pay to the City an amount equal to the actual salary and benefits of the Cedar Grove personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

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

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

5. Cedar Grove to Hold Harmless the City. Subject to and without waiving sovereign immunity, Cedar Grove will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to the City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of the City. Cedar Grove further warrants and agrees that all data and information provided to the City in conjunction with the City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. The City will provide the services described in this agreement for the period commencing January 1, 2024 through December 31, 2028. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Consideration. Cedar Grove agrees to pay the direct compensation and benefits of Cedar Grove personnel. In addition, Cedar Grove shall pay an annual fixed cost of \$2,000 (divisible by twelve (12) and paid monthly). An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. Termination of Agreement. This agreement will terminate December 31, 2028, unless extended by Addendum hereto as provided in Section 6; however, the City or Cedar Grove may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, Cedar Grove shall pay the cost of services rendered by the City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

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

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

14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to the City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Cedar Grove at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time.

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

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

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

CEDAR GROVE SEWER DISTRICT

CITY OF ROLLA, MO

Chairman

Mayor

Attest

Attest

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT:	Steffanie Rogers Finance Director	ACTION REQUESTED:	Ordinance / First Reading
DATE:	December 4, 2023	BUDGET APPROPRIATION:	\$ 2,000.00
SUBJECT:	Service Agreement between the City of Rolla and College Hills Sewer District		

COMMENTARY:

This agreement authorizes the City of Rolla to provide accounting and technical services for College Hills, as provided by the attached contract. All related costs, including administrative time, incurred by the City are reimbursable by College Hills. This agreement fosters a better working relationship with the College Hills Sewer District Board, which is important. The proposed agreement can be amended but will last through December 31, 2028.

Staff recommends the approval of this proposed contract and ordinance.

ITEM NO. VI.F.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A TECHNICAL ASSISTANCE CONTRACT BY AND BETWEEN THE COLLEGE HILLS SEWER DISTRICT (COLLEGE HILLS) AND THE CITY OF ROLLA.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Technical Assistance Contract by and between the College Hills Sewer District (College Hills) 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 18TH DAY OF DECEMBER 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

TECHNICAL ASSISTANCE CONTRACT
by and between
COLLEGE HILLS SEWER DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 18th day of December, 2023 by and between the College Hills Sewer District, Rolla, Missouri, hereinafter referred to as "College Hills" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

- 1. Services to College Hills.** The City shall provide the following services to College Hills for purposes of providing technical assistance in the administration of the College Hills Board:
 - A. Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:
 - 1) Prepare and maintain the necessary financial records of the College Hills Board, including appropriate journals and ledgers, using generally accepted accounting principles.
 - 2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the College Hills Board on the status of its financial position on a semi-annual basis, or as requested.
 - 3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.
 - 4) Maintenance and management of all necessary bank accounts.
 - 5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for College Hills personnel.
 - B. Administrative Services:** Qualified individuals shall be available at the request of the College Hills Board and/or its employee to accomplish the following tasks:
 - 1) Provide administrative assistance to the College Hills Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.
 - 2) Assist the College Hills Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

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

4) Preparation of any desired correspondence and mailings.

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

C. Technology Services: Qualified individuals shall be available at the request of the College Hills Board and/or its employees to accomplish tasks related to Information Technology.

2. College Hills to Supply. College Hills shall supply the City with all needed information for it to do its job completely and thoroughly. College Hills shall pay to the City an amount equal to the actual salary and benefits of the College Hills personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

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

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

5. College Hills to Hold Harmless the City. Subject to and without waiving sovereign immunity, College Hills will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to the City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of the City. College Hills further warrants and agrees that all data and information provided to the City in conjunction with the City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. The City will provide the services described in this agreement for the period commencing January 1, 2024 through December 31, 2028. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Consideration. College Hills agrees to pay the direct compensation and benefits of College Hills personnel. In addition, College Hills shall pay an annual fixed cost of \$2,000 (divisible by twelve (12) and paid monthly). An annual inflationary increase will be made to match what is approved by the City Council during the budget process. This inflationary adjustment will take effect in January of each year.

8. Termination of Agreement. This agreement will terminate December 31, 2028, unless extended by Addendum hereto as provided in Section 6; however, the City or College Hills may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, College Hills shall pay the cost of services rendered by the City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

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

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

14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to the City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to College Hills at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time.

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

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

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

COLLEGE HILLS SEWER DISTRICT

Chairman

Attest

CITY OF ROLLA, MO

Mayor

Attest

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT:	Steffanie Rogers Finance Director	ACTION REQUESTED:	Ordinance / First Reading
DATE:	December 4, 2023	BUDGET APPROPRIATION:	\$ 14,000.00
SUBJECT:	Service Agreement between the City of Rolla and Phelps County Emergency Services Board		

COMMENTARY:

The attached agreement authorizes the City of Rolla to provide accounting services for the Phelps County Emergency Services Board, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by the Phelps County Emergency Services Board. This agreement fosters a better working relationship with the Board, which is important. The proposed agreement can be amended but will last through December 31, 2026.

Staff recommends the approval of this proposed contract and ordinance.

VI.G.1

ITEM NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Technical Assistance Contract between the City of Rolla, Missouri and the Phelps County Emergency Services Board, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18TH DAY OF DECEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

TECHNICAL ASSISTANCE CONTRACT
by and between
THE PHELPS COUNTY EMERGENCY SERVICES BOARD
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 18th day of December 2023 by and between the Phelps County Emergency Services Board, Rolla, Missouri, hereinafter referred to as "PCESB" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. **Services to the PCESB.** The City may provide the services of one or more of its employees to the Board for the purpose of providing a qualified accountant and his/her assistants to accomplish the following tasks:

A. **Accounting Services:**

- a) Prepare and maintain the necessary financial records of the Board, including appropriate journals and ledgers, using generally accepted accounting principles.
- b) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the Board on the status of its financial position on a semi-annual basis, or as requested.
- c) Prepare for submission the necessary reports required of not-for-profit boards and employers to the Internal Revenue Service if necessary.
- d) Maintenance and management of all necessary bank accounts.
- e) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, if needed.

B. **Technology Services:** Qualified individuals shall be available at the request of the PCESB and/or its employees to accomplish tasks related to Information Technology.

2. **PCESB to Supply Supply Information and Cover Cost of PCESB Employees.** PCESB shall supply the City with all needed information to do its job completely and thoroughly. Total compensation costs for all PCESB personnel shall be billed and paid for by PCESB as required by PCESB. PCESB personnel, both full and part time, shall maintain employment consistent with the rights and privileges of City employees, except as otherwise provided by this agreement or PCESB Board action. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. Independent Contractor. Both the PCESB and the City agree that the City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither the City nor the Board shall have the authority to obligate or bind the other without the express written consent of the other party.

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

5. PCESB to Hold Harmless the City. Subject to and without waiving sovereign immunity, the PCESB will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to the City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of the City. The PCESB further warrants and agrees that all data and information provided to the City in conjunction with the City's performance of its obligations hereunder, is true and correct.

6. Time of Performance. The City will provide the services described in this agreement for the period commencing January 1, 2024 through December 31, 2026. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. Compensation for Services Rendered. PCESB shall pay an annual fixed cost of \$7,500 (divisible by twelve (12) and paid monthly). An annual inflationary increase in City personnel costs will be made to match what is approved by the City Council during the City's budget process. This adjustment will take effect in January of each subsequent year of this agreement. In addition, PCESB will pay an annual fixed cost of \$6,500 (divisible by twelve (12) and paid monthly) for administrative services provided by the Rolla Police Department. Technology Services will be invoiced as cost are incurred and are not part of the above.

8. Termination of Agreement. This agreement will terminate December 31, 2026, unless extended by Addendum hereto as provided in Section 6; however, the City or the PCESB may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, PCESB shall pay the cost of services rendered by the City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

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

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


14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to the City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to PCESB at the Phelps County Courthouse, 200 North Main Street, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time manner.

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

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

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

**PHELPS COUNTY EMERGENCY
SERVICES BOARD**



Chairman



Attest

CITY OF ROLLA, MO

Mayor

VI.G.5

Attest

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police Vehicle Equipment

BUDGET APPROPRIATION: \$432,000 total vehicle budget

DATE: December 4, 2023

Commentary:

On 11/01/23, we solicited bids for equipment for eight Chevrolet Tahoe Police SUV's, including lights, sirens, speakers, consoles, prisoner cages, etc.

We obtained three qualifying bids:

Public Safety Upfitters	\$59,976
Turn Key Mobile	\$60,972
Don Brown	\$63,666

Recommendation:

It is staff recommendation that Council approve a motion to purchase new vehicle equipment from Public Safety Upfitters for a total cost of \$59,976.

ITEM NO. VII.A.1

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Roger Pankey

ACTION: Motion to Award

ITEM/SUBJECT: Purchase of Budgeted Refuse Carts

BUDGET APPROPRIATION: \$60,000

DATE: December 4, 2023

.....
COMMENTARY:

In order to continue replacing the obsolete poly-carts that have been in use in Rolla for 30+ years and to expand the use of automated collection, the Department has budgeted for purchasing additional carts.

Quotes were recently requested for the purchase of 1,000 carts and those prices including freight are shown below. Staff is recommending the purchase of the Schaefer carts (currently in use with a large inventory of replacement parts on hand) for a total price of \$54,800.00 delivered to Rolla.

Rehrig Carts	\$53,560.00
Otto Carts	\$54,270.00
Schaefer Carts (currently in use)	\$54,800.00
IPL	\$56,200.00
Downing (Cascade Carts)	\$56,420.00
Armor Eqpt (Toter Carts)	\$60,000.00

Recommendation: Motion to award 1,000 replacement trash carts to Schaefer Carts for \$54,800 (\$54.80 each).

Note: Salvageable old carts are sold on Gov Deals where we've gotten \$10 – 15 @.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Motion

ITEM/SUBJECT: 2023 Vehicles

**BUDGET APPROPRIATION: Com Dev \$32,000 DATE: 12/4/2023
 Engineering \$50,000
 Fire \$37,000
 Parks \$50,000
 Street \$100,000**

COMMENTARY:**

City staff received bids for 2023 or newer Model Year Vehicles. 2 bids were received and the bid tabulations are shown below. Each recommendation is for the low bidder.

**Item #1: Community Development - 2023 Crew Cab Mid Size Pickup:
Public Works staff recommends City Council award the bid to Hutcheson Ford of St. James, MO for \$34,990 for a Ford Ranger. This unit is a planned replacement in the Community Development Department. We will surplus the existing pickup through GovDeals.**

**Item #1: Fire - 2023 Crew Cab Mid Size Pickup:
Public Works staff recommends City Council award the bid to Hutcheson Ford of St. James, MO for \$34,990 for a Ford Ranger. This unit is a planned addition in the Fire Department.**

**Item #2: Engineering – 2023 Mid-Size SUV:
Public Works staff recommends City Council award the bid to Hutcheson Ford of St. James, MO for \$37,880.00 for a Ford Explorer. This unit is a planned replacement in the Engineering Department. We will surplus the existing pickup through GovDeals.**

**Item #3: Parks – 2023 Crew Cab ¾ Ton Pickup:
Public Works staff recommends City Council award the bid to Taylor Dodge of Rolla, MO for \$45,766.00 for a Ram 2500 Tradesman Pickup. This unit is a planned replacement in the Parks Department. We will surplus the existing pickup through GovDeals.**

**Item #3: Street – 2023 Crew Cab ¾ Ton Pickup:
Public Works staff recommends City Council award the bid to Taylor Dodge of Rolla, MO for \$45,766.00 for a Ram 2500 Tradesman Pickup. This unit is a planned replacement in the Street Department. We will surplus the existing pickup through GovDeals.**

Item #5: Street – 2023 Crew Cab 1 Ton Pickup:
Public Works staff recommends City Council award the bid to Hutcheson Ford of St. James, MO for \$46,500.00 for a Ford F350 Pickup. This unit is a planned replacement in the Street Department. We will surplus the existing pickup through GovDeals.

Taylor Dodge (Rolla, MO)

Item #1 No Bid
Item #2 No Bid
Item #3 \$45,766.00
Item #5 \$47799.00

Hutcheson Ford (St. James, MO)

Item #1 \$34,990.00
Item #2 \$37,880.00
Item #3 \$49,070.00
Item #5 \$46,500.00

ITEM NO. VII.C.2