

**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 18th, 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

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**PLEDGE OF ALLEGIANCE**  
Councilman Greven

I. **PUBLIC HEARINGS** – None

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

III. **OLD 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) **Final Reading**
- B. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Rolla Public Library. (Finance Director Steffanie Rogers) **Final Reading**
- C. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Rolla Rural Fire. (Finance Director Steffanie Rogers) **Final Reading**
- D. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Shady Oaks Sewer District. (Finance Director Steffanie Rogers) **Final Reading**
- E. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Cedar Grove Sewer District. (Finance Director Steffanie Rogers) **Final Reading**
- F. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and College Hills Sewer District. (Finance Director Steffanie Rogers) **Final Reading**
- G. **Ordinance** to approve a Technical Service Agreement between the City of Rolla and Phelps County Emergency Services Board. (Finance Director Steffanie Rogers) **Final Reading**

IV. **NEW BUSINESS** –

- A. **Ordinance** to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections. (PW Director Darin Pryor) **First Reading**

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

December 18th, 2023

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. **Motion** to appoint Lauber Law Firm subject to contract for Legal Services. (Mayor Pro-Tem Lister Florence)

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

- A. Parks Director Floyd Jernigan: Wreaths Across America at Rolla City Cemetery
- B. Candidate Filing for the April 2, 2024 General Municipal Election open until 5pm, December 26<sup>th</sup>.

IX. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (3) Personnel (12) Contract Negotiations

X. **ADJOURNMENT** -

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance**

**Final Reading**

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

**BUDGET APPROPRIATION (IF APPLICABLE) \$50,000**

**DATE: 12/18/23**

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**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 12<sup>th</sup> 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. III.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 18<sup>th</sup> DAY OF DECEMBER 2023.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III.A.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 12<sup>th</sup> 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.

III.A.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

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.

- 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. 6<sup>th</sup> Street</u> <u>Rolla, MO 65401</u>

III.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 18<sup>TH</sup> DAY OF DECEMBER 2023.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

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

This Agreement is made and entered into on the 18<sup>th</sup> 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 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 PUBLIC LIBRARY**

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Attest

**CITY OF ROLLA, MO**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Attest

**COPY**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

<b>DEPARTMENT:</b>	Steffanie Rogers Finance Director	<b>ACTION REQUESTED:</b>	Ordinance / Final Reading
<b>DATE:</b>	December 18, 2023	<b>BUDGET APPROPRIATION:</b>	\$ 10,000.00
<b>SUBJECT:</b>	Service Agreement between the City of Rolla and Rolla Rural Fire		

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**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 18<sup>TH</sup> DAY OF DECEMBER 2023.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**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 18<sup>th</sup> 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**

<b>DEPARTMENT:</b>	Steffanie Rogers Finance Director	<b>ACTION REQUESTED:</b>	Ordinance / Final Reading
<b>DATE:</b>	December 18, 2023	<b>BUDGET APPROPRIATION:</b>	\$ 2,000.00
<b>SUBJECT:</b>	Service Agreement between the City of Rolla and Shady Oaks Sewer District		

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**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.

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III.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 18<sup>TH</sup> DAY OF DECEMBER 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

**TECHNICAL ASSISTANCE CONTRACT**  
by and between  
**SHADY OAKS SEWER DISTRICT**  
and  
**THE CITY OF ROLLA**

This Agreement is made and entered into on the 18<sup>th</sup> 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**

**COPY**

**CITY OF ROLLA, MO**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Attest**

**COPY**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

<b>DEPARTMENT:</b>	Steffanie Rogers Finance Director	<b>ACTION REQUESTED:</b>	Ordinance / Final Reading
<b>DATE:</b>	December 18, 2023	<b>BUDGET APPROPRIATION:</b>	\$ 2,000.00
<b>SUBJECT:</b>	Service Agreement between the City of Rolla and Cedar Grove Sewer District		

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**COMMENTARY:**

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

Staff recommends the approval of this proposed contract and ordinance.

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III.E.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 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 18<sup>TH</sup> 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 18<sup>th</sup> 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 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.

**CEDAR GROVE SEWER DISTRICT**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Attest**

**CITY OF ROLLA, MO**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Attest**

**COPY**

**COPY**



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

<b>DEPARTMENT:</b>	Steffanie Rogers Finance Director	<b>ACTION REQUESTED:</b>	Ordinance / Final Reading
<b>DATE:</b>	December 18, 2023	<b>BUDGET APPROPRIATION:</b>	\$ 2,000.00
<b>SUBJECT:</b>	Service Agreement between the City of Rolla and College Hills Sewer District		

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**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.

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III.F.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 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 18<sup>TH</sup> 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 18<sup>th</sup> 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**

**COPY**

**COPY**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

<b>DEPARTMENT:</b>	Steffanie Rogers Finance Director	<b>ACTION REQUESTED:</b>	Ordinance / Final Reading
<b>DATE:</b>	December 18, 2023	<b>BUDGET APPROPRIATION:</b>	\$ 14,000.00
<b>SUBJECT:</b>	Service Agreement between the City of Rolla and Phelps County Emergency Services Board		

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**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.

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**ITEM NO.** III.G.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 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 18<sup>TH</sup> 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 18<sup>th</sup> 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**

\_\_\_\_\_  
May **COPY**  
\_\_\_\_\_  
Attest

III.G.5

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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance Final Reading**

**ITEM/SUBJECT: Work Release Program with the South Central Correctional Center**

**BUDGET APPROPRIATION**

**DATE: 12/05/22**

\*\*\*\*\*

**COMMENTARY:**

**Attached is an ordinance authorizing the Mayor to enter into a Supervised Institutional Work Release Program Agreement with the Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center.**

**The Agreement will allow us to utilize an eight-member work release crew to perform grass mowing and tree trimming type activities along City of Rolla Rights of way and Park property. Some of our focus areas will be keeping our drainage ways clear of brush and debris, trimming trees encroaching into the travel way of streets and sidewalks and mowing on city owned property and parks.**

**We have been utilizing workers from the South Central since 2005 and the program has been very successful. Staff recommends approval of the Ordinance.**

**ITEM NO. IV.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 MISSOURI DEPARTMENT OF CORRECTIONS

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 Supervised Work Release Program Agreement between the City of Rolla, Missouri and Missouri Department of Corrections, 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 2<sup>nd</sup> DAY OF JANUARY 2024.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**South Central Correctional Center  
Supervised Work Release Program Agreement**

Between

The Missouri Department of Corrections

Division of Adult Institutions

2729 Plaza Drive

Jefferson City, MO 65102

And

City of Rolla

901 N. Elm St.

3rd Floor City Hall

Rolla, Missouri 65401

### Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center (SCCC) and the City of Rolla ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the SCCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
  - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

### General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
  - 2.1 Effective February 29, 2024 through February 28, 2025, a binding agreement shall exist, wherein SCCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. This agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
  - 2.2 This agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties

hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the SCCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
  - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
  - c. The Contractor shall cooperate with the SCCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
- a. Any Contractor or Contractor's employee who witnesses any form of sexual misconduct must immediately report it to the SCCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.
  - b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.



- 2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to SCCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.
- 2.7 The SCCC Work Release Coordinator or designee of the SCCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the SCCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
  - a. Classification and assignment of offenders shall be under the control of the SCCC.
  - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this agreement.
  - c. The Contractor, working in concert with the SCCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the SCCC Warden, SCCC Chief of Custody, SCCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the SCCC Warden and/or designee.
  - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
  - e. If required and/or deemed necessary by the facility Warden, SCCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
  - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the SCCC Control Center immediately.
  - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. SCCC agrees to make every effort to accommodate the needs of the Contractor; however, the SCCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The SCCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the SCCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the SCCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site SCCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site SCCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by SCCC correctional staff. In all instances, the SCCC Warden and/or designee and the SCCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the contractor to the SCCC Safety Manager within 24 hours of any incident.
- p. The SCCC Warden and/or designee shall direct that on-site meals are prepared within SCCC and provided at the work site, including a beverage, for the offender workers. No

unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.

- q. The SCCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the SCCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

### **Specific Terms and Conditions**

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
  - 3.1 SCCC will provide up to eight (8) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the SCCC Warden.
  - 3.2 Offenders will be assigned to the following shifts:
    - Monday through Friday, 7:00 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
  - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The SCCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
  - 3.4 Offenders assigned to the work crew pursuant to this agreement will primarily engage in the following duties:
    - Ground Maintenance:
      - Landscaping, mowing, weed trimming, tree trimming, and brush clearing
      - Litter pickup
      - Sidewalk clearing to include snow and ice removal

- Janitorial:
    - Cleaning and maintaining restrooms in city owned buildings to include:
      - City Parks
      - City Fire Stations
      - City Sewer Treatment Plants
      - Maintenance Sheds
  - Building Maintenance:
    - Painting and minor repair
  - Machinery Repair:
    - Maintain, lubricate, and re-fuel weed trimmers, lawnmowers, and chainsaws
  - Other:
    - Wash and detail city vehicles
    - Assist with minor construction projects
- 3.5 Offenders will be assigned to work at various locations within the City of Rolla to include city parks and city owned properties.
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:00 a.m.
- 3.7 The Contractor shall notify SCCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to SCCC in the evening. A copy of the out count shall be retained by SCCC.
- The Contractor will count offenders and report back to SCCC Control Center between the hours of 10:30 a.m. and 11:00 a.m.

#### **Payment & Invoice**

4. Payment and invoice processing shall be subject to the following:
- 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
- 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
- 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers \$9.38 per eight (8) hour shift. Offenders shall be compensated \$9.38 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department.

- 4.4 The Contractor shall submit time cards by the second business day of every month to the SCCC.
- 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

### **Liability**

- 5. Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU.
  - 5.1 The Parties agree that Contractor shall indemnify and hold harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorney's fees), and damage of any kind related to Contractor's performance or the performance of Contractor's employees, agents or representatives under this MOU.
  - 5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri and the Department specifically preserve any protections afforded the State of Missouri or the Department by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.
  - 5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

### **Renewals, Amendments and Termination**

- 6. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:
  - a. At 11:59 p.m. on February 28, 2025.
  - b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.
  - c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

***Signed and agreed hereto:***

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Louis J. Magdits, IV, Mayor  
City of Rolla

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Date

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Michele Buckner, Warden  
South Central Correctional Center  
Missouri Department of Corrections

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Date

---

Travis Terry, Director  
Division of Adult Institutions  
Missouri Department of Corrections

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Date

ATTACHMENT 1

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MISSOURI DEPARTMENT OF CORRECTIONS  
DEPARTMENT  
PROCEDURE MANUAL

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D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

Signature on File

\_\_\_\_\_  
Anne L. Precythe, Department Director

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**I. PURPOSE:** This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

**II. DEFINITIONS:**

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
  - a. giving unauthorized gifts of any nature,
  - b. name calling,
  - c. teasing,
  - d. horseplay,
  - e. joking,
  - f. carrying messages, or
  - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
  - b. parents or step-parents and their spouses,
  - c. siblings and their spouses,
  - d. children or step-children and their spouses,
  - e. grandparents or step-grandparents and their spouses,
  - f. grandchildren or step-grandchildren,
  - g. aunt,
  - h. uncle,
  - i. niece,
  - j. nephew, and
  - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
  2. parents or step-parents and their spouses,
  3. siblings or step-siblings and their spouses, and
  4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
  2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;



3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

### **III. PROCEDURES:**

#### **A. PROFESSIONAL PRINCIPLES OF CONDUCT**

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
  - a. strive toward excellence in the day to day work activities;
  - b. treat all persons respectfully, fairly, honestly and with dignity;
  - c. perform duties responsibly;
  - d. empower and assist other staff members to perform their jobs in a responsible manner;
  - e. accept and respect the differences in people;
  - f. work as a team member;
  - g. make ethical decisions and act in an ethical manner;
  - h. hold themselves and all other staff members accountable for their actions;
  - i. abide by the laws;
  - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
  - k. be familiar with and adhere to:
    - (1) the respective job components and job expectations established through the performance appraisal system;
    - (2) the policies and procedures relating to job functions;
    - (3) the employee handbook;
    - (4) the department procedure regarding employee standards;
  - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
  - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

## D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

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- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

### B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
2. Staff members must maintain professional relationships with offenders.
3. Staff members must not knowingly have avoidable contact with:
  - a. an offender,
  - b. an offender's family,
  - c. an offender's legal guardian and spouse,
  - d. an offender's significant other, or
  - e. an ex-offender (this does not include staff members who are ex-offenders).
4. A staff member must provide written notification to the CAO the next day he<sup>1</sup> reports to duty with copies to all supervisors in the chain of command when he:
  - a. discovers that a family member is an offender,
  - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
  - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
  - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
  - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
  - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

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<sup>1</sup> All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
  - a. offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
  - a. an offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
  - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
    - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

#### C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

## D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

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- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
  - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
  - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
  - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
- a. The CAO will determine whether the staff member will be required to report to the worksite.
  - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
- a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
  - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
  - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

### D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

**D2-11.10 Staff Member Conduct**

**Effective Date: July 24, 2016**

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5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

**E. REPORTING MISMANAGEMENT**

- I. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

**F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS**

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

**IV. REFERENCES:**

A.	Section 105.055 RSMo
B. 931-3469	Administrative Proceedings Warning
C. D1-8.6	Offender Physical Abuse
D. D1-8.13	Offender Sexual Abuse and Harassment
E. D2-9.2	Suspension
F. D2-11	Employee Standards
G. D2-11.1	Secondary Employment or Volunteer Work

**V. HISTORY:**

A. Original Effective Date:	05/08/89
B. Revised Effective Date:	04/23/90
C. Revised Effective Date:	09/15/93
D. Revised Effective Date:	04/20/99
E. Revised Effective Date:	05/15/00
F. Revised Effective Date:	04/06/08
G. Revised Effective Date:	05/23/09
H. Revised Effective Date:	12/17/09
I. Revised Effective Date:	10/05/13
J. Revised Effective Date:	07/24/16



## **REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES**

The City of Rolla, Missouri is seeking proposals for the position of City Counselor. Qualified candidates must be an attorney or firm licensed to practice law in the State of Missouri, in good standing with the Missouri Bar Association and have no less than five (5) years municipal law experience. The position, established by contract, is anticipated to run through December, 2026, at a minimum. Duties include:

**Basic Services:**

- 1) Attend City Council Meetings (1<sup>st</sup> & 3<sup>rd</sup> Mondays) and special meetings as required;
- 2) Preparation and/or review of all ordinances, resolutions and contracts of the City; providing legal advice to the Mayor, Council and Administrative Staff (3 hours per week).

**Additional Legal Services:**

- 1) Representing and defending the City in relevant Courts of Record;
- 2) Legal service beyond 3 hours per week.

**Sealed proposals should include:**

- a) Statement of qualifications;
- b) Summary of municipal law experience;
- c) Monthly retainer for “Basic Services” and an hourly rate for “Additional Legal Services.”

Proposals should be submitted to the Rolla City Clerk’s Office by **11 a.m., Wednesday, October 11, 2023** at City Hall, 901 N. Elm St., P.O. Box 979, Rolla, MO 65402-0979. Upon award, a final contract will be submitted to the City Council for approval. The City reserves the right to reject any and/or all proposals.



**LAUBER MUNICIPAL LAW, LLC**  
*Serving those who serve the public*

**Response to Request for Qualifications  
for City Attorney Services**

**Rolla, Missouri**

**Principal Contact for Firm:**

**Nathan M. Nickolaus  
308 E. High St., Suite 108  
Jefferson City, MO 65101  
Office Phone (660) 672-4597**





**LAUBER MUNICIPAL LAW, LLC**

*Serving those who serve the public*

September 14, 2023

City of Rolla, Missouri  
c/o John D. Butz, City Manager  
901 North Elm Street  
Rolla, MO 65401

Re: Request for Qualifications – Legal Services

Dear Mr. Butz:

Thank you for the opportunity to make a proposal to offer our services to the City of Rolla. We believe that the City will find our firm is highly qualified to provide the requested legal services. Lauber Municipal Law, LLC, (“LML”) was established in 2010 for the sole purpose of serving local governmental entities of all types and sizes. I and the nine other attorneys in our firm have dedicated our legal practice to the representation of Missouri municipal clients exclusively.

We are a full-service municipal law firm that is equipped to provide a complete spectrum of city attorney services under one roof. Our attorneys have experienced Missouri municipal law in virtually every facet, whether as in-house or contract general counsel; charter or statutory cities; large or small populations. Our goal is to meld this previous experience together to provide a high-quality “big firm” work product while providing the flexibility, personal responsiveness, and cost-effectiveness of a small firm.

We believe the fact that we have devoted our entire practice to municipal law is our greatest strength. This means that if appointed by the City, even at times when we are not specifically representing the City, we typically are assisting other city clients with issues that have, or likely will arise, in Rolla. Our time away from the City’s issues would not be spent handling a personal injury case for one client or providing estate planning advice to another. That is how our clients benefit from the synergy of our focused practice - municipal law is what we do.

We have added a new office in Springfield to our existing offices in Lee’s Summit and Jefferson City, which means we are better able than ever to serve Rolla.

We are excited about the opportunity to represent the City of Rolla. If you have any questions about this information or desire any clarification, please feel free to contact me.

Sincerely,

**LAUBER MUNICIPAL LAW, LLC**

Nathan M. Nickolaus

## ***FIRM HISTORY AND PHILOSOPHY***

In 2010, Joe Lauber established Lauber Municipal Law, LLC, for the sole purpose of serving local governmental entities of all types and sizes. The firm was established with the purpose of making the resources and expertise of a “big firm” available to Missouri cities. Joe is a Fellow of the International Municipal Attorney’s Association. Joe’s personal experience includes a highly successful career with one of Kansas City’s largest law firms, as well as a practice focused exclusively on Missouri economic development law at the region’s busiest bond firm, and practicing at a boutique municipal law firm in the Kansas City metro area. LML’s goal is to blend big firm expertise while providing the flexibility, personal responsiveness, and cost-effectiveness of a small firm. As a result, the firm has grown exponentially, with the addition of seven attorneys and an office in mid-Missouri.

As the firm has grown, we have added attorneys who also have extensive experience and a sharp focus on municipal law.

- Jennifer Baird has over 19 years of exclusive municipal law experience and is the City Attorney for seven Missouri cities. She previously worked as an Assistant City Attorney for the City of Lee’s Summit, as well as an associate attorney at the same boutique municipal law firm for which Joe worked.
- Jeremy Cover has over 15 years’ of municipal experience, including being the Deputy City Attorney for the City of Jefferson City. He is currently the city attorney for eight Missouri cities and a prosecutor for numerous others.
- Nathan Nickolaus has 35 years of experience in municipal law and economic development including almost 10 years as the City Attorney for the City of Jefferson City. He was appointed General Counsel of the Missouri Department of Economic Development by Governor Nixon and served over two years as the City Administrator for Jefferson City. In addition to his law degree, Nathan has a Master’s Degree in Public Administration (LLM).
- Jeff Deane brings extensive litigation and administrative law experience to the firm, including 7 years as in-house counsel to the City of Independence. He currently serves as the prosecutor for several cities.
- Todd Smith is a former assistant prosecuting attorney in Miller and Cole Counties, as well as a former Assistant Attorney General, specializing in appellate work. Todd has become a recognized expert on police issues, especially the police officers’ bill of rights. In addition to his Juris Doctorate, Todd has a Master of Laws degree in Law and Government with certificate in civil and constitutional rights.
- John Mautino practices in the areas of litigation, general municipal law, telecommunications law, public rights-of-way management, public infrastructure construction, real estate, land use, and zoning law. Prior to joining the firm, John practiced for seven years with a large national law firm headquartered in Kansas City where he represented clients in the substantive areas of communications infrastructure development, modification and deployment, federal and state telecommunications regulations, land use and zoning, real estate, municipal law, and commercial litigation. John has been involved with municipal law from the beginning of his career, starting with a prominent general practice law firm in Southeast Missouri that provided general city attorney services to several cities and served as outside litigation counsel to various

governmental entities. Before returning to private practice in 2015 John served as Deputy City Attorney for the City of Lee's Summit, Missouri.

- Madison Touchstone is a former Assistant Public Defender.
- Holly Dodge is the head of our Springfield office. She is a former assistant city attorney for Kansas City and the Kansas City Board of Police Commissioners. practices in the areas of general municipal law, human resources, employment matters, public contracts, dangerous building/nuisance abatement law, municipal prosecution, litigation, public safety law, and ordinance, code, & charter drafting.
- Lindsey Kolisch joined Lauber Municipal Law in April 2023 and practices in the areas of litigation, general municipal law, and municipal prosecution. Prior to joining the firm, Lindsey served as Law Clerk to the Honorable Justine Del Muro of the 16th Circuit Court of Jackson County, where she researched legal issues, drafted orders and judgments, and served as Bailiff during jury trials.

These years of municipal law experience mean that there are few issues that we have not encountered. We draw from our wealth of experience with cities of all shapes and sizes to give each of our clients cutting edge advice and guidance.

At Lauber Municipal Law, we completely understand public entities' need to obtain the most effective representation possible while considering the fact that these services are compensated from a budget made up of public funds. As our firm's motto indicates, we are proud to serve those who serve others—and our genuine desire is to make that job easier and less stressful for the elected officials and administrative staff of these entities.



Email: [nnickolous@laubermunicipal.com](mailto:nnickolous@laubermunicipal.com)

## ***FIRM AND MEMBER INFORMATION***

**Firm or individual name and contact information, including e-mail and website addresses and year organized.**

Lauber Municipal Law, LLC.

The website address is <https://www.laubermunicipallaw.com>

Email for principal contact for Rolla, Nathan Nickolaus is

[NNickolaus@laubermunicipal.com](mailto:NNickolaus@laubermunicipal.com)

Email for firm principal, Joe Lauber is [JLauber@laubermunicipal.com](mailto:JLauber@laubermunicipal.com)

The firm was organized in 2010

Principal Office:

4031 NE Lakewood Way  
Lee's Summit, MO 64064  
Office Phone (816) 525-7881

Central Missouri Office

308 E. High St., Suite 108  
Jefferson City, MO 65101  
Office Phone (660) 672-4597

Springfield Office

1855 National Avenue  
Springfield, MO 65804  
Office Phone (660) 605-3400

**Summary of qualifications, specializations, experience (including municipal), professional affiliation, special training, availability, Missouri Bar license numbers, and contact information for key personnel and proposed lead and back-up attorneys for the City.**

All attorneys in the firm dedicate their practice exclusively to the practice of municipal law; no attorneys practice outside of municipal law. Specifically, each of our attorneys is highly experienced with all facets of general municipal law, the Missouri Sunshine Law, and general contract law. For detailed information on each attorney, please see Appendix B. Additionally, our attorneys have developed individual niche practice experience in the following areas:

- a. Joe Lauber- Economic development, taxation, parks, and public works projects
- b. Jeremy Cover- Economic development, prosecution, and public safety
- c. Jennifer Baird- Economic development, employment, real estate transactions, and zoning/land use
- d. Nathan Nickolaus- Sunshine Law, Legislative Solutions, economic development, collective bargaining, and public infrastructure

VII.A.6



- e. Jeff Deane- Litigation, prosecution.
- f. Todd Smith – Police issues

All attorneys in the firm are members of the Missouri Municipal Attorneys' Association and the International Municipal Lawyers Association.

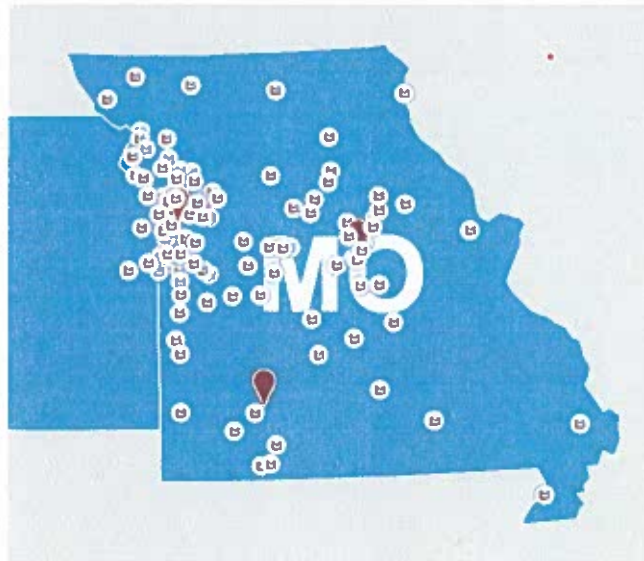
All attorneys of the Firm are in good standing with the Missouri Bar. Verification of this can be made at [www.mobar.org/LawyerDirectory.aspx](http://www.mobar.org/LawyerDirectory.aspx)

None of the members of the firm have been subject to discipline or the subject of complaint in the past five years.

The firm has not filed for bankruptcy or reorganization.

While Nathan Nickolaus would be the primary attorney, if the City selects Lauber Municipal Law, LLC, to serve as the city attorney, it is effectively putting ten very experienced municipal lawyers at its disposal.

## Our Clients



Cities where we represent and our three offices.

We currently represent 73 cities as City Attorney, 22 cities as prosecuting attorney, 12 cities as special counsel for economic development issues, and 36 cities as special counsel for miscellaneous issues. A full list is available on our website.

Several of our attorneys have served previously as in-house counsel in larger cities including Lee's Summit, Independence, Jefferson City, and Webster Groves.

Our attorneys have litigated numerous municipal cases including defending Section 1983 civil rights claims, annexation litigation, environmental litigation, takings/adverse

possession claims, condemnation claims, ballot issue challenges, suites challenging ordinances, telecom litigation, and zoning disputes.

Our biographical section, Addendum A, shows the vast experience of our attorneys individually and as a whole in the field of municipal law.

We advise all types of city officials and bodies, including mayors, city councils, and city administrators. We assist cities with personnel matters, contracts, ordinances, resolutions, and land use issues on a daily basis, including drafting and reviewing relevant documents. We are very familiar with applicable Missouri State Statutes and Roberts Rules of Order and can advise the City on matters related to those texts. We routinely work with insurance companies and insurance counsel on claims and litigation. Our attorneys draft correspondence, contracts, and other legal documents for cities on a daily basis.

### ***CONFLICTS OF INTEREST.***

The firm's attorneys have no known conflicts of interest related to performing the scope of services for the City of Rolla. Our firm policy is only to represent municipalities and entities created by municipalities. This policy proactively protects our clients against conflict of interest issues. Because our attorneys practice only municipal law, it is rare that we would ever have a conflict of interest against any city, unless one city has a dispute against another or is negotiating an intergovernmental cooperative agreement with another. Additionally, our policy makes it unlikely we would have "business conflicts" whereby other cases might create bad law for cities because we exclusively represent public entities.

