

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, April 1st, 2024; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Pro-Tem Lister Florence

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

PLEDGE OF ALLEGIANCE
Councilman Fridley

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes – March 4th, 2024
 - 2. Closed Session City Council Minutes – March 4th, 2024
 - 3. City Council Minutes – March 18th, 2024
 - 4. Closed Session City Council Minutes – March 18th, 2024

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – February 2024
- b. Building Codes monthly report – February 2024
- c. Police Department Monthly Report – February 2024
- d. Animal Control Division Report – February 2024
- e. RMU Board of Public Works Minutes for January 30 & February 29, 2024
- f. The Centre Income Statement ending February 2024
- g. Bicycle Pedestrian Advisory Committee Minutes January 25, 2024
- h. P&Z Commission Meeting Minutes for March 12th, 2024
- i. City of Rolla Financial Reports ending February 29th, 2024

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

V. **OLD BUSINESS** –

- A. **Ordinance** to approve CUP to allow an industrial use in the C-C, Center City district for a proposed brewery at 600 N Rolla Street. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** to approve agreement with H3 Studios, Inc for a new comprehensive plan. (Community Development Director Dawn Bell) **Final Reading**.

VI. **NEW BUSINESS** –

- A. **Resolution** authorizing the application for grant funding through MoDot.
- B. **Ordinance** to approve ground lease with Lions Club for the Fire Training Site. (Fire Chief Jeff Breen) **First Reading**

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

- A. **Motion** to award bid to Weathercraft, Inc for the City Hall Roof Coating project and **Ordinance** to enter into an agreement with same. (PW Director Darin Pryor) **Motion to Award and First Reading**

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. Arbor Day Proclamation
- B. Reappointment of Ron Robertson to the Rolla Housing Authority for a 4 year term. (April 2028)
- C. Reappointment of Jody Eberly to the Airport Advisory Board for a 2 year term. (April 2026)
- D. Reappointment of Dr. Ron Wilkerson to the Airport Advisory Board for a 2 year term. (April 2026)
- E. Reappointment of Dr. Bill Moorkamp to The Centre Advisory Board for a 3 year term. (April 2027)

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

- A. Next Meeting Date, Monday, April 15th, 2024
- B. Reminder Citywide Spring Clean-up, Saturday, April 6th, 2024
- C. Pine Street Public Meeting is scheduled for April 2nd, 2024 at the Hasselmann House (PW Director Darin Pryor)
- D. Introduction of City Engineer, Matthew Kreyling. (PW Director Darin Pryor)

XI. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (2) Real Estate (12) Sealed Proposal

XII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 4TH, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV.

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

Council Members Absent: Stanley Mayberry

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Parks Director Floyd Jernigan, Community Development Director Dawn Bell, City Planner Tom Coots and City Counselor Nathan Nickolaus.

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

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
1. City Council Minutes – February 5th, 2024
 2. Closed Session City Council Minutes – February 5th, 2024
 3. City Council Minutes – February 20th, 2024
 4. Closed Session City Council Minutes – February 20th, 2024

A motion was made by Vroman and seconded by Higgins to approve the minutes. A voice vote showed 11 Ayes, zero Nays, one absent (Mayberry).

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – January 2024
- b. Building Codes monthly report – January 2024
- c. Municipal Court Summary Reporting for January 2024
- d. Police Department Monthly Report – January 2024
- e. Animal Control Division Report – January 2024
- f. RMU Financial Reports – January 2024
- g. The Centre Income Statement ending January 2024
- h. P&Z Commission Meeting Minutes for February 13th, 2024

IV. OLD BUSINESS –

- A. **Ordinance** approving the application of a Planned Unit Development (PUD) overlay to property zoned C-2, General Commercial at 127 H-J Drive. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4790: AN ORDINANCE TO APPROVE THE RE-ZONING OF 127 H-J DRIVE TO APPLY A PUD, PLANNED UNIT DEVELOPMENT OVERLAY TO PROPERTY ZONED C-2, GENERAL COMMERCIAL. A motion was made by Chirban and seconded by Johnson to approve the ordinance. A roll call vote showed: Ayes: Steen, Chirban, Higgins, Vroman, Greven, Balch, Johnson, Kessinger, Florence, Fridley, and Hall. Nays: none. Absent: Mayberry.
- B. **Ordinance** to approve the purchase of a tract of land on Olive Street and **Motion** to authorize disbursement of funds from the Parkland Reserve Fund. (City Administrator John Butz) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4791: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A VACANT LAND SALE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND KRISTOFER ZIMMERMAN REGARDING THE PURCHASE OF A TRACT OF LAND ON OLIVE STREET NEAR GREEN ACRES PARK. A motion was made by Kessinger and seconded by Hall to approve the ordinance. A roll call vote showed the following: Chirban, Balch, Greven, Vroman, Steen, Kessinger, Higgins, Hall, Florence, Fridley, and Johnson. Nays: none. Absent: Mayberry. Per Rolla City Code Section 13-23(a), a super majority vote (two-thirds) of the full Council is required before any of the principal balance of the parkland reserve fund is drawn upon. A motion was made by Greven and seconded by Florence to approve the disbursement of funds from the Parkland Reserve Fund. A roll call vote showed: Ayes: Greven, Higgins, Steen, Fridley, Chirban, Balch, Johnson, Kessinger, Florence, Hall, and Vroman. Nays: none. Absent: Mayberry.

V. NEW BUSINESS –

- A. **Ordinance** to approve the implementation of 1/16th cent park sales tax (Prop P) approved by voters in April of 2023. (City Administrator John Butz) Adoption of the attached ordinance will codify the tax and will provide formal notice to the Dept. of Revenue to implement the tax on July 1, 2024. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE REPEALING SECTION 37-23 OF THE ROLLA CITY CODE AND ENACTING A NEW SECTION 37-23 IN LIEU THEREOF IMPOSING A ONE-SIXTEENTH OF ONE PERCENT SALES TAX THROUGH SEPTEMBER 30, 2033 FOR LOCAL PARKS TO IMPROVE AND MANAGE PARKS, TRAILS, PLAYGROUNDS, PARKING LOTS, BATHROOMS, CEMETERY AND NATURAL LANDS FOR RECREATIONAL PURPOSES.
- B. **Ordinance** to repeal Chapter 28 and enact a new Chapter 28 in lieu thereof, relating to nuisances and property maintenance. (Comm. Dev. Director Dawn Bell) There were a few minor changes discussed which will be amended and presented for final reading at the March 18th City Council meeting. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE REPEALING CHAPTER 28 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW CHAPTER 28 IN LIEU THEREOF RELATING TO NUISANCES AND PROPERTY MAINTENANCE.

VI. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion** to award bid to J&S Small Engine Repair, LLC for a zero-turn mower for the Airport. (PW Director Darin Pryor) A motion was made by Chirban and seconded by Vroman to allow the purchase of the mower. A voice vote showed 11 Ayes, zero Nays, and 1 absent (Mayberry).

- B. **Motion** to award bid to Pierce Asphalt LLC for Project 572 – FY 2024 Pine Street Asphalt Improvements and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor). A motion was made by Vroman and seconded by Higgins to award the bid to Pierce Asphalt LLC for \$177,177.90. A voice vote showed 11 Ayes, zero Nays, 1 absent (Mayberry). City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC.

- C. **Motion** to award bid to Pierce Asphalt LLC for Project 576 – FY 2024 Phase II Asphalt Improvements and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor). A motion was made by Higgins and seconded by Johnson to award the bid to Pierce Asphalt LLC for \$214,599.16. A voice vote showed 11 Ayes, zero Nays, 1 Absent (Mayberry). City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC.

VII. CITIZEN COMMUNICATION

- A. Steve Jackson, Ward 3 resident: brought to the attention of Council that the voting locations online needed updating.

VIII. MAYOR/CITY COUNCIL COMMENTS

IX. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, March 18th, 2024

X. CLOSED SESSION –

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

At 7:07 p.m. a motion was made by Johnson and seconded by Vroman to go into closed session. A roll call vote showed the following: Ayes: Hall, Chirban, Greven, Vroman, Steen, Kessinger Higgins, Balch, Johnson Fridley, and Florence. Nay: none. Absent: Mayberry.

At 8:47 p.m. Council returned from closed session with no reportable actions.

XI. ADJOURNMENT –

With no further business, the meeting was adjourned at 8:47 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 18TH, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Pro-Tem Lister Florence

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

Council Members Absent: Victoria Steen

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Community Development Director Dawn Bell, City Planner Tom Coots and City Counselor Nathan Nickolaus.

Mayor Pro-Tem Lister Florence called the meeting to order at approximately 6:30 p.m. and asked Councilman Chirban to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS –

- A. **Public Hearing and Ordinance** to approve CUP to allow an industrial use in the C-C, Center City district for a proposed brewery at 600 N Rolla Street. (City Planner Tom Coots) Josh Stacy, owner of the Public House, shared with Council his plan for the requested CUP as well as some surrounding properties in the 600 block. Mayor Pro-Tem Florence opened the public hearing at 6:48 pm. There were no citizens that spoke regarding the issue and the hearing was closed at 6:49 pm. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY ADDRESSED AS 600 N ROLLA STREET FOR AN INDUSTRIAL USE (BREWERY) IN THE C-C, CENTER-CITY DISTRICT. (PUBLIC HOUSE BREWING COMPANY)
- B. **Public Hearing and Ordinance** to adopt the Old Town Neighborhood Plan as an element of the Comprehensive Plan. City Planner Tom Coots shared a history and vision regarding the development of the area considered “Old Town Rolla”. Mayor Pro-Tem Florence opened the public hearing at 7:29 pm. There were no citizens that spoke regarding the issue and the hearing was closed at 7:30 pm. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE ADOPTING THE OLD TOWN NEIGHBORHOOD PLAN AS AN ELEMENT OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005.

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- A. 2023 Year-end Tourism report: Stevie Kearsse - RACC Executive Director shared 2023 tourism efforts funded by the 3% motel tax and events coming in 2024.
- B. Rolla Downtown Business Association (RDBA)-Rachel Guth shared plans for the 30th Annual Route 66 Summerfest on May 31st and June 1st. Amy Lubbert shared plans for the 45th Annual Arts and Craft Festival on October 5th as well as the Spring Craft Festival on April 20th.

III. OLD BUSINESS –

- A. **Ordinance** to approve the implementation of 1/16th cent park sales tax (Prop P) approved by voters in April of 2023. (City Administrator John Butz) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: **ORDINANCE 4792: AN ORDINANCE REPEALING SECTION 37-23 OF THE ROLLA CITY CODE AND ENACTING A NEW SECTION 37-23 IN LIEU THEREOF IMPOSING A ONE-SIXTEENTH OF ONE PERCENT SALES TAX THROUGH SEPTEMBER 30, 2033 FOR LOCAL PARKS TO IMPROVE AND MANAGE PARKS, TRAILS, PLAYGROUNDS, PARKING LOTS, BATHROOMS, CEMETERY AND NATURAL LANDS FOR RECREATIONAL PURPOSES.** A motion was made by Kessinger and seconded by Greven to approve the ordinance. A roll call voted showed the following: ayes: Florence, Johnson, Chirban, Fridley, Vroman, Mayberry, Higgins, Hall, Balch, Greven, Kessinger. Nays: none. Absent: Steen.
- B. **Ordinance** to repeal Chapter 28 and enact a new Chapter 28 in lieu thereof, relating to nuisances and property maintenance. (Comm. Dev. Director Dawn Bell) City Counselor Nathan Nickolaus read the ordinance for its final reading as amended, by title: **ORDINANCE 4793: AN ORDINANCE REPEALING CHAPTER 28 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW CHAPTER 28 IN LIEU THEREOF RELATING TO NUISANCES AND PROPERTY MAINTENANCE.** A motion was made by Johnson and seconded by Balch to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Balch, Mayberry, Greven, Vroman, Kessinger, Higgins, Hall, Florence, Fridley, and Johnson. Nays: none. Absent: Steen.
- C. **Ordinance** to enter into an agreement with Pierce Asphalt LLC for Project 572 – FY 2024 Pine Street Asphalt Improvements. (PW Director Darin Pryor). City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: **ORDINANCE 4794: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC.** A motion was made by Higgins and seconded by Johnson to approve the ordinance. A roll call vote showed the following: Ayes: Greven, Higgins, Fridley, Mayberry, Chirban, Balch, Johnson, Kessinger, Florence, Hall, and Vroman. Nays: none. Absent: Steen.
- D. **Ordinance** to enter into an agreement with Pierce Asphalt LLC for Project 576 – FY 2024 Phase II Asphalt Improvements. (PW Director Darin Pryor). City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: **ORDINANCE 4795: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC.** A motion was made by Greven and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Balch, Mayberry, Chirban, Greven, Vroman, Florence, Kessinger, Higgins, Hall, Johnson, and Fridley. Nay: none. Absent: Steen.

IV. NEW BUSINESS –

- A. **Motion** to approve request by MS&T Interfraternity council – Sept 2024 Greek Week Games. (PW Director Darin Pryor) Caleb, a representative of the MS&T Interfraternity Council, shared with Council the plans regarding the 2024 Greek Week Games. A motion was made by Vroman and seconded by Greven to approve the event on Airport property. A voice vote showed 11 Ayes, zero Nays, 1 Absent.

- B. **Ordinance** to approve agreement with H3 Studios, Inc for a new comprehensive plan. (Community Development Director Dawn Bell) On February 20th, 2024, Council authorized staff to draft a contract with H3 Studio for the comprehensive plan. Councilman Vroman read a citizen’s letter of concern regarding the new concept called “15 Minute City.” City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND H3 STUDIO, INC

V. CLAIMS and/or FISCAL TRANSACTIONS – None

VI. CITIZEN COMMUNICATION

- A. David Dukes – Becca Drive: Shared concerns regarding recent surge in overdoses in Franklin County and the expressed the need for a Detox Facility in the area.

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Reminder: U.S. Highway 63 closure to begin the evening of March 24th for construction of the student underpass.

- B. Councilman Vroman – Regarding taxes, ballots, and voter turnout: After sharing statistics comparing April and November voter turnout, Councilman Vroman asked Council if they would interested in creating an ordinance stating tax initiatives for the City of Rolla would be presented in the November Elections. The general consensus was to not pursue this action.

- C. Councilman Vroman asked if there was a policy on the use of festival lots and other city properties. City Administrator John Butz stated the City Code states the Police Chief has the right to approve parade requests with a 14 day notice but there is nothing that talks about other public properties or facilities. The Park’s Director has the right to award certain uses of park properties. A motion was made by Vroman and seconded by Kessinger to have administration look into drafting a policy for the use of festival lots and other city properties and all that pertains. City Counselor Nathan Nickolaus suggested having a clear policy established by Council would streamline the process for staff/Administration. A voice vote showed 11 Ayes, zero Nays, 1 Absent.

- D. Resignation of Municipal Judge James Crump – A letter of resignation was received from Judge James Crump. After further research and discussion, it was decided that Presiding Circuit Judge Hickle would appoint an Interum Municipal Judge to fill the vacant position until after the election. Brad Neckermann will continue as City Prosecutor.

- E. **Cancelled:** Motion to appoint Brad Neckermann as Municipal Judge to fill the unexpired term of Judge James Crump.

- F. **Cancelled:** Motion to appoint Katie Fox as Municipal Prosecutor to fill the unexpired term of Brad Neckermann.

G. Councilman Kessinger complimented the success of the St. Pat's Parade and the use of the new parade barricades.

H. Councilman Greven encouraged citizens to vote in the April 2nd General Municipal Election.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

A. Next Meeting Date, Monday, April 1st, 2024

B. Citywide Spring Clean-up, Saturday, April 6th, 2024: Environmental Services Director Roger Pankey shared with Council accepted items for the spring clean-up.

IX. CLOSED SESSION –

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

At 9:00 pm a motion was made by Johnson and seconded by Chirban to go into closed session. A roll call vote showed the following: Ayes: Higgins, Greven, Vroman, Mayberry, Chirban, Balch, Johnson, Kessinger, Florence, Hall, and Fridley. Nays: None. Absent: Steen.

At 9:45 pm Council returned from closed session with no reportable actions.

X. ADJOURNMENT -

At 9:45 p.m., a motion was made to adjourn by Johnson and seconded by Higgins. A voice vote showed 11 Ayes, zero Nays, 1 Absent.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

FEBRUARY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Feb 2024	Jan 2024	Feb 2022	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Cardboard	120.3 ton	129.8 ton	131.0 ton	250.1 ton	279.0 ton	1,417.2 ton
Newspaper	18.0 ton	17.6 ton	17.5 ton	35.6 ton	52.0 ton	369.3 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	20.0 ton
Aluminum	2.4 ton	0.0 ton	2.3 ton	2.4 ton	2.3 ton	13.6 ton
Steel Cans/Scrap Metal	4.1 ton	3.3 ton	6.4 ton	7.4 ton	12.9 ton	53.7 ton
Plastic	19.4 ton	0.0 ton	0.0 ton	19.4 ton	11.0 ton	96.2 ton
Glass	0.0 ton	23.0 ton	0.0 ton	23.0 ton	21.0 ton	230.5 ton
Batteries	0.0 ton	1.2 lbs ton	0.3 ton	0.0 ton	0.3 ton	5.2 ton
Electronic Waste	0.0 ton	7.1 ton	3.1 ton	7.1 ton	7.1 ton	32.5 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	4.8 ton
TOTAL	164.1 ton	180.8 ton	160.6 ton	344.9 ton	385.6 ton	2,243.1 ton

SERVICES PROVIDED

Type of Service	Feb 2024	Jan 2024	Feb 2022	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Special Pick-ups	38	24	28	62	83	503
Paper Shredding	4.0 hours	5.0 hours	4.0 hours	9.0 hours	14.5 hours	53.3 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	62	77	43	139	96	936

DISPOSAL TONNAGE

(Sanitation Division)

Material	Feb 2024	Jan 2024	Feb 2022	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Refuse	1,687.9 ton	1,513.1 ton	1,182.3 ton	3,201.0 ton	2,488.8 ton	17,755.4 ton

Management Report
FISCAL YEAR 2024

February 2024

BUILDING PERMITS ISSUED	FEBRUARY FY 2024		FEBRUARY FY 2023		YTD FY 2024		YTD FY 2023		Δ CHANGE FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	41	\$ 3,904,200	23		177		140		26.4%	
Electric, Plumbing, etc. Only	15	\$ -	8	\$ -	89	\$ -	62	\$ -	43.5%	
Single Family Detached	1	\$ 500,000	1	\$ 10,000	9	\$ 2,410,466	2	\$ 300,000	350.0%	703.5%
Single Family Attached	7	\$ 1,250,000	-	\$ -	11	\$ 1,738,000	-	\$ -		
Duplexes	-	\$ -	-	\$ -	1	\$ 300,000	-	\$ -		
3-or-4 family	2	\$ 1,000,000	-	\$ -	2	\$ 1,000,000	5	\$ 2,700,800	-60.0%	-63.0%
5-or-more family	-	\$ -	-	\$ -	1	\$ 3,000,000	1	\$ 2,800,000	0.0%	7.1%
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Industrial	-	\$ -	-	\$ -	2	\$ 2,900,000	-	\$ -		
Parking garages	-	\$ -	-	\$ -	2	\$ 170,000	3	\$ 50,363	-33.3%	237.4%
Service stations, repair garages	-	\$ -	1	\$ 750,000	-	\$ -	2	\$ 1,795,125	-100.0%	-100.0%
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Offices, banks, professional	-	\$ -	-	\$ -	-	\$ -	1	\$ 1,100,000	-100.0%	-100.0%
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Stores, customer	-	\$ -	1	\$ 814,650	-	\$ -	1	\$ 814,650	-100.0%	-100.0%
Towers, antennas	-	\$ -	-	\$ -	1	\$ 250,000	-	\$ -		
Signs, attached and detached	2	\$ 9,600	3	\$ 6,400	22	\$ 724,900	21	\$ 82,000	4.8%	784.0%
Residential addition, remodel	7	\$ 91,100	6	\$ 220,258	20	\$ 345,156	24	\$ 678,278	-16.7%	-49.1%
Commercial addition, remodel	6	\$ 1,053,500	2	\$ 257,800	19	\$ 7,168,883	13	\$ 1,143,800	46.2%	526.8%
Residential garage, carport	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, single family	-	\$ -	1	\$ -	-	\$ -	4	\$ -	-100.0%	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, all other	-	\$ -	-	\$ -	-	\$ -	1	\$ -	-100.0%	
Total Residential Units	15	\$ 2,750,000.00	1	\$ 10,000	92	\$ 8,448,466	30	\$ 5,800,800	206.7%	45.6%
EST. CONSTRUCTION COSTS		\$ 3,904,200		\$ 2,059,108		\$ 20,007,405		\$ 11,465,036	#DIV/0!	74.5%
Building Permit Fees		\$ 12,549.50		\$ 7,409		\$ 51,330		\$ 44,367	#DIV/0!	15.7%
FEES		\$ 27,774.50		\$ 13,009		\$ 119,754		\$ 79,017	#DIV/0!	51.6%
INSPECTIONS PERFORMED										
Building Inspections	133		117		759		548		39%	
Electrical Inspections	80		48		426		293		45%	
Excavation Inspections	0		0		0		0		#DIV/0!	
Plumbing Inspections	72		31		300		202		49%	
Mechanical Inspections	37		18		134		92		46%	
Code Inspections	195		155		1095		829		32%	
Nuisance Inspections	89		99		384		475		-19%	
Business License Inspections	10		7		47		37		27%	
TOTAL INSPECTIONS	616		475		3145		2,476		27%	

Rolla Police Department Monthly Report
YTD 2023

Part I Crimes

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

	<u>Criminal</u>			<u>Felony</u>						<u>Change from</u>
	<u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Previous Yr</u>
February	0	1	0	3	7	36	8	1	56	
YTD 2024	0	1	0	4	12	64	14	1	96	
2023	0	8	6	55	82	513	56	5	725	-9.60%
2022	0	7	6	94	119	528	44	4	802	-1.11%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	#REF!

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
February	4	1	0
YTD 2024	15	4	1
2023	111	38	8

Rolla Police Department Monthly Report
YTD 2024

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Abandoned/Recovered Property	10	17											27	24	12.50%
Abandoned Vehicle	15	17											32	41	-21.95%
Accident - Fatality	0	0											0	0	#DIV/0!
Accident - Injury	17	16											33	28	17.86%
Accident - Leave The Scene	13	11											24	21	14.29%
Accident - No Injury	54	46											100	81	23.46%
Accident - Private Property	23	17											40	38	5.26%
Accident - Road Blocked	4	8											12	9	33.33%
Adult Abuse	0	0											0	1	-100.00%
Alarm LE	98	58											156	131	19.08%
Animal Bite/Attack	1	1											2	2	0.00%
Animal Control	94	83											177	168	5.36%
Arson	0	0											0	0	#DIV/0!
Assault	6	16											22	22	0.00%
Assist Agency Non-LEA	85	71											156	145	7.59%
Assist Citizen	13	8											21	13	61.54%
Assist LEA	4	13											17	23	-26.09%
Assist Motorist	35	16											51	43	18.60%
Bomb Threat	0	0											0	0	#DIV/0!
Building Lockout	1	0											1	1	0.00%
Burglary	2	10											12	20	-40.00%
Business/Building Check	251	176											427	432	-1.16%
Call for Police	35	40											75	121	-38.02%
Check Well Being	96	93											189	193	-2.07%
Child Abuse	2	3											5	3	66.67%
Child Exploitation/Pornography	0	1											1	2	-50.00%
Confidential Investigation	0	0											0	0	#DIV/0!
Conservation Violation	0	0											0	0	#DIV/0!
Court	12	9											21	20	5.00%
Crossing Guard (Officer coverage)	4	7											11	8	37.50%
CWB 911 Hangup	169	148											317	437	-27.46%
Death	2	1											3	1	200.00%
Destruction of Property	11	13											24	33	-27.27%
Disturbance-Fireworks	0	1											1	0	#DIV/0!
Disturbance-Liquor	1	0											1	2	-50.00%
Disturbance-Other	44	74											118	128	-7.81%
Domestic Violence	37	34											71	58	22.41%
Driving While Intoxicated	6	9											15	16	-6.25%
Drown/Water Rescue	0	0											0	0	#DIV/0!
Drug Paraphernalia	5	5											10	17	-41.18%
Escape	0	0											0	0	#DIV/0!
Escort - Bank	0	0											0	1	-100.00%
Escort - Courtesy	8	9											17	21	-19.05%
Escort - Funeral	16	9											25	16	56.25%
Exparte Violation	4	2											6	17	-64.71%
Field Interview	37	35											72	84	-14.29%
Fight	0	3											3	6	-50.00%
Fingerprints	7	5											12	4	200.00%
Follow-up	87	79											166	245	-32.24%
Foot Patrol	0	0											0	1	-100.00%
Forgery-Counterfeiting	1	3											4	1	300.00%
Found Body	0	0											0	1	-100.00%
Fraud - Checks/Credit Card	13	19											32	33	-3.03%
Harassment	18	23											41	49	-16.33%
Identity Theft	1	3											4	6	-33.33%
Information Request	258	263											521	653	-20.21%
Intoxicated Person	4	6											10	11	-9.09%
Jail Incident	0	0											0	0	#DIV/0!
Juvenile Complaint	8	6											14	29	-51.72%
Keep the Peace/Standby	15	11											26	17	52.94%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Kidnapping	0	0											0	2	-100.00%
Leave without Pay	0	3											3	2	50.00%
Liquor Violation	0	0											0	1	-100.00%
Littering/Dumping	1	2											3	4	-25.00%
Loitering	7	5											12	4	200.00%
Lost or Stolen Property	9	11											20	18	11.11%
Loud Noise Complaint	20	21											41	41	0.00%
Malicious Mischief	0	1											1	2	-50.00%
Mental Health	22	42											64	43	48.84%
Missing Person	10	4											14	8	75.00%
Murder	0	0											0	1	-100.00%
Narcotics Violation	14	17											31	35	-11.43%
Negotiation Callout	0	0											0	0	#DIV/0!
No Business License	0	0											0	0	#DIV/0!
Open Door	6	5											11	11	0.00%
Other	0	0											0	0	#DIV/0!
Overdose	10	6											16	14	14.29%
Paper Service	27	22											49	36	36.11%
Prisoner Transport	1	4											5	8	-37.50%
Property Damage-Non Criminal	0	0											0	2	-100.00%
Prostitution	0	1											1	0	#DIV/0!
Prowler	4	4											8	2	300.00%
Public Indecency	1	4											5	2	150.00%
Public Relations	5	8											13	7	85.71%
Pursuit	0	1											1	0	#DIV/0!
Rape/Sexual Assault	3	1											4	2	100.00%
Robbery	0	0											0	2	-100.00%
Runaway	5	13											18	10	80.00%
Search Warrant	1	2											3	3	0.00%
Vacation/Security Check	20	19											39	20	95.00%
Selective Enforcement	0	0											0	0	#DIV/0!
Sewer Alarm	0	0											0	0	#DIV/0!
Sex Offenses	0	3											3	5	-40.00%
Shots Fired	2	2											4	3	33.33%
Soliciting	1	1											2	6	-66.67%
Stabbing	0	0											0	0	#DIV/0!
Stabbing or Shooting with Injury	0	0											0	2	-100.00%
Stalking	1	1											2	3	-33.33%
Stealing	47	57											104	119	-12.61%
Stolen Vehicle	9	8											17	18	-5.56%
Suicide	0	0											0	0	#DIV/0!
Suspicious Activity	60	69											129	181	-28.73%
Suspicious Package/Item	0	1											1	1	0.00%
SWAT Callout	0	0											0	0	#DIV/0!
Tampering	5	4											9	6	50.00%
Telephone Harassment	15	15											30	17	76.47%
Tow Sticker Expired	11	18											29	31	-6.45%
Traffic Complaint	113	123											236	239	-1.26%
Traffic Stop	199	220											419	751	-44.21%
Trespassing	22	34											56	98	-42.86%
Try to Contact	23	8											31	20	55.00%
Vehicle Identification	34	23											57	73	-21.92%
Vehicle Lockout	0	1											1	5	-80.00%
Vehicle Repossession	6	6											12	16	-25.00%
Veterinary Call	1	2											3	6	-50.00%
Weapons Violation	1	4											5	8	-37.50%
Totals	2,343	2,294	0	0	0	0	0	0	0	0	0	0	4,637	5,365	-13.57%

ANIMAL CONTROL MONTHLY TOTALS

February 2024

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly	2024	2023
	Domestic				Total	YTD Total	YTD Total
City of Rolla	16	2	0	11	29	59	55
Rolla Area (Rural Areas)	1	2	0	0	3	4	3
Newburg Area	0	0	0	0	0	0	0
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	0	0
Other Law Enf. Agencies	0	0	0	0	0	0	0
Monthly Total	17	4	0	11	32		
2024 YTD Total	36	8	0	19		63	
2023 YTD Total	30	10	0	18			58
Total Phelps County	1	2	0	0	3	4	3

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly	2024	2023
	Domestic				Total	YTD Total	YTD Total
Animals Adopted ①	13	0	0	0	13	26	10
Animals Claimed	10	1	0	0	11	18	15
Euthanized(III/Injured)	0	0	0	0	0	3	2
Euthanized(Dangerous)	1	0	0	0	1	2	7
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	1	1	0	8	10	20	17
Transferred to Rescue ③	0	0	0	0	0	0	0
Wildlife Relocated	0	0	0	3	3	3	3
Other	0	0	0	0	0	0	0
Monthly Total	25	2	0	11	38		
2024 YTD Total	47	6	0	19		72	
2023 YTD Total	27	6	0	21			54

ADDITIONAL STATISTICS

	Monthly	2024	2023
	Total	YTD Total	YTD Total
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%
PR Programs	0	0	2
Calls for Service	97	191	152
Written Warnings	0	0	0
Citations	1	1	0
Total Incinerator Hours	0	0	0

REGULAR SESSION – January 30, 2024

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

The meeting was called to order at 4:31 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President, Nick Barrack presiding. The following were present:

- Board members: President, Nick Barrack
- Vice President - vacant
- Secretary, Dr. Wm. E. Showalter
- Vice Secretary, Ted Read
- RMU Staff: General Manager, Rodney P. Bourne, P.E.
- Engineering Manager, Chad Davis, P.E.
- Finance Manager, Gwen Cresswell
- Business Manager, Jason Grunloh
- Electric Superintendent, Eric Lonning
- Water Superintendent, Jason Bell

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylor.

* * * * *

I. APPROVAL OF MINUTES

Read made a motion, seconded by Showalter, that the minutes of the December 28, 2023 Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

V. STAFF REPORTS

A. FINANCE MANAGER'S REPORT (presented by Cresswell)

1. The Board received the Statement of Income & Expenses reports for December 2023. Cresswell reviewed December reports (FY24):
 - Month-to-Date comparison of December 2023 to December 2022
 - December shows operating income of \$2,829,000 which is an increase of over \$199,000 from December 2022. Year-to-date operating income is \$7,689,000 which is an increase of over \$415,000 compared to this time last year.
 - Purchased power expenses for the month of December were \$1,735,000 which is a decrease of over \$744,000 from December 2022. Year-to-date purchased power is \$5,301,000 which is a decrease of over \$853,000 from this time last year.
 - Total operating expenses for December were \$2,529,000 which includes purchased power. This is down over \$839,000 from December 2022 and down over \$926,000 year-to-date. The bulk of this decrease is purchased power. The Electric department is showing an operating loss of \$228,000 for the year and the Water department is showing an operating gain of \$180,000.
 - Other income and expenses brought in \$306,000 for a total net gain for the month of \$606,095 and \$500,449 for the year.
2. Cresswell presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for December 2023.

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

3. Banking Updates

Cresswell reported that with the implementation of the new operating software, there are added capabilities within the financial portion that our previous system did not offer. An added security measure for RMU checking accounts is called Positive Pay. When checks are written, a positive pay file listing the check number, amount and payee is sent to the bank. Any checks that try to clear our accounts that have not been provided to the bank though the positive pay file will be flagged for approval before paying. Additionally, vendors can be paid through Automated Clearing House (ACH) if they choose. This process provides additional security as well as saving time and money. Instead of issuing a physical check for a Board member to sign, there will be a disbursement

summary for Board approval. Cresswell noted that the details are still being worked out, and RMU banking and purchasing policies will need to be revised to include new payment procedures. Changes in policy for Board approval should be presented at the next Board meeting.

B. BUSINESS MANAGER'S REPORT (presented by Grunloh)

1. MIRMA Annual Evaluation

Grunloh reported that Kelly Beets from MIRMA stopped by our offices on Tuesday, January 16 to perform our yearly Loss Control Program Evaluation. Grunloh announced that RMU has once again attained a perfect compliance rating. This is the 21st consecutive year to obtain a 100% score. Any score of 90% or higher entitles RMU to a share of credits issued to members based on loss prevention scores.

2. Operations Software Update

Grunloh reported that progress on the conversion to the utility billing and the customer information system sections of the Edmunds Govtech operating system continues. Currently the go live date is March 15, 2024. Grunloh noted that we are trying to get as much advance information as possible to RMU customers. All customers who currently use our online payment portal will need to set up new accounts once the system goes live. Additionally, all automatic payments that are currently scheduled will not be processed as we will be discontinuing Paymentus services at that time. An informational sheet has been posted on our webpage and we are sharing information on Facebook and in the newsletter to make the transition to the new system as seamless as possible. If customers have any questions or concerns, they are encouraged to reach out to us.

C. OPERATIONS MANAGER'S REPORT (presented by Davis)

1. **Updates on:**

a. Development Review Committee Meetings (DRC).

Davis noted the DRC meeting on January 16th had two items on the agenda.

- 127 H-J Drive (Old Howard Johnson) PUD - While the PUD process may not require refining all the details associated with site logistics and the provision of electric and water services RMU does want to draw attention to potential concerns that may need to be considered during the PUD review process.
 - Water: RMU is assuming that fire protection and building code standards will require installation of a fire protection system on site. While the existing water main adjacent to the facility has provided service that was acceptable, the standards of today are such that the existing system will likely not be able to meet those standards. With this being the case the existing water main adjacent to the east side of the property will likely need to be upgraded. The site logistics are such that RMU is anticipating the best place to install a new main will from the north to south side of the property will be parallel to the east property line. This will likely require an easement to be granted from this property owner. RMU would suggest that this aspect of the project be reviewed as soon as possible and, if viable, the easement be identified on the site plan filed in conjunction with the PUD process and possibly using the PUD process as the procedure to record any necessary easement(s).
 - Electric: The existing facility is served by a single electric meter. This may be suitable for the new improvements, but RMU is unclear as to if the owner anticipates utilizing a single electric service or have each unit metered individually. If there is an intent to meter each unit individually it is very likely that changes to the RMU electric distribution system will be necessary. Depending upon how and where the services may be desired to be installed there may need to be space made available for pad mounted electric transformer(s) and/or RMU's electric distribution conductor. These potential improvements may also necessitate the need to review where they can be placed on the site and/or if easements may need to be granted.
- Industrial Park & Recycling Center Easements – RMU has electric sub transmission and distribution facilities attached to the poles owned by the entity requesting the additional easement. RMU is neutral to the granting of additional easements with the assumption that any additional easement granted will not infringe on the ability of RMU to operate the RMU facilities in place or potential for new facilities in the existing easement.

b. Current RMU projects

Davis highlighted work projects listed on the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- MO S&T North Substation – Work continues to progress. Our electric work is ready to serve power as contractors work progresses.
- Ann Lee Estates - Construction of additional homes is picking up. Underground distribution to new homes is needed as construction of more homes takes place.
- Lewis Lane – Work on the multifamily duplex units is in progress. Underground electric distribution system extension is in progress for the residential complex.
- Mercy Parkway – Installation of roadway lighting. Most of the lights were powered on the day prior

- with the remainder completed tomorrow (January 31).
- Fiber Installation – Extended fiber optic system to provide service to several new customers.
- Davis reported that quarterly testing of our generators is complete. One unit had a significant radiator leak and repairs must be completed on that generator before it can be put back into service.
- Davis highlighted water projects from the Operation Manager's Report. The water crew is working on replacing old water main in the Sycamore area again but keep getting calls for other leaks around Rolla. Service line replacement is taking place on 7th Street from Cedar to Holloway Streets.
- Aesthetic Changes – 11th Street from State Street to Bishop Avenue – Removed primary overhead lines. Poles will be removed pending discussion with MS&T concerning a rental light.
- Davis reported the city completed asphalt repairs after water system repairs & improvements January invoice for asphalt patches and repairs totaled \$21,499.50 for 143.33 tons.

2. Annual Net Metering Report

Davis pointed out the report for Net Metering that was included in board packets. According to MO state regulations, RMU is required to provide this report annually. The report will also be posted on our website. Davis mentioned that as of December 31, 2023, RMU had 17 customer-generator locations for a total generating capacity of 177.375 kW. In 2023, the total number of kilowatt-hours received from customer-generators was 88,230 kWh.

D. GENERAL MANAGER'S REPORT (presented by Bourne)

1. MoPEP Update

Bourne highlighted a few topics from the January 17th MoPEP meeting.

- Southwest Power Pool (SPP) continues to look at modifying the Resource Accreditation standards. One proposal considers separating Summer/Winter Planning Reserve Margins based on recent weather patterns. Obviously, this has the attention of everybody operating within SPP:
Summer – 16% Winter – 45%
- There was some discussion regarding available grants for solar for pool or local resources. Many MPUA members responded to the Climate Pollution Reduction Grant program idea gathering exercise in late November requesting ideas.
- The current Renewable Energy Credits (REC) program for large customers ends December 2024. For the last six years, this program passes thru wind resources RECs to two specific customers in Rolla for a very small premium. Brewer Science and MS&T receive a large portion of their power needs from renewables (wind). MoPEP staff is reviewing options for an alternate program.
- The MoPEP board took no action and would like to reconsider options before proceeding with the Plum Point Purchase Power Agreement (PPA) buyout.
- Future Meetings: March 7 - MPUA/MEC Board meeting

2. Miscellaneous

Bourne reported to the Board he will be travelling to several APPA meetings out-of-state.

- APPA DEED Board Meeting – April 9-10, 2024 – New Orleans, LA
- APPA National Convention – June 10-12, 2024 – San Diego, CA
- APPA DEED Board Meeting – November 12-13, 2024 – Manitowoc, WI

V. UNFINISHED BUSINESS (None)

VI. NEW BUSINESS

A. RFB 24-108 – Pad Mounted Metering Cabinets

Lonning presented the bids for the pad mounted metering cabinets he discussed at the previous Board meeting. Lonning noted that the cabinets would be utilized on some upcoming projects. The requested bid was for three units. Staff recommends approving the lowest bid from Wesco/Anixter Power Solutions. **Showalter made a motion made a motion, seconded by Read, to award the bid for pad mounted metering cabinets to Wesco/Anixter Power Solutions for a total of \$80,011.20. Motion passed unanimously.**

B. RFB 24-109 – Triplex Wire

Lonning reported that RMU solicited bids for 10,000 feet of 1/0 15 kV triplex wire for stock and planned projects. Four bids were received, with the lowest bid being \$127,575 from Cape Electric. **Read made a motion, seconded by Showalter, to award the bid for triplex wire to Cape Electric in the amount of \$127,575. Motion passed unanimously.**

C. Interruptible Industrial Service Rate Agreement & Rate Sheet

Bourne reported that he was approached by an individual who wants to expand his crypto-currency mining operation in the Rolla area due to the close proximity to his headquarters. Crypto mining is an energy intensive and mobile business which requires a lot of computer equipment. Bourne explained that RMU can accommodate a fairly large load, but we need to be cautious and limit power during peak times to avoid future capacity charges. This is possible using an interruptible rate. We also have the opportunity to lease land and fiber access at a few substation locations if the project proceeds. We have modeled an Interruptible Industrial Service Rate and Service Agreement after discussions with City Utilities in Springfield and both were included in Board packets. **Read made a motion,**

seconded by Showalter, to approve the Interruptible Industrial Service Rate Agreement and the Interruptible Industrial Service Rate sheet as presented. Motion passed unanimously.

Showalter made a motion, seconded by Read, that the Board proceed to Closed Session to discuss Legal under RSMo (Supp. 1997) Section 610.021 (1). Roll call vote was taken 5:05 p.m. Votes: Barrack, yes; Showalter, yes; Read, yes.

VII. **CLOSED SESSION** *(none)*

A. Legal under RSMo Section 610.021 (1).

Read made a motion, seconded by Showalter that the meeting return to regular session. Roll call vote taken at 5:15 p.m. Votes: Barrack, yes; Showalter, yes; Read, yes.

Bourne announced the Board discussed a legal matter in closed session with no action taken.

VIII. **ADJOURNMENT**

With no further business to discuss, Read made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:16 p.m.

Nicholas Barrack, President

Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, February 27, 2024 at 4:30 p.m.



**FINANCIAL STATEMENT
JANUARY 2024**

RECEIPTS:	
Electric, Water, Tax, Sewer and Refuse Charge	\$4,075,160.39
Accounts Receivable - Miscellaneous	\$39,461.02
Customer's Deposits - Refundable	\$31,960.20
Misc Non-Operating Revenue	<u>\$2,380.04</u>
Total Receipts	\$4,148,961.65
FSCB ICS Sweep Account Interest (December 31, 2023)	\$219,423.89
FSCB General Fund Account Interest (December 31, 2023)	\$8,760.39
FSCB Electronic Payment Account Interest (December 31, 2023)	\$2,504.61
PCB Super-Now Account Interest (December 31, 2023)	\$0.07
CEDARS - CD's Interest (December 31, 2023)	\$38,704.03
Public Utility Cash in Bank (December 31, 2023)	<u>\$31,977,642.22</u>
Total Receipts and Cash in Bank	<u>\$36,394,016.66</u>
DISBURSEMENTS:	
Power Purchased	\$1,705,511.86
Operating Expenses	\$201,441.91
Administrative and General Expenses	\$126,620.87
Payroll	\$210,903.14
Capital Expenditures	\$3,942.58
Construction in Progress	\$15,891.28
Stock Purchases (Inventory)	\$184,485.61
Balance of Customer's Deposits after Finals	\$20,574.85
Medical, Dental, Vision and Life Insurance Paid by Employees	\$16,480.35
Support Payments	\$1,142.78
457 Plan Employee Contributions	\$13,258.44
Flexible Spending Account Contributions	\$1,191.62
U.S. Withholding Tax	\$26,857.25
Missouri Dept. of Revenue (Sales Tax)	\$42,162.54
Missouri Dept. of Revenue (Income Tax)	\$9,700.00
First State Community Bank (Social Security)	\$42,211.54
Sewer Service Charge	\$433,763.95
Refuse Service Charge	\$221,150.70
PILOT to City of Rolla	\$122,543.66
City Right-of-Way Manager	\$35,166.40
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void General Fund Check	<u>\$0.00</u>
	\$3,435,041.53
Cash in Bank (January 31, 2024)	<u>\$32,958,975.33</u>
Total Disbursements and Cash in Bank	<u>\$36,394,016.66</u>
BALANCE OF OTHER FUNDS	
PUBLIC UTILITY ACCOUNTS:	
Citizens Bank of Newburg, Ck#1294 for \$62.26	\$2,000.00
First State Comm Bk-Electronic Payment Account, Ck#1088 for \$2,474,331.9	\$207,441.20
First State Comm Bk-General Fund, Cks #37774-37829 for \$3,435,041.53	\$4,311,633.37
First State Comm Bk-ICS Sweep Account and Certificates of Deposit	\$291,865.09
PCB-Super Now, Ck #26377 for \$3,698.17	\$8,452.67
Town & Country Bank, Ck #1283 for \$3,149.77	<u>\$2,000.00</u>
Total Public Utility Accounts	\$4,823,392.33
ELECTRIC RESERVES:	
Money Market Account	\$10,195,583.00 Partially Funded
Rate Stabilization Fund	<u>\$240,000.00 Partially Funded</u>
Total Electric Reserves	\$10,435,583.00
RESTRICTED ELECTRIC RESERVES:	
Money Market Account	\$14,151,791.00 FY21 Funded
Total Electric Reserves	<u>\$14,151,791.00</u>
WATER RESERVES:	
Money Market Account	\$2,866,910.00 Fully Funded
Rate Stabilization Fund	<u>\$681,299.00 Partially Funded</u>
Total Water Reserves	\$3,548,209.00
TOTAL RESERVES:	<u>\$28,135,583.00</u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:	<u>\$32,958,975.33</u>
* Benchmark:	
Electric Reserves:	\$12,083,862.00
Electric Rate Stabilization:	\$3,020,966.00
Water Reserves:	\$2,866,910.00
Water Rate Stabilization:	\$716,727.00
	\$18,688,465.00



STATISTICS

January 2024

PRODUCTION

Date of Demand	01/16/2024
Time of Demand	08:00 AM
Billing Demand	77.6 MWH
kWh Purchased	36,696,500
Total Cost	\$2,612,887.62
Cost per kWh	0.071203
Load Factor	63.6%

Pumped #2 Well	0
Pumped #3 Well	1,050,000
Pumped #4 Well	1,480,000
Pumped #5 Well	1,478,000
Pumped #6 Well	2,701,000
Pumped #7 Well	6,000
Pumped #8 Well	303,000
Pumped #9 Well	1,768,000
Pumped #10 Well	3,123,000
Pumped #11 Well	4,586,000
Pumped #12 Well	2,499,000
Pumped #13 Well	5,278,000
Pumped #14 Well	7,053,000
Pumped #15 Well	1,854,000
Pumped #16 Well	4,353,000
Pumped #17 Well	3,353,000
Pumped # 1 Ind Park Well	2,757,000
Pumped # 2 Ind Park Well	2,136,000
Pumped # 3 Ind Park Well	3,419,000
Total Gallons	49,197,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,090	6,433
Residential - Three Phase	22	20
Commercial - Single Phase	973	520
Commercial - Three Phase	500	317
Power Service	103	89
Industrial	7	2
Area Lighting	16	7
Street Lighting	26	1
Missouri S&T		5
PWSD #2		605
Total	9,737	7,999

ELECTRIC SALES

Residential - Single Phase kWh	9,949,960
Residential - Three Phase kWh	97,705
Commercial - Single Phase kWh	1,345,167
Commercial - Three Phase kWh	2,948,375
Power Service kWh	5,600,380
Industrial kWh	5,069,710
Area Lighting kWh	7,630
Street Lighting kWh	33,086
Rental Lights kWh	78,141
Total kWh Sold	25,130,154
Demand kW	26,148
Revenue	\$2,309,600.19
Monthly Loss	31.52%
Fiscal Year to Date Loss	15.50%

WATER SALES

Residential - Single Phase Gallons	21,594,000
Residential - Three Phase Gallons	164,000
Commercial - Single Phase Gallons	4,646,000
Commercial - Three Phase Gallons	3,644,000
Power Service Gallons	7,159,000
Industrial Gallons	3,227,000
Missouri S&T Gallons	1,534,000
PWSD #2 Gallons	1,492,000
Total Gallons Sold	43,460,000
Revenue	\$266,940.95
Pumping Cost, Electric	\$32,893.03
Monthly Unidentified Loss	7.07% **
Fiscal Year to Date Unidentified Loss	6.21% ***

PILOT	\$131,555.71
Sewer Service Charge	\$359,834.84
Refuse Service Charge	\$247,158.90

Gross Payroll \$300,555.90

** Loss includes 2,260,000 gallons per water main flushing records.

*** FY loss includes 14,3888,300 gallons per water main flushing records.

REGULAR SESSION – February 29, 2024

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

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

- Board members: President, Nick Barrack
 Vice President - vacant
 Secretary, Dr. Wm. E. Showalter
 Vice Secretary, Ted Read – by teleconference
 New Member, Joe Polizzi
- RMU Staff: General Manager, Rodney P. Bourne, P.E.
 Engineering Manager, Chad Davis, P.E.
 Finance Manager, Gwen Cresswell
 Business Manager, Jason Grunloh
 Electric Superintendent, Eric Lonning
 Water Superintendent, Jason Bell

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylor.

* * * * *

I. APPROVAL OF MINUTES

Showalter made a motion, seconded by Read, that the minutes of the January 30, 2024 Board meeting Regular Session and Closed Session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

V. STAFF REPORTS

A. FINANCE MANAGER'S REPORT (presented by Cresswell)

1. The Board received the revised Statement of Income & Expenses reports for December 2023. Cresswell reviewed December reports (FY24) noting that the financial software was recently switched over to Edmunds GovTech. When the system went live in January, the December depreciation routine was ran in both systems and Edmunds GovTech uses a slightly different formula to calculate depreciation than the old system. After running the depreciation in the new system, an additional December depreciation expense of \$9,624 was calculated. The revised December Statement of Income & Expenses reflects the change. The result was December Net Income (Company wide) was \$596,471 compared to the \$606,0905 that was previously reported. While learning the new computer system, the accounting department is behind schedule. The January and February Statements of Income & Expenses will be included in the March Board packets.
2. Cresswell presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for January 2024, which was included in Board packets.

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

B. BUSINESS MANAGER'S REPORT (presented by Grunloh)

1. Operations Software Update
 Grunloh reported that the second phase of the software launch has been pushed back to April 8, 2024 in order to allow Edmunds more time to work through our data. Grunloh noted we continue to inform customers of the change through multiple appearances on the Morning Mayors radio program, Chamber of Commerce luncheons, the monthly newsletter, and Bourne discussed the software change during his quarterly report to the City Council. The RMU webpage has an informational sheet posted and we are sharing information to make the transition to the new system as seamless as possible. The system will be shut down from April 2nd to April 7th for the conversion. During that time, customers will be unable to make credit card or e-check payments online, in person or over-the-phone. RMU will only be able to accept cash or check payments over the counter. If customers have any questions or concerns, they are encouraged to reach out to RMU.

I

C. ENGINEERING MANAGER'S REPORT (presented by Davis)

1. Updates on:

a. Development Review Committee Meetings (DRC).

Davis noted the DRC meeting on February 22nd had four items on the agenda. Details of the DRC meeting was included in the Board packet.

- Pre-application of potential multi-family housing development on Christy Drive/Houston Road: RMU requests to be informed as soon as possible concerning numbers & locations of structures, locations of public infrastructure, electrical load requirements of ancillary services, water requirements of structures for both water usage & fire protection. This information will help RMU coordinate with the owner/contractor to determine locations of electric and water infrastructure, and number of electric transformers.
- CUP 24-01 – Conditional Use Permit to allow industrial use (alcoholic beverage production) in the Center-City District: RMU is neutral to the Conditional Use Permit. If significant changes in water and/or electric power requirements are anticipated, RMU requests to be contacted.
- Site Plan Review for potential cryptocurrency mining operation lease on property owned by Rolla/RMU at 10822 CR 3160: RMU has the capacity at the Dewing Substation to support the increased electrical load expected to be imposed by this project. RMU has communicated with the owner concerning prioritization of the electrical needs of the City of Rolla over the supply of electricity to this endeavor in times of peak demand and in emergency situations and the owner has been receptive to this. Discussion of this project between the owner, RMU and the City is still in progress.
- Old Town Neighborhood Plan: RMU has reviewed the current Old Town Neighborhood Plan and has been in communication with the city planner about the topics pertaining to RMU that are addressed in the plan. RMU will coordinate with the City of Rolla and with any other entities concerning this project with whom it may be necessary.

b. Current RMU projects

Davis highlighted work projects listed on the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- Rolla Senior Apartments – Replacement of underground primary & conversion from 4kV system to 12kV system is complete.
- MO S&T Substation – Work continues to progress. Our electric work is ready to serve power as contractors work progresses.
- Ann Lee Estates – New underground distribution to new homes as needed as construction of more homes takes place.
- Lewis Lane – Work on the multifamily duplex units is in progress. Underground electric distribution system extension is in progress for the residential complex.
- 3700 HyPoint Drive – Electric service revisions is complete.
- Sunny Drive – Installation of transformers & underground conductor to serve new residential housing units is complete. Installation of roadway lighting is complete.
- Mercy Parkway – Installation of roadway lighting is complete.
- Fiber Installation – Extended fiber optic system to provide service to several new customers as requested.
- Davis highlighted water projects from the Operation Manager's Report. The water crew is making great progress replacing old water main in the Sycamore area towards Cedar Hills and Chestnut area.
- Davis noted there are no asphalt repair purchases to report.

D. GENERAL MANAGER'S REPORT (none)

V. UNFINISHED BUSINESS (None)

VI. NEW BUSINESS

A. Rolla Board of Public Works officer election

With a new member, Joe Polizzi, serving on the board, an election was held to appoint and change title positions. Dr. Wm. Eric Showalter was appointed to serve as Vice President, Ted Read as Secretary, and Joe Polizzi as Vice Secretary. Polizzi made a motion, seconded by Showalter, that the slate of officers be elected by acclamation and to execute the title changes as approved. Motion passed unanimously.

B. RFB 24-107 – Alfermann Substation AB Transformer Repair

Lonning reported that RMU solicited bids from five companies to drain and replace the oil on the Alfermann spare transformer. Lonning explained that this transformer has sulfur in the oil which causes deposits in the windings which can lead to catastrophic failure of the transformer. The last time the transformer was tested, one of the low voltage bushings test points failed. To replace the bushings, about half of the oil needs to be drained so while we have the oil drained, it would be a good time to replace the four low voltage bushings, re-gasket the transformer and retest. Three of the five companies submitted bids and staff recommends approving the lowest bid from Southwest

Electric. Polizzi made a motion, seconded by Read, to award the bid for maintenance of the Alfermann spare transformer to Southwest Electric for \$177,350. Motion passed unanimously.

C. RFB 24-112 – Horizontal Directional Drilling

Lonning reported that RMU solicited bids for unit pricing for horizontal directional boring. Staff would like authorization from the Board to utilize the low bidders to perform directional drilling during the fiscal year as needed. Lonning noted that bids were requested from five businesses with three bidders providing pricing. Staff recommends approval for all three companies that responded with pricing and then utilize the cost sheets and prices proceeding with the most cost effective first. Lonning also requested authorization for the General Manager to approve requisitions over \$25,000 which would be reported to the board at the next monthly meeting. Showalter made a motion, seconded by Polizzi, to authorize staff to approve spending over the \$25,000 limit and report all purchases in excess of \$25,000 to the Board at the following meeting utilizing the cost sheet and prices from Eli Directional Drilling, Ridenhour Directional Drilling and TNT Underground Construction. Motion passed unanimously.

D. RMU General Rules & Regulations

Grunloh presented the updated version of RMU's General Rules and Regulations for approval and discussed the changes that were made. A copy of the Rules & Regulations was included in Board packets. Changes include adding that applications could be made online, the term "street lighting" was changed to "roadway lighting" and "cut-off" was changed to "disconnect," the billing due date was changed from 24 days for non-residential customers to 34 days for all customers. Showalter made a motion, seconded by Read, to approve the changes to the General Rules and Regulations as presented. Motion passed unanimously.

E. Revised Personnel Policies

Cresswell presented the Disbursement Policy (9.01) noting that RMU now can pay vendors via Automated Clearing House (ACH) if they choose. The changes in this policy are to incorporate this option. All disbursements will still be approved by a member of the Board via signature on the check register prior to the disbursement being made. Polizzi made a motion, seconded by Read, to approve the changes to the Disbursement Policy 9.01 as presented. Motion passed unanimously.

Cresswell presented the Purchasing Policy (9.05). The changes are related to terminology changes with the new software. The term requisition is used in place of "purchase order." The other change is to increase the amount of purchases requiring a requisition from \$3000 to \$5000 to match the \$5000 requirement for three bids. Showalter made a motion, seconded by Polizzi, to approve the Purchasing Policy 9.05 as presented. Motion passed unanimously.

Polizzi made a motion, seconded by Showalter, that the Board proceed to Closed Session to discuss Real Estate under RSMo (Supp. 1997) Section 610.021 (2). Roll call vote was taken 5:07 p.m. Votes: Barrack, yes; Showalter, yes; Read, yes; Polizzi, yes.

VII. CLOSED SESSION

Real Estate under RSMo Section 610.021 (2).

Read made a motion, seconded by Showalter that the meeting return to regular session. Roll call vote taken at 5:15 p.m. Votes: Barrack, yes; Showalter, yes; Read, yes.

Bourne announced the Board discussed a real estate matter in closed session with no action taken.

VIII. ADJOURNMENT

With no further business to discuss, Read made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:16 p.m.

Nicholas Barrack, President

Ted Read, Secretary

The Board's next meeting is scheduled for Tuesday, March 26, 2024 at 4:30 p.m.



**FINANCIAL STATEMENT
FEBRUARY 2024**

RECEIPTS:	
Electric, Water, Tax, Sewer and Refuse Charge	\$3,748,190.67
Accounts Receivable - Miscellaneous	\$26,241.54
Customer's Deposits - Refundable	\$22,647.18
Misc Non-Operating Revenue	<u>\$3,485.38</u>
Total Receipts	\$3,798,564.77
FSCB ICS Sweep Account Interest (January 31, 2024)	\$7,172.33
FSCB General Fund Account Interest (January 31, 2024)	\$6,842.20
FSCB Electronic Payment Account Interest (January 31, 2024)	\$2,842.31
PCB Super-Now Account Interest (January 31, 2024)	\$0.00
CEDARS - CD's Interest (January 31, 2024)	\$0.00
Public Utility Cash In Bank (January 31, 2024)	<u>\$32,958,975.33</u>
Total Receipts and Cash In Bank	<u>\$36,774,397.02</u>
DISBURSEMENTS:	
Power Purchased	\$2,585,592.03
Operating Expenses	\$161,611.55
Administrative and General Expenses	\$150,357.43
Payroll	\$221,708.21
Capital Expenditures	\$0.00
Construction in Progress	\$21,928.57
Stock Purchases (Inventory)	\$377,445.89
Balance of Customer's Deposits after Finals	\$10,002.09
Medical, Dental, Vision and Life Insurance Paid by Employees	\$16,467.66
Support Payments	\$1,255.36
457 Plan RMU/Employee Contributions	\$18,267.96
Flexible Spending Account Contributions	\$1,337.08
U.S. Withholding Tax	\$28,071.88
Missouri Dept. of Revenue (Sales Tax)	\$39,052.02
Missouri Dept. of Revenue (Income Tax)	\$10,263.00
First State Community Bank (Social Security)	\$44,332.60
Sewer Service Charge	\$359,634.84
Refuse Service Charge	\$247,158.90
PILOT to City of Roña	\$141,551.55
City Right-of-Way Manager	\$0.00
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void General Fund Check. #37867	<u>-\$7,261.76</u>
	\$4,426,975.28
Cash in Bank (February 29, 2024)	<u>\$32,345,421.74</u>
Total Disbursements and Cash In Bank	<u>\$36,774,397.02</u>
BALANCE OF OTHER FUNDS:	
PUBLIC UTILITY ACCOUNTS:	
Citizens Bank of Newburg, Ck# for \$	\$2,082.26
First State Comm Bk-Electronic Payment Account, Ck#1089 for \$2,192,944.69	\$444,778.53
First State Comm Bk-General Fund, Cks #37930-38077 for \$4,436,237.04	\$3,457,083.44
First State Comm Bk-ICS Sweep Account and Certificates of Deposit	\$239,037.42
PCB-Super Now, Ck #28378 for \$16,204.45	\$3,214.00
Town & Country Bank, Ck # for \$	<u>\$3,665.09</u>
Total Public Utility Accounts	\$4,149,838.74
ELECTRIC RESERVES:	
Money Market Account	\$10,195,583.00 Partially Funded
Rate Stabilization Fund	<u>\$300,000.00 Partially Funded</u>
Total Electric Reserves	\$10,495,583.00
RESTRICTED ELECTRIC RESERVES:	
Money Market Account	<u>\$14,151,791.00 FY21 Funded</u>
Total Electric Reserves	\$14,151,791.00
WATER RESERVES:	
Money Market Account	\$2,866,910.00 Fully Funded
Rate Stabilization Fund	<u>\$681,299.00 Partially Funded</u>
Total Water Reserves	\$3,548,209.00
TOTAL RESERVES:	<u>\$28,195,583.00</u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:	<u>\$32,345,421.74</u>
* Benchmark:	
Electric Reserves	\$12,083,862.00
Electric Rate Stabilization	\$3,020,966.00
Water Reserves	\$2,866,910.00
Water Rate Stabilization	\$716,727.00
	\$18,688,465.00



STATISTICS

February 2024

PRODUCTION

Date of Demand	02/18/2024
Time of Demand	08:00 AM
Billing Demand	54.3 MWH
kWh Purchased	25,917,600
Total Cost	\$1,788,825.73
Cost per kWh	\$0.069020
Load Factor	68.6%

Pumped #2 Well	0
Pumped #3 Well	2,355,000
Pumped #4 Well	3,476,000
Pumped #5 Well	3,281,000
Pumped #6 Well	2,187,000
Pumped #7 Well	1,560,000
Pumped #8 Well	1,268,000
Pumped #9 Well	2,985,000
Pumped #10 Well	2,047,000
Pumped #11 Well	5,832,000
Pumped #12 Well	3,449,000
Pumped #13 Well	6,819,000
Pumped #14 Well	9,291,000
Pumped #15 Well	3,189,000
Pumped #16 Well	6,943,000
Pumped #17 Well	4,820,000
Pumped # 1 Ind Park Well	3,972,000
Pumped # 2 Ind Park Well	2,935,000
Pumped # 3 Ind Park Well	1,605,000
Total Gallons	68,014,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,081	6,432
Residential - Three Phase	22	20
Commercial - Single Phase	968	519
Commercial - Three Phase	499	317
Power Service	103	89
Industrial	7	2
Area Lighting	16	7
Street Lighting	26	1
Missouri S&T		5
PWSD #2		599
Total	9,722	7,991

ELECTRIC SALES

Residential - Single Phase kWh	14,572,218
Residential - Three Phase kWh	164,553
Commercial - Single Phase kWh	1,858,530
Commercial - Three Phase kWh	4,182,593
Power Service kWh	7,047,380
Industrial kWh	6,024,530
Area Lighting kWh	8,076
Street Lighting kWh	37,179
Rental Lights kWh	78,141
Total kWh Sold	33,973,200
Demand kW	28,898
Revenue	\$3,011,586.65
Monthly Gain	31.08%
Fiscal Year to Date Loss	6.78%

WATER SALES

Residential - Single Phase Gallons	28,039,000
Residential - Three Phase Gallons	314,000
Commercial - Single Phase Gallons	5,991,000
Commercial - Three Phase Gallons	4,545,000
Power Service Gallons	9,406,000
Industrial Gallons	3,621,000
Missouri S&T Gallons	2,635,000
PWSD #2 Gallons	1,783,000
Total Gallons Sold	56,334,000
Revenue	\$319,395.97
Pumping Cost, Electric	\$39,424.77
Monthly Unidentified Loss	11.86%
Fiscal Year to Date Unidentified Loss	7.37%

PILOT	\$169,173.69
Sewer Service Charge	\$418,119.62
Refuse Service Charge	\$248,318.69

Gross Payroll \$314,661.22

** Loss includes 3,612,800 gallons per water main flushing records.
 *** FY loss includes 18,001,100 gallons per water main flushing records.

*The Centre Rollu's Health & Recreation Complex
Income Statement
For the 5 Months Ending
February 29, 2024*

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	167	146	14%	151	561	790	-29%	648
Net New & Reactivated Bridge/Freezes	3	(4)	-175%	(4)	(23)	(47)	-51%	(47)
Cancelled	92	87	-6%	117	459	437	-5%	612
Net	78	55	-22%	30	79	306	-74%	(11)
Total Members	1,981	2,230	-11%	2,047	1,981	2,230	-11%	2,047
Revenues								
Rental & Other								
Conference Room & Other Rental	\$1,290	\$500	\$790	\$898	\$2,860	\$2,500	\$360	\$2,053
	1,290	500	790	898	2,860	2,500	360	2,053
Member Services								
Membership Dues	59,599	70,556	(10,957)	59,754	289,876	326,416	(36,540)	280,843
Guest Fees	7,086	8,000	(914)	7,776	31,039	40,000	(8,961)	32,557
Locker Rent	254	75	179	157	807	375	432	384
	66,939	78,631	(11,692)	67,687	321,722	366,791	(45,069)	313,784
Fitness								
Enrollment Fees/Health Assessments	1,542	3,641	(2,099)	1,348	7,355	19,731	(12,376)	4,030
Special Programs	138	100	38	308	588	500	88	2,724
	1,680	3,741	(2,061)	1,655	7,943	20,231	(12,288)	6,753
Ancillary								
Swim Programs	9,406	11,000	(1,594)	10,232	32,307	55,000	(22,693)	41,231
General Medical Integration	1,041	1,485	(444)	397	3,073	5,940	(2,867)	1,885
Recreation	6,984	8,000	(1,016)	7,543	27,617	40,000	(12,384)	37,431
Café	1,335	1,250	85	2,732	4,976	6,250	(1,275)	4,158
Pro Shop	191	400	(209)	114	535	2,000	(1,465)	342
Personal Training	7,746	8,028	(282)	9,811	31,243	37,712	(6,469)	37,627
Children's Area	2,059	3,000	(941)	2,960	11,508	15,000	(3,492)	14,199
	28,762	33,163	(4,401)	33,789	111,258	161,902	(50,644)	136,874
Total Revenue	98,672	116,035	(17,363)	104,029	443,784	551,424	(107,640)	459,464
Expenses								
Salaries & Burden	86,978	97,311	(10,333)	100,446	431,989	484,473	(52,484)	483,633
Other Employee Expenses	1,890	2,000	(110)	1,826	14,862	10,000	(4,862)	10,760
General Supplies & Services	250	642	(392)	694	2,024	3,210	(1,186)	4,474
Environmental Supplies	6,412	1,500	(4,912)	4,629	8,835	7,500	(1,335)	12,914
Cost of Goods Sold	1,051	905	(146)	1,158	3,446	4,525	(1,079)	2,319
Minor Equipment	314	817	(503)	11,003	3,861	4,085	(224)	15,587
Repairs & Maintenance	5,110	3,100	(2,010)	1,084	33,851	15,500	(18,351)	23,890
Service Contracts & Licenses	12,304	9,162	(3,142)	9,035	45,854	45,810	(44)	34,006
Marketing & Collateral	16,587	5,600	(10,987)	4,963	37,190	28,000	(9,190)	31,090
Utilities	20,538	15,625	(4,913)	16,142	79,460	78,125	(1,335)	75,435
Bank Fees & Miscellaneous	3,092	3,579	(487)	4,274	16,350	17,895	(1,545)	15,791
Other Taxes & Fees	360	71	(289)	923	1,616	355	(1,261)	2,530
Total Expenses	154,888	140,312	(14,576)	156,177	679,338	699,478	(20,140)	712,429
Net Operating Income	(\$6,216)	(\$24,277)	(\$18,064)	(\$52,148)	(\$235,554)	(\$148,054)	(\$87,500)	(\$252,965)
Management Fees	8,000	10,000	(2,000)	8,000	43,000	50,000	(7,000)	40,000
Net Income (Loss)	(\$64,216)	(\$34,277)	(\$30,277)	(\$60,148)	(\$278,554)	(\$198,054)	(\$80,500)	(\$292,965)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$5,921	\$5,170	\$751	\$4,898	\$17,423	\$25,850	(\$8,427)	\$18,368
Recreation (Net)	\$3,843	\$5,800	(\$1,957)	\$5,372	\$15,214	\$29,000	(\$13,786)	\$27,418
Café (Net)	\$634	\$625	\$9	\$1,631	\$2,516	\$3,125	(\$609)	\$2,152
Pro Shop (Net)	(\$159)	\$120	(\$279)	\$57	(\$451)	\$600	(\$1,051)	\$29
Personal Training (Net)	\$1,973	\$3,211	(\$1,238)	\$4,065	\$7,463	\$15,085	(\$7,622)	\$13,422
Children's Area (Net)	\$669	\$844	(\$175)	\$727	\$3,525	\$4,220	(\$695)	\$1,656
Total Ancillary Services Net Income (Loss)	\$12,882	\$15,770	(\$2,888)	\$16,751	\$45,690	\$77,880	(\$32,190)	\$63,045

The Centre Rolla's Health & Recreation Complex
Balance Sheet
February 29, 2024

Assets

Current Assets

Cash	(\$37,483)
Accounts Receivable - Members	1,856
Inventory	2,304
Other Current Assets	98,056
Total Current Assets	<u>64,733</u>

Total Assets	<u><u>\$64,733</u></u>
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Liabilities & Equity

Current Liabilities

Accounts Payable	\$36,080
Deferred Income	60,685
Accrued Liabilities	25,086
Total Current Liabilities	<u>121,851</u>

Long Term Liabilities

Intercompany Due To (From)	2,258,867
Total Long Term Liabilities	<u>2,258,867</u>

Total Liabilities	<u><u>2,380,718</u></u>
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Equity

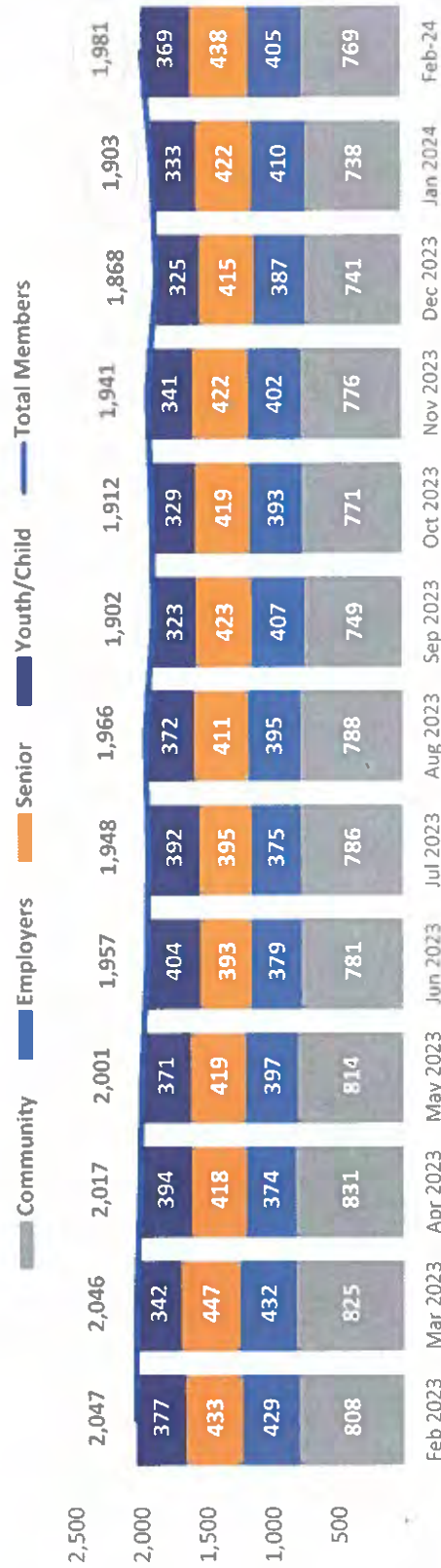
Retained Earnings	(2,315,984)
Total Equity	<u>(2,315,984)</u>

Total Liabilities & Equity	<u><u>\$64,733</u></u>
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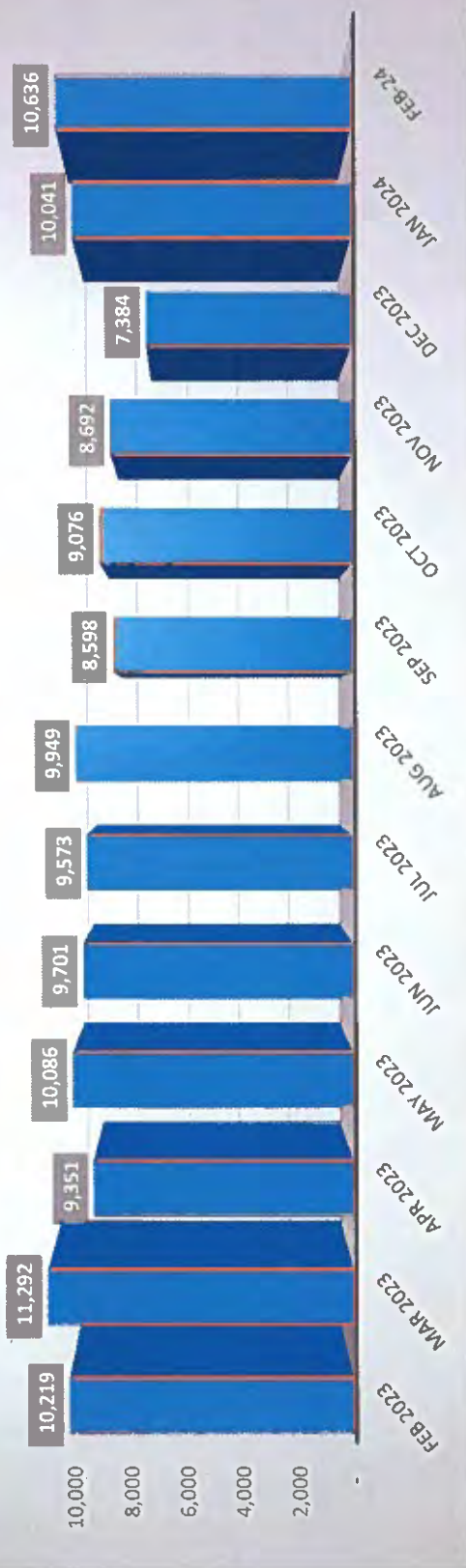
The Centre Rolla's Health & Recreation Complex
Statement of Cash Flows
For the 5 Months Ending
February 29, 2024

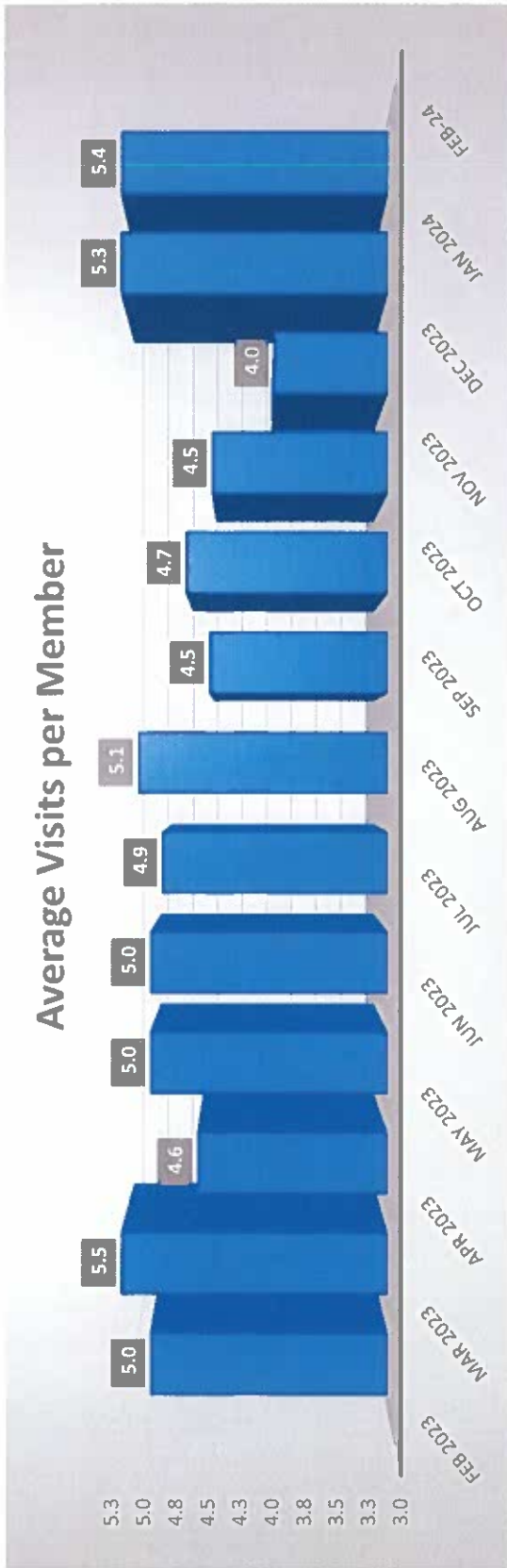
	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Year To Date
Cash Flows From Operating Activities													
Net Income (Loss)	(\$59,111)	(\$63,627)	(\$53,254)	(\$38,346)	(\$64,216)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$278,554)
Decrease/Increase in Current Assets:													
Accounts Receivable	(681)	(1,275)	2,386	(737)	3	0	0	0	0	0	0	0	(304)
Inventory	38	57	(35)	(673)	(8)	0	0	0	0	0	0	0	(620)
Other Current Assets	1,015	(40,474)	39,006	(8,446)	6,146	0	0	0	0	0	0	0	(2,753)
Increase/(Decrease) in Current Liabilities													
Accounts Payable	(888)	1,507	(9,714)	25,765	(9,916)	0	0	0	0	0	0	0	6,754
Deferred Income	4,705	270	(2,566)	1,912	(79)	0	0	0	0	0	0	0	4,241
Accrued Liabilities	25,415	1,779	(29,777)	(1,808)	3,767	0	0	0	0	0	0	0	(624)
Cash Flows from Operating Activities	(29,506)	(101,762)	(51,954)	(22,334)	(64,304)	0	0	0	0	0	0	0	(271,860)
Cash Flows from Financing Activities													
Due To/(From) Client or Related Party	0	32,129	145,996	44,365	0	0	0	0	0	0	0	0	222,490
Cash Flows from Financing Activities	0	32,129	145,996	44,365	0	0	0	0	0	0	0	0	222,490
Change in Cash	(29,506)	(69,633)	92,041	22,032	(64,304)	0	0	0	0	0	0	0	(49,370)
Beginning Cash	11,887	(17,619)	(87,252)	(4,790)	26,821	11,887	11,887	11,887	11,887	11,887	11,887	11,887	11,887
Ending Cash	(\$17,619)	(\$87,252)	\$4,790	\$26,821	(\$37,483)	\$11,887	\$11,887	\$11,887	\$11,887	\$11,887	\$11,887	\$11,887	(\$37,483)

Members by Type

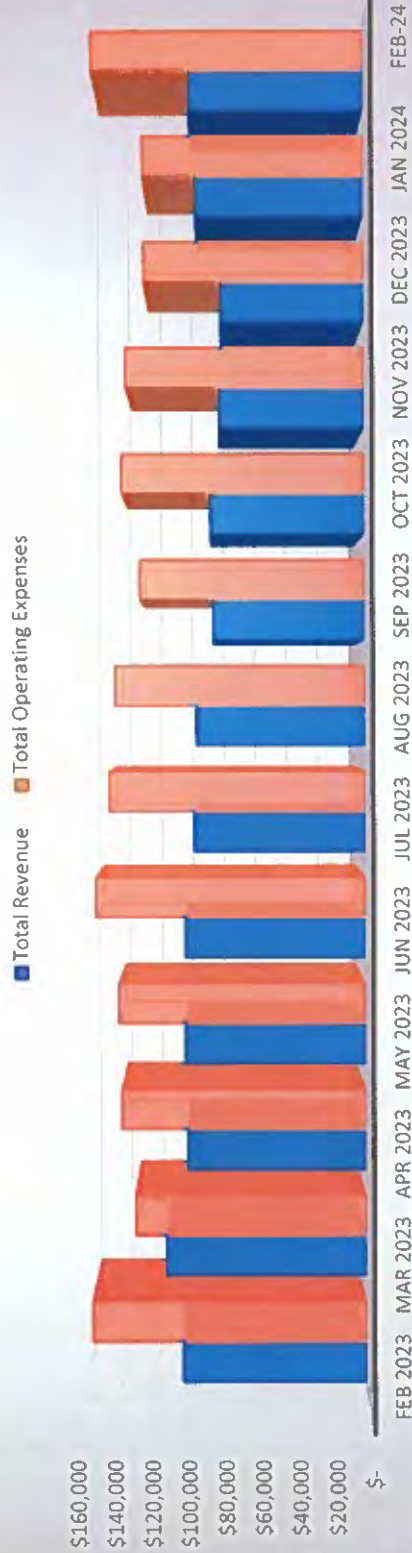


Total Center Visits

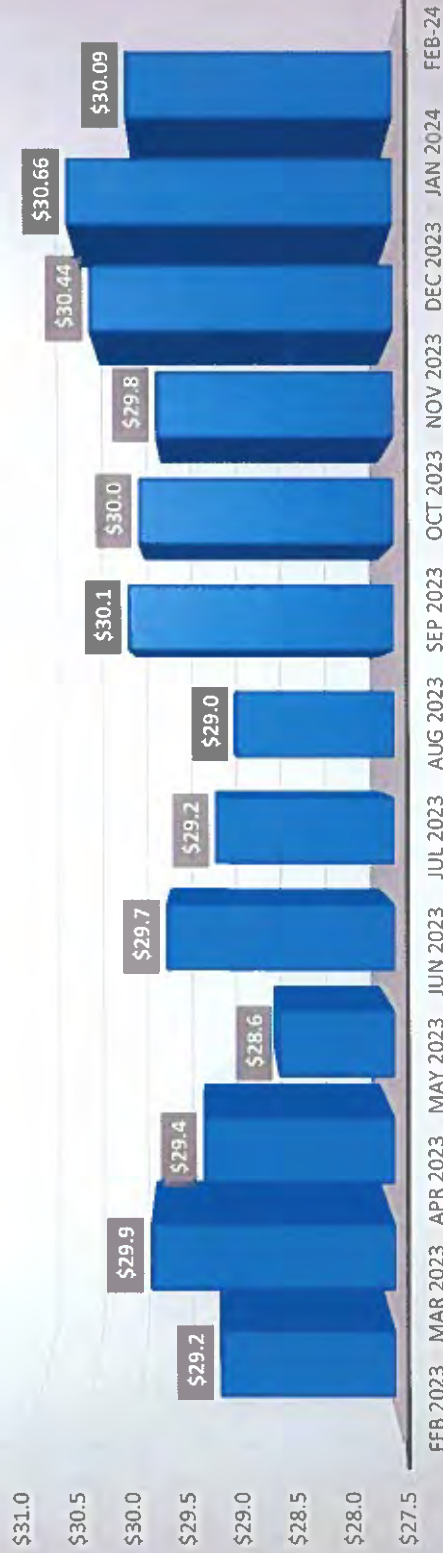




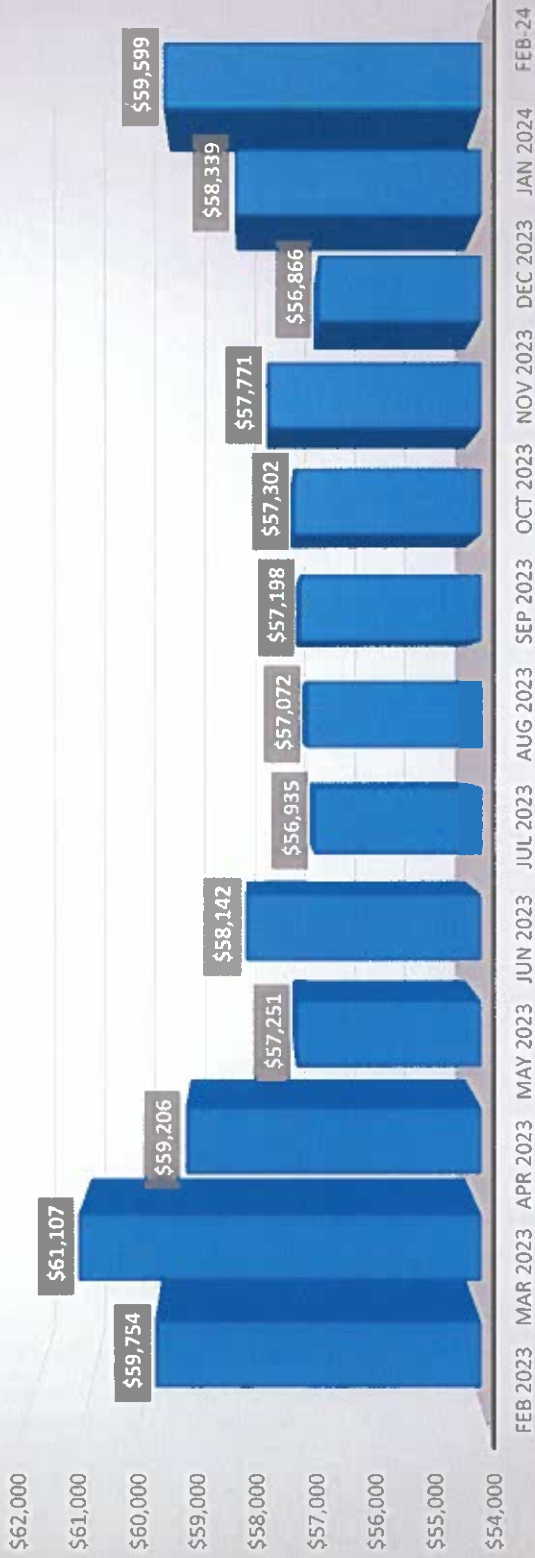
Revenues vs Operating Expenses



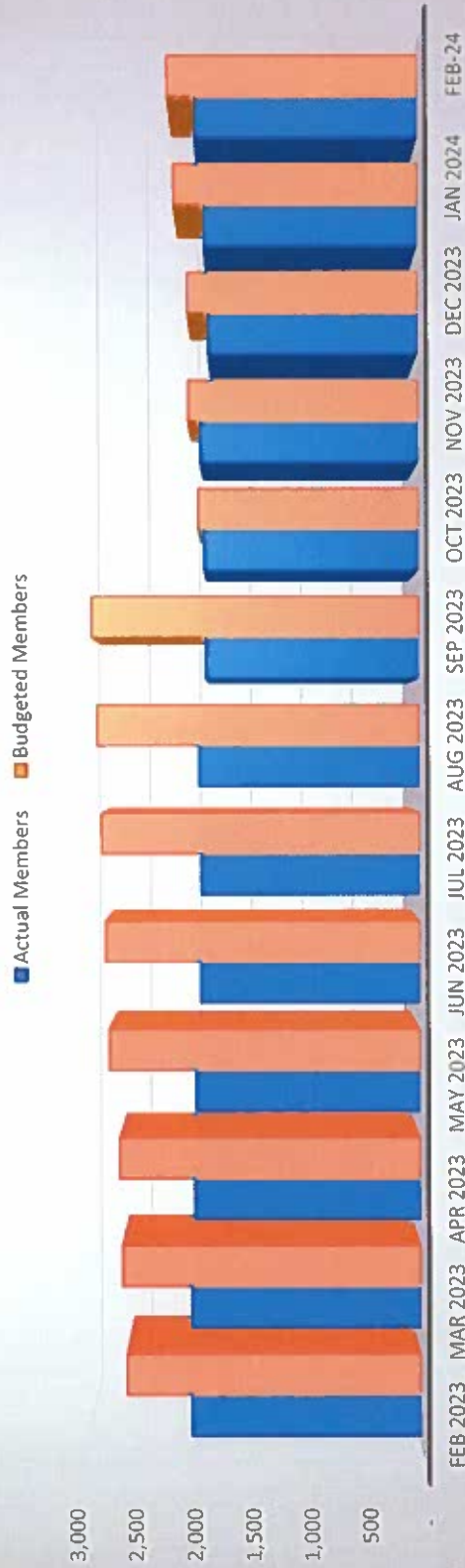
Average Dues per Billable Member



Membership Dues Revenue



Total Members





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DEPARTMENT OF PUBLIC WORKS
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Rolla, MO 65402

email pubworks@rollacity.org

**City of Rolla – Bicycle Pedestrian Advisory Committee
Meeting Minutes – January 25, 2024**

In Attendance: Darin Pryor, Ken Kwantes, Jeremy Jamison (by video), Tom Coots, Doug James, and Millie Street

Meeting called to order at 4:30 p.m. by Ken Kwantes, Chairman

Members received handouts and Darin Pryor gave the introduction.

A brief discussion followed regarding what would be expected at the next meeting on March 14, 2024 at 4:30 p.m. in the 4th Floor Conference Room.

Due to the fact the meeting did not have a quorum, discussion only followed.

No formal votes were taken.

**MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, MARCH 12, 2024**

Presiding: Russell Schmidt, Chairperson

Commission Members Present: Robert Anderson, Nathan Chirban, Kevin Crider, Steve Davis, Monty Jordan, Janece Martin, Don Morris, Monte Shields

Commission Members Absent: None

I. APPROVE MINUTES: Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, February 13, 2024. Chairperson Russell Schmidt approved the minutes as printed and distributed.

II. REPORT ON RECENT CITY COUNCIL ACTIONS:

1. **PUD24-01:** Rezoning to apply a Planned Unit Development overlay to property zoned C-2, General Commercial for a mixed-use redevelopment at 127 H-J Drive.

III. NEW BUSINESS: NONE

IV. PUBLIC HEARING:

1. **CUP24-01:** Conditional Use Permit to allow an industrial use in the C-C, Center City district for a proposed brewery at 600 N Rolla Street.

Coots presents the staff report.

Morris asks if Public House already brews beer onsite, why do we need the CUP? Is it because they are expanding their brewing area? **Coots** states that they are now splitting off into 2 different companies. The brewery will be one company and the Public House will be a separate company. The brewery would be a stand-alone use, rather than being accessory to the restaurant.

Morris asks if the space they are wanting to use for the brewery is 8,000 square feet, why are we stating that the brewing area can only be 8,000 square feet? **Coots** responds that it is to prevent them from expanding the building to more square footage and use that new area for brewing without getting permission from the City.

Chirban asks how close the nearest residential property is to the area for the proposed brewery? **Coots** responds that there is a building across the street to the north.

Chirban asks if the incoming delivery trucks would create a noise nuisance? **Coots** states that this is a commercial area so any business would have trucks coming and going.

Schmidt opens the public hearing.

Josh Stacy, residing at 10660 Baker Drive, Rolla, Missouri. Mr. Stacy presents his plans for moving the brewing facility from St. James to Rolla and the brewing process.

Schmidt closes the public hearing.

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

A motion was made by Monte Shields, seconded by Steve Davis, to send the request for approval of the CUP to City Council with the conditions that the brewery use is limited to 8,000 square foot of area, significant expansion would require approval and the CUP is limited to production, manufacturing, packaging and storage of beer or wine. A roll call vote on the motion showed the following: Ayes: Anderson, Chirban, Crider, Davis, Jordan, Martin, Morris and Shields. Nays: None. Absent: None. The motion passes.

2. **Site Plan Review:** Lease of property owned by Rolla/RMU at 10822 CR 3160 for a data processing operation; zoned P, Public.

Coots presents the staff report.

Chirban asks if the planning & zoning commission does not pass this, does it mean they would not be able to lease this property to this company? **Coots** states that you would defer it to the City Council, you could not outright deny this case.

Chirban asks if this is approved and they want to put more stations at other locations in the future would it require a separate approval? **Coots** responds, yes.

Chirban asks if this is approved and they want to add more to this location would it require separate approval? **Coots** responds, yes.

Morris asks where it states that they are limited to three structures? **Coots** responds that it is limited to the site plan which only shows three containers.

Schmidt opens the public hearing.

Rodney Bourne, General Manager of Rolla Municipal Utilities. States that because of the amount of energy used, this facility will generate a lot of heat. The developer would like to modify the site plan to add a greenhouse next to the containers which can help to divert the hot air generated by the equipment. Mr. Bourne explains the plans for this property, energy usage, rates, provisions for peak alerts and noise level to the commission.

Davis asks if this will be monitored 24 hours a day for any issue or if it needs to be shut down in an emergency situation. **Bourne** states that this is monitored 24 hours a day, RMU is obligated to give a 2 hour notice if they need to shut down. If the customer does not shut down then RMU has the ability to shut them down.

Crider asks if the 140 acres directly west that's still in the city limits were to be developed will RMU still have enough power to supply that area. **Bourne** responds, yes.

Schmidt asks about security at this facility. **Bourne** states that the leased property will be fenced off and have its own entrance. They will not have access to the remainder of the property.

Chirban asks what amount of time the initial term of the lease would be for? **Bourne** responds that it will be a three year initial term with renewals after that.

Josh Vroman – Rolla City Council, residing at 115 Gene Drive, Rolla, Missouri. Mr. Vroman asks if this company receives a reduced rate, or a higher rate? **Bourne** states that they have an interruptible rate which is an energy only rate, they will pay a service availability fee and then .07 cents per kilowatt. He also states that this information should be published on the RMU website.

Vroman states that we just revised Chapter 42 and I don't believe it has anything for crypto mining as a business. Will this company need to have a business license? **Bourne** replies that we have already pointed them in the direction of the Code Department for building permits and the Finance Department to determine if he needs a business license.

Vroman asks if the lessee is paying for the site preparation? **Bourne** responds, yes.

Vroman asks if this facility will be using water to cool its heating power? **Bourne** respond, no.

Schmidt closes the public hearing.

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

A motion was made by Janece Martin, seconded by Don Morris, to find that the site plan would not cause significant and unwarranted impact if revised and approved the site plan with the allowance for the greenhouse. A roll call vote on the motion showed the following: Ayes: Anderson, Chirban, Crider, Davis, Jordan, Martin, Morris, and Shields. Nays: None. Absent: None. The motion passes.

3. Old Town Neighborhood Plan: Resolution to adopt the plan as an element of the Comprehensive Plan and recommend adoption by City Council.

Coots presents the staff report.

Schmidt opens the public hearing.

Jerome Beck, residing at 13850 South Highway 63. Mr. Beck states that he likes that Rolla has so much black history and would like to see the Lincoln School turned into a black history museum. He would also like to see more feedback from the black community on this plan. He is concerned that the plan might "run over" the poor people and would like help from grants or the local government to help the poor people bring their houses up to par. Mr. Beck would also like to see a robust preserving of affordability in this plan.

Schmidt closes the public hearing.

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

A motion was made by Janece Martin, seconded by Monte Shields, to adopt a resolution to approve the Old Town Neighborhood Plan as an element of the adopted Comprehensive Plan and recommend the plan be adopted by the City Council. A roll call vote on the motion showed the following: Ayes: Anderson, Chirban, Crider, Davis, Jordan, Martin, Morris, and Shields. Nays: None. Absent: None. The motion passes.

V. OLD BUSINESS: NONE

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

IX. CITIZEN COMMENTS: NONE

**Meeting adjourned: 8:02 p.m.
Minutes prepared by: Cindy Brown**

NEXT MEETING: Tuesday, April 9, 2024

**CITY OF ROLLA
CASH ANALYSIS REPORT
February 29, 2024**

GENERAL FUND

CASH IN BANK	\$	61,047.32
NIB GENERAL FUND	\$	45,303.44
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	70.80
ASI FLEX 125	\$	18,953.66
TIF ACCOUNT - EATS	\$	83,439.51
TIF ACCOUNT - PILOT	\$	15.13
CASH - PAID UNDER PROTEST	\$	-
INVESTMENT - GOLDMAN	\$	-
INVESTMENTS - GENERAL FUND	\$	2,126,851.85
USE TAX MMA	\$	1,374,071.42
MMA - GENERAL FUND RESERVE REBUILD	\$	2,266,382.55
POLICE JUNIOR CADET PROGRAM FUNDS	\$	1,107.42
POLICE EVIDENCE FUNDS	\$	19,785.79
CITY SEIZURES & FORFEITURES	\$	9,907.18
TASKFORCE SEIZURES & FORFEITURES	\$	33,575.54
ANIMAL CONTROL SHELTER COMM PARTNER	\$	140,528.82
ANIMAL CONTROL SHELTER RESERVE	\$	96,828.58
ANIMAL CONTROL SHELTER DONATIONS - PAYPAL	\$	-
PROPERTY FIRE DAMAGE ACCOUNT	\$	15.12
GENERAL FUND CREDIT CARD ACCOUNT	\$	364,444.19
US BANK ESCROW	\$	-
INVESTMENT CLEARING ACCOUNT	\$	114.46
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	-
GENERAL FUND TOTALS	\$	6,642,442.78

SEWER FUND

CASH IN BANK	\$	935,523.46
NIB GENERAL FUND	\$	263.00
SEWER FUND MMA	\$	1,430,651.06
SEWER FUND DEPREC & RESERVE	\$	413,480.13
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	7,856.59
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
SEWER FUND TOTALS	\$	2,787,774.24

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$	729,827.77
NIB ENV SVS FUND	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	3,103.11
MMA PCB	\$	1,268,199.38
ENV SVS CC	\$	183,653.71
INVESTMENT - CDS	\$	-
ENV SVS FUND TOTALS	\$	2,184,783.97

ARPA FUNDING

CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	1,242,355.56
AIRPORT FUND TOTALS	\$	1,242,355.56

**CITY OF ROLLA
CASH ANALYSIS REPORT
February 29, 2024**

AIRPORT FUND

CASH IN BANK	\$ 58,866.04
NIB GENERAL FUND	\$ 2,896.34
GENERAL FUND CREDIT CARD ACCOUNT	\$ 7,352.47
INVESTMENTS - MMA	\$ 29,415.41
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 33,592.00
AIRPORT FUND TOTALS	\$ 132,122.26

CEMETERY FUND

CASH IN BANK	\$ 3,200.00
CASH - MMA	\$ 358,273.68
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 361,473.68

STREET FUND

CASH IN BANK	\$ 1,186,229.47
NIB GENERAL FUND	\$ -
TDD PROPERTY RENTAL	\$ 17,712.03
GENERAL FUND MMA	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 12,770.00
CASH - MMA	\$ 5,865,025.43
MODOT RESERVE	\$ 3,027,063.70
INVESTMENT - CDS	\$ 500,000.00
STREET FUND TOTALS	\$ 10,608,800.63

RECREATION FUND

CASH IN BANK	\$ (701,016.35)
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
DEPR RES & EQUIP - MMA	\$ -
RECREATION FUND TOTALS	\$ (701,016.35)

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 512,047.47
CASH - HEALTH ACCOUNT	\$ 429,496.18
GENERAL FUND CREDIT CARD ACCOUNT	\$ 9,076.45
HEALTH FUND TOTALS	\$ 950,620.10

PARK FUND

CASH IN BANK	\$ 26,138.93
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - GOLDMAN	\$ 255,197.66
INVESTMENTS - PARK SALES TAX	\$ 200,050.64
PARKS CC	\$ 65,391.72
PARK FUND TOTALS	\$ 546,778.95

PARK LAND RESERVE FUND

CASH IN BANK	\$ 10.68
PARK LAND RESERVE ACCOUNT	\$ 15,175.56
PARK LAND RESERVE FUND TOTALS	\$ 15,186.24

GRAND TOTAL ALL FUNDS **\$ 23,528,966.50**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 29, 2024
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$ 14,451,935.00	\$ 5,852,341.95	\$ 8,599,593.05	40.5%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 769,610.00	\$ 313,628.23	\$ 455,981.77	40.8%
ADMINISTRATION	\$ 352,225.00	\$ 122,720.75	\$ 229,504.25	34.8%
LIBRARY	\$ 431,300.00	\$ 158,914.80		36.8%
FINANCE	\$ 778,195.00	\$ 352,917.94	\$ 425,277.06	45.4%
LEGAL	\$ 117,940.00	\$ 33,398.36	\$ 84,541.64	28.3%
COURT	\$ 147,895.00	\$ 50,818.69	\$ 97,076.31	34.4%
TELECOMMUNICATIONS	\$ 1,476,605.00	\$ 611,023.91	\$ 865,581.09	41.4%
ANIMAL CONTROL	\$ 490,155.00	\$ 151,985.65	\$ 338,169.35	31.0%
POLICE	\$ 5,264,010.00	\$ 2,054,022.70	\$ 3,209,987.30	39.0%
FIRE	\$ 3,945,211.00	\$ 1,433,914.10	\$ 2,511,296.90	36.3%
ROLLA RURAL FIRE	\$ -	\$ 234,855.93	\$ (234,855.93)	#DIV/0!
BUILDING SERVICES	\$ 118,175.00	\$ 52,565.61	\$ 65,609.39	44.5%
COMMUNITY DEVELOPMENT	\$ 556,050.00	\$ 181,914.31	\$ 374,135.69	32.7%
ECONOMIC DEVELOPMENT	\$ 62,025.00	\$ 54,582.85	\$ 7,442.15	88.0%
TOTAL EXPENDITURES	<u>\$ 14,509,396.00</u>	<u>\$ 5,807,263.83</u>	<u>\$ 8,429,746.97</u>	40.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (57,461.00)	\$ 45,078.12	\$ 169,846.08	
<u>SEWER FUND</u>				
REVENUES	\$ 5,002,131.25	\$ 1,805,977.32	\$ 3,196,153.93	36.1%
EXPENDITURES	<u>\$ 5,047,655.00</u>	<u>\$ 1,687,601.17</u>	<u>\$ 3,360,053.83</u>	33.4%
REVENUES OVER/UNDER EXPENDITURES	\$ (45,523.75)	\$ 118,376.15	\$ (163,899.90)	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 4,110,700.00	\$ 1,515,516.99	\$ 2,595,183.01	36.9%
EXPENDITURES				
RECYCLING	\$ 474,805.00	\$ 183,339.33	\$ 291,465.67	38.6%
SANITATION	\$ 3,354,525.00	\$ 1,127,925.49	\$ 2,226,599.51	33.6%
VEHICLE MAINTENANCE	<u>\$ 519,385.00</u>	<u>\$ 218,934.41</u>	<u>\$ 300,450.59</u>	42.2%
TOTAL EXPENDITURES	<u>\$ 4,348,715.00</u>	<u>\$ 1,530,199.23</u>	<u>\$ 2,818,515.77</u>	35.2%
REVENUES OVER/UNDER EXPENDITURES	\$ (238,015.00)	\$ (14,682.24)	\$ (223,332.76)	
<u>ARPA FUNDING</u>				
REVENUES	\$ 3,000.00	\$ 36,089.43	\$ (33,089.43)	1203.0%
EXPENDITURES	<u>\$ 1,165,000.00</u>	<u>\$ 24,094.83</u>	<u>\$ 1,140,905.17</u>	2.1%
REVENUES OVER/UNDER EXPENDITURES	\$ (1,162,000.00)	\$ 11,994.60	\$ (1,173,994.60)	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 29, 2024
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>AIRPORT FUND</u>				
REVENUES	\$ 1,032,500.00	\$ 224,056.29	\$ 808,443.71	21.7%
EXPENDITURES	\$ 1,084,575.00	\$ 341,463.86	\$ 743,111.14	31.5%
REVENUES OVER/UNDER EXPENDITURES	\$ (52,075.00)	\$ (117,407.57)	\$ 65,332.57	
<u>CEMETERY FUND</u>				
REVENUES	\$ 21,000.00	\$ 11,789.06	\$ 9,210.94	56.1%
EXPENDITURES	\$ 8,000.00	\$ -	\$ 8,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ 13,000.00	\$ 11,789.06	\$ 1,210.94	
<u>STREET FUND</u>				
REVENUES	\$ 8,312,368.75	\$ 2,829,055.00	\$ 5,483,313.75	34.0%
EXPENDITURES				
STREET	\$ 7,540,500.00	\$ 986,883.63	\$ 6,553,616.37	13.1%
TDD	\$ -	\$ -	\$ -	#DIV/0!
ENGINEERING	\$ 1,142,275.00	\$ 437,663.38	\$ 704,611.62	38.3%
TOTAL EXPENDITURES	\$ 8,682,775.00	\$ 1,424,547.01	\$ 7,258,227.99	
REVENUES OVER/UNDER EXPENDITURES	\$ (370,406.25)	\$ 1,404,507.99	\$ (1,774,914.24)	
<u>RECREATION FUND</u>				
REVENUES	\$ 500,600.00	\$ 95,572.32	\$ 405,027.68	19.1%
EXPENDITURES				
AQUATICS	\$ -	\$ 1,425.25	\$ (1,425.25)	#DIV/0!
ADMINISTRATION	\$ 487,305.00	\$ 430,029.42	\$ 57,275.58	88.2%
MAINTENANCE	\$ -	\$ 35,958.40	\$ (35,958.40)	#DIV/0!
TOTAL EXPENDITURES	\$ 487,305.00	\$ 467,413.07	\$ 19,891.93	95.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 13,295.00	\$ (371,840.75)	\$ 385,135.75	
<u>PARK FUND</u>				
REVENUES	\$ 2,471,000.00	\$ 868,277.34	\$ 1,602,722.66	35.1%
EXPENDITURES				
ADMINISTRATION	\$ 246,955.00	\$ 114,557.89	\$ 132,397.11	46.4%
PARKS	\$ 1,813,990.00	\$ 605,811.20	\$ 1,208,178.80	33.4%
SPLASHZONE	\$ 313,650.00	\$ 26,738.00	\$ 286,912.00	8.5%
OUTDOOR RECREATION	\$ 182,435.00	\$ 45,051.96	\$ 137,383.04	24.7%
TOTAL EXPENDITURES	\$ 2,557,030.00	\$ 792,159.05	\$ 1,764,870.95	31.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (86,030.00)	\$ 76,118.29	\$ (162,148.29)	

CITY OF ROLLA
 REVENUE/EXPENDITURE REPORT - UNAUDITED
 February 29, 2024
 42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 650.00	\$ 82.50	\$ 567.50	12.7%
EXPENDITURES	<u>\$ 25,000.00</u>	<u>\$ -</u>	<u>\$ 25,000.00</u>	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (24,350.00)	\$ 82.50	\$ (24,432.50)	



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Conditional Use Permit to allow an industrial use in the C-C, Center City district for a proposed brewery at 600 N Rolla Street

MEETING DATE: April 1, 2024

Application and Notice:

Applicant - Joshua Stacy of Public House Brewing Company
Owner - Stephen Hopkins of Mark 9, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant was formerly renting space in the building at 600 N Rolla Street. The building is divided into three lease spaces. The applicant leased the middle space to operate the Public House Brewing Company Pub. The north and south lease spaces are currently vacant, but formerly had retail uses. The applicant proposes to lease the entire property and use the north lease space (Suite A) to relocate their beer brewing operations from St. James. The middle lease space (Suite B) would continue to be used as a restaurant/pub with an enlarged kitchen. The south lease space (Suite C) would be used for event space and retail.

The proposed beer brewing operation is an industrial use. An industrial use is permitted in the C-C, Center City district with approval of a Conditional Use Permit, if the scale and intensity of the use is found to be compatible with the surrounding uses. Any approved industrial use must be conducted within a building.

Property Details:

Current zoning - C-C, Center City
Proposed use - Industrial Use (brewery)
Land area - About 36,300 square feet
Building area - About 24,000 square feet (Suite A: about 8,000 square feet)

Public Facilities/Improvements:

Streets - The subject property has frontage on Rolla Street, 6th Street (both Major Arterials), and 7th Street, a local street.
Sidewalks - There are existing sidewalks adjacent to the property on all sides.
Utilities - The property is already served by all needed utilities.
Drainage - No change to stormwater drainage is expected.

Comprehensive Plan: The Comprehensive Plan indicates that the subject property is appropriate for Center City uses.

Discussion: The applicant proposes to operate the brewery operation within an existing building space. No additions are proposed. The building façade of the area proposed to be used for the brewery operation currently does not have any windows and has a somewhat industrial appearance. The space proposed to be used for the brewery was last used for wholesale and discount retail uses, but was formerly a storage space. The proposed brewing would occur in an 8,000 square foot space, limiting the scale of the operation.

If the Conditional Use Permit is approved, the following conditions are recommended as conditions of approval:

1. The Conditional Use Permit limits the brewery use to 8,000 square feet in area.
2. Significant expansion of the facilities will require approval of an amended Conditional Use Permit.
3. The Conditional Use Permit is limited to permitting the production, manufacture, packaging, and storage of beer or wine. Other beverage production or distilling will require approval of an amendment to the Conditional Use Permit.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 12, 2024 and voted 8-0 to recommend approval of the request with the conditions suggested in the staff report.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance; Public Notice Letter; Letter of Request

AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY ADDRESSED AS 600 N ROLLA STREET FOR AN INDUSTRIAL USE (BREWERY) IN THE C-C, CENTER-CITY DISTRICT. (PUBLIC HOUSE BREWING COMPANY)

(CUP24-01)

WHEREAS, an application for a Conditional Use Permit (CUP) was duly filed with the Community Development Department requesting that the City of Rolla issue a Conditional Use Permit for the property addressed as 600 N Rolla Street for an Industrial Use (Brewery) in the C-C, Center-City district; and

WHEREAS, a public notice was duly published in the Phelps County Focus for this according to law, which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 12, 2024 and recommended the City Council approve the issuance of the proposed Conditional Use Permit; and

WHEREAS, the Rolla City Council, during its March 18, 2024 meeting, conducted a public hearing concerning the proposed Conditional Use Permit to hear the first reading of the attached ordinance;

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring the said Conditional Use Permit and by those citizens opposing said permit, the City Council found the proposed Conditional Use Permit would promote public health, safety, morals and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

SECTION 1: That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by authorizing the issuance of a Conditional Use Permit for an Industrial Use (Brewery) in the C-C, Center-City district on property currently addressed as 600 N Rolla Street, and as described as follows:

All of Lots 3, 4, 5, 6 and 7 in Block 59 in the County Addition to the City of Rolla, Missouri.

Also, a fractional part of Lot 8 in Block 59 in the County Addition to the City of Rolla, Missouri, described as follows: Commencing at the Southeast Corner of said Lot 8, being the -Northwest corner of 6th and Pine Streets in the City of Rolla, Missouri; thence North along the East line of said Lot 8 a distance of 28 feet, more or less, to the South line of the real estate heretofore conveyed to Frank B. Powell by deed of record in Book 98 at Page 341 of the Deed Records of Phelps County, Missouri; thence West along the South line of

said real estate conveyed to Frank B. Powell by said deed, a distance of 50 feet; thence North a distance of 76 feet and 2 inches, more or less, to the South line of an alley; thence West along the South line of said alley a distance of 7 feet, more or less, to the West line of said Lot 8; thence South along the West line of said Lot 8 a distance of 104 feet and 2 inches, more or less, to the Southwest Corner of said Lot 8, being the North line of 6th Street, thence East along the South line of said Lot 8 and along the North line of 6th Street a distance of 57 feet, more or less, to the Southeast Corner of said Lot 8 and the place of beginning.

Also, a fractional part of Lot 2 in Block 59 in the County Addition of the City of Rolla, Missouri, more particularly described as follows: Beginning on the South line of 7th Street in the City of Rolla, Missouri, at a point 72 feet and 9.5 inches West of the Northeast Corner of said Block 59; thence South a distance of 27 feet and 8 1/2 inches to a point; thence East a distance of 1 1/2 inches; thence South a distance of 24 feet and 5 1/2 inches, more or less, to the North line of the property heretofore conveyed to John M. Dent by deed of record in Book 83, Page 547 of the Deed Records of Phelps County, Missouri (which said deed describes a rectangle having a North & South width of 26 feet and 2 inches); thence West a distance of 4 feet and 10 inches along the North line of the Dent property to the Northwest Corner of said Dent property; thence South along the West line of said Dent property a distance of 26 feet and 2 inches; thence West a distance of 27 feet and 10 inches to the Northeast Corner of the real estate conveyed to Frank B. Powell Lumber Co., Inc. from Lawrence E. May and wife, in Deed Book 164 at Page 137 of Phelps County, deed records (said real estate being a rectangle of 26 feet and 6 inches length and 13 feet width); thence South 26 feet and 6 inches to the North line of a 12 foot wide alley vacated by City of Rolla, Missouri, Ordinance No. 2092; thence West along the North side of said alley, a distance of 3 feet and 8 inches, more or less, to the West line of Lot 2 of said Block 59 of said County Addition to City of Rolla, Missouri, thence North along the West line of said Lot 2 a distance of 104 feet, more or less, to the Northwest Corner of said Lot 2 and the South line of 7th Street; thence East along the North line of said Lot 2 and the South line of 7th Street to the place of beginning.

Also, all those parts of the vacated alley which are adjacent to the above described real estate whether lying on the North side of, or the South side of, or on both sides of said alley. Said alley having been vacated by City of Rolla, Missouri, Ordinance #2092, recorded in Phelps County, Missouri, Recorder's Office in Deed Book 288 at Page 183, on March 23, 1978.

Also, A fractional part of Lot 8 in Block 59 in the County Addition to the City of Rolla, Missouri, described as follows: Commencing at the Southeast corner of said Lot 8, being the Northwest corner of 6th and Pine Streets in the City of Rolla, Missouri; thence North along the East line of said Lot 8, a distance of 28 feet to the place of beginning; thence West a distance of 50 feet; thence North a distance of 76 feet 2 inches, more or less, to the South line of an alley; thence East along the South line of said alley, a distance of 50 feet, more or less, to the East line of said Lot 8, thence South 76 feet, 2 inches to the place of beginning.

EXCEPTING from the above the following: A fractional part of Lot 8, Block 59, and, a fractional part of the South Half of a vacated 12.0 foot wide alley in said Block 59 all in County Addition Rolla, Missouri described as follows: Commencing at the Southeast

Corner of Lot 8, Block 59 said County Addition; thence North 0000'20" East, 25.83 feet along the West right of way of Pine Street to a building face, the true point of beginning of the hereinafter described tract: Thence North 88036'30" West, 50.01 feet along said building face; thence North 0000'22" East, 83.08 feet partially along the West line of a parcel described in Phelps County Deed Records at Document No. 9507006 to the centerline of the aforesaid vacated alley; thence North 89°57' East, 50.00 feet along the centerline of said vacated alley to the aforesaid West right of way of Pine Street; thence South 0000'20" West, 84.34 feet along said West right of way to the true point of beginning. Above described exception contains 0.10 acre, more or less, per plat of survey R- 10206, dated December 26, 2001, by Elgin Surveying & Engineering, Inc.

SECTION 2: That, as a condition of approval of this ordinance, this Conditional Use Permit will be subject to the following conditions:

1. The Conditional Use Permit limits the brewery use to 8,000 square feet in area.
2. Significant expansion of the facilities will require approval of an amended Conditional Use Permit.
3. The Conditional Use Permit is limited to permitting the production, manufacture, packaging, and storage of beer or wine. Other beverage production or distilling will require approval of an amendment to the Conditional Use Permit.

SECTION 3: This ordinance shall be in full force and effect from the date of passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF APRIL, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

Josh Stacy

600 North Rolla Street, Suite B

Rolla, MO 65401

jstacy@publichousebrewery.com

573-368-9289

February 13, 2024

City of Rolla Planning and Zoning Department

901 North Elm St.

Rolla, MO 65401

Subject: Request for Conditional Use Permit for 600 North Rolla Street Suite A - Public House Brewing Company

Dear [ity of Rolla Planning and Zoning,

I am writing on behalf of Public House Brewing Company to formally request a Conditional Use Permit for the property located at 600 North Rolla Street Suite A, Rolla, MO 65401. Our intention is to establish a manufacturing and packaging facility for beer production at this location.

Public House Brewing Company is a reputable and community-focused brewery with a proven track record of producing high-quality craft beers. We believe that expanding our manufacturing and packaging operations at 600 North Rolla Street Suite A will not only contribute positively to the local economy but also enhance the cultural and social fabric of the community.

The proposed facility will strictly adhere to all relevant zoning regulations, health and safety standards, and environmental guidelines. Our commitment is to operate responsibly and in harmony with the surrounding businesses and residents.

Here is a brief overview of our proposal:

Manufacturing and Packaging of Beer: The facility will be dedicated to the production, manufacturing, and packaging of a variety of craft beers by Public House Brewing Company.

Hours of Operation: The proposed operating hours are from 6:30m to 6pm; Tuesday - Friday.

Noise and Odor Control: We are committed to implementing measures to control noise and odors associated with our operations to minimize any potential impact on the surrounding community.

Traffic and Parking: We have conducted a thorough assessment of traffic and parking requirements and are confident that our operations will not unduly burden the local infrastructure.

We understand the importance of adhering to the City of Rolla's regulations and are fully prepared to collaborate with the Planning and Zoning Department to address any concerns or requirements that may arise during the application process. We are open to a public hearing or any other necessary steps to ensure transparency and community engagement in this matter.

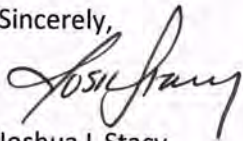
Enclosed with this letter, you will find the necessary documents, including site plans, operational details, and any other information required for the Conditional Use Permit application.

We appreciate your time and consideration of our request. We look forward to the opportunity to contribute to the vibrant and growing community of Rolla.

If you require any additional information or have questions, please do not hesitate to contact me at 573-368-9289 or jstacy@publichousebrewery.com.

Thank you for your attention to this matter.

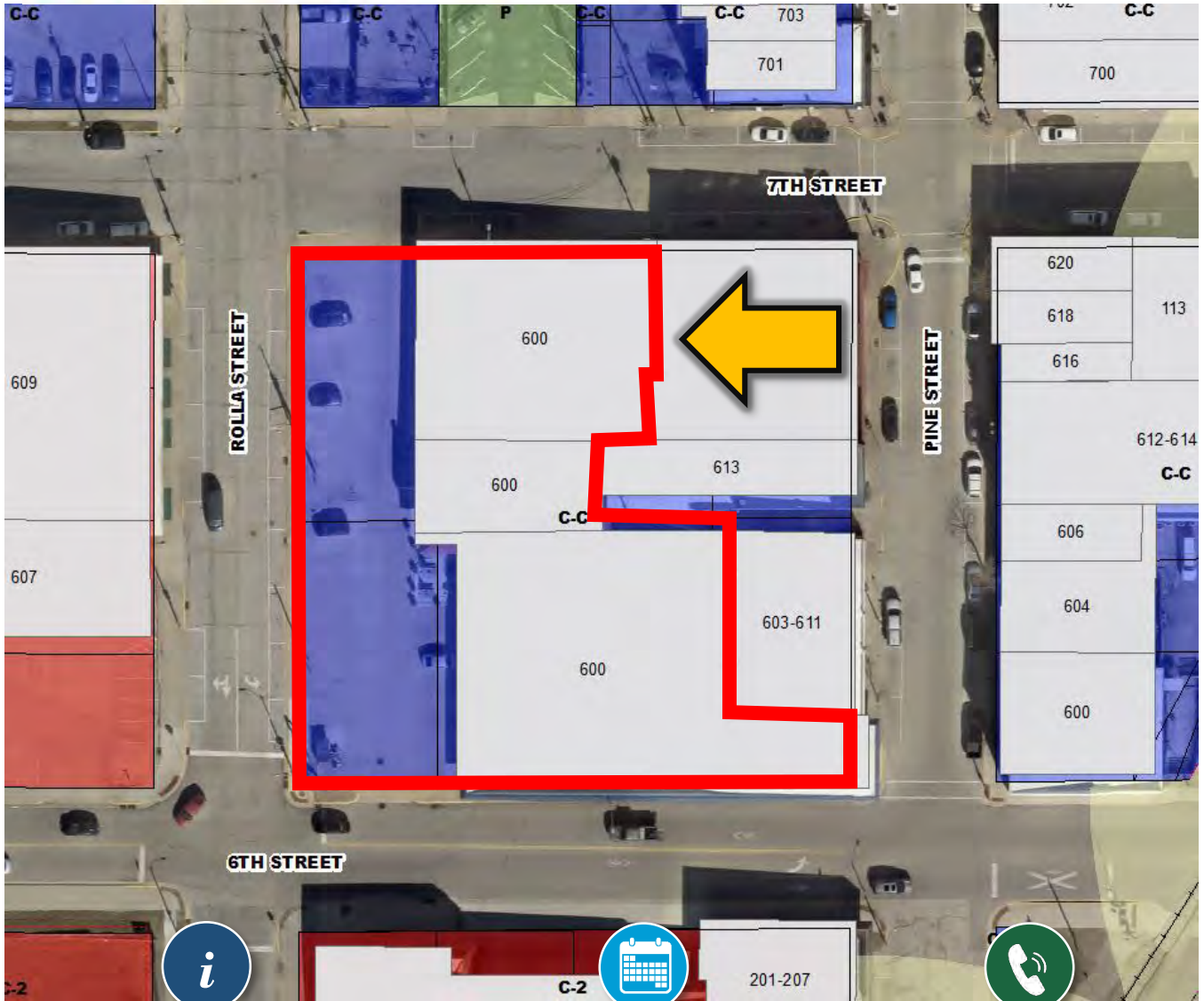
Sincerely,



Joshua L Stacy

CEO, Founder

Public House Brewing Company



Project Information:

Case No: CUP 24-01
 Location: 600 N Rolla Street
 Applicant: Josh Stacy of Mark9, LLC

Request:
 CUP to allow an industrial use (alcoholic beverage production) in the C-C, Center City district

Public Hearings:

Planning and Zoning Commission
 March 12, 2024
 5:30 PM
 City Hall: 1st Floor

 City Council
 March 18, 2024
 6:30 PM
 City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit is a request for a special use in a zoning district which requires additional review. The Planning and Zoning Commission may recommend conditions which the applicant must continue to meet for as long they own the property.

What is Zoning?

The City of Rolla has adopted zoning regulations that divide the city into separate areas that allow for specified uses of property. For example, generally only residential uses are allowed in residential zones; commercial uses in commercial zones; etc..

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

All of Lots 3, 4, 5, 6 and 7 in Block 59 in the County Addition to the City of Rolla, Missouri.

Also, a fractional part of Lot 8 in Block 59 in the County Addition to the City of Rolla, Missouri, described as follows: Commencing at the Southeast Corner of said Lot 8, being the Northwest corner of 6th and Pine Streets in the City of Rolla, Missouri; thence North along the East line of said Lot 8 a distance of 28 feet, more or less, to the South line of the real estate heretofore conveyed to Frank B. Powell by deed of record in Book 98 at Page 341 of the Deed Records of Phelps County, Missouri; thence West along the South line of said real estate conveyed to Frank B. Powell by said deed, a distance of 50 feet; thence North a distance of 76 feet and 2 inches, more or less, to the South line of an alley; thence West along the South line of said alley a distance of 7 feet, more or less, to the West line of said Lot 8; thence South along the West line of said Lot 8 a distance of 104 feet and 2 inches, more or less, to the Southwest Corner of said Lot 8, being the North line of 6th Street, thence East along the South line of said Lot 8 and along the North line of 6th Street a distance of 57 feet, more or less, to the Southeast Corner of said Lot 8 and the place of beginning.

Also, a fractional part of Lot 2 in Block 59 in the County Addition of the City of Rolla, Missouri, more particularly described as follows: Beginning on the South line of 7th Street in the City of Rolla, Missouri, at a point 72 feet and 9.5 inches West of the Northeast Corner of said Block 59; thence South a distance of 27 feet and 8 1/2 inches to a point; thence East a distance of 1 1/2 inches; thence South a distance of 24 feet and 5 1/2 inches, more or less, to the North line of the property heretofore conveyed to John M. Dent by deed of record in Book 83, Page 547 of the Deed Records of Phelps County, Missouri (which said deed describes a rectangle having a North & South width of 26 feet and 2 inches); thence West a distance of 4 feet and 10 inches along the North line of the Dent property to the Northwest Corner of said Dent property; thence South along the West line of said Dent property a distance of 26 feet and 2 inches; thence West a distance of 27 feet and 10 inches to the Northeast Corner of the real estate conveyed to Frank B. Powell Lumber Co., Inc. from Lawrence E. May and wife, in Deed Book 164 at Page 137 of Phelps County, deed records (said real estate being a rectangle of 26 feet and 6 inches length and 13 feet width); thence South 26 feet and 6 inches to the North line of a 12 foot wide alley vacated by City of Rolla, Missouri, Ordinance No. 2092; thence West along the North side of said alley, a distance of 3 feet and 8 inches, more or less, to the West line of Lot 2 of said Block 59 of said County Addition to City of Rolla, Missouri, thence North along the West line of said Lot 2 a distance of 104 feet, more or less, to the Northwest Corner of said Lot 2 and the South line of 7th Street; thence East along the North line of said Lot 2 and the South line of 7th Street to the place of beginning.

Also, all those parts of the vacated alley which are adjacent to the above described real estate whether lying on the North side of, or the South side of, or on both sides of said alley. Said alley having been vacated by City of Rolla, Missouri, Ordinance #2092, recorded in Phelps County, Missouri, Recorder's Office in Deed Book 288 at Page 183, on March 23, 1978.

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EXCEPTING from the above the following: A fractional part of Lot 8, Block 59, and, a fractional part of the South Half of a vacated 12.0 foot wide alley in said Block 59 all in County Addition Rolla, Missouri described as follows: Commencing at the Southeast Corner of Lot 8, Block 59 said County Addition; thence North 0000'20" East, 25.83 feet along the West right of way of Pine Street to a building face, the true point of beginning of the hereinafter described tract: Thence North 88036'30" West, 50.01 feet along said building face; thence North 0000'22" East, 83.08 feet partially along the West line of a parcel described in Phelps County Deed Records at Document No. 9507006 to the centerline of the aforesaid vacated alley; thence North 89'57" East, 50.00 feet along the centerline of said vacated alley to the aforesaid West right of way of Pine Street; thence South 0000'20" West, 84.34 feet along said West right of way to the true point of beginning. Above described exception contains 0.10 acre, more or less, per plat of survey R-10206, dated December 26, 2001, by Elgin Surveying & Engineering, Inc.



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Dawn Bell, Community Development Director

ACTION REQUESTED: Ordinance **Final Reading**

SUBJECT: Contract for Comprehensive Plan

Budget Appropriation: \$150,605

MEETING DATE: 4/1/2024

Commentary: The City of Rolla requested and received RFP's (Request for Proposals) for a new Comprehensive Plan for the City of Rolla.

The previous comprehensive plan was completed in 1996, with an update performed in 2005. A comprehensive plan should serve as a guiding vision for the city over the next ten to twenty years. The plan is intended to be a solid foundation for current planning and to serve as the primary policy guide for transportation, sustainability, community infrastructure, and zoning, subdivision and development decision-making within Rolla. The Comprehensive Plan will also serve as a necessary first step and guideline for land use planning and capital improvement planning.

On February 20, 2024, City Council authorized staff to draft a contract with H3 Studio, Inc. for the comprehensive plan.

On March 18, 2024 the Ordinance approving the contract with H3 Studio, Inc was 1st read.

Staff is requesting Final reading of an ordinance authorizing an agreement with H3 Studios, Inc for a new comprehensive plan.

Attachments: Contract, Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND H3 STUDIO, INC

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla and H3 Studio, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 1ST DAY OF APRIL 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

PROFESSIONAL SERVICES AGREEMENT

to develop

THE ROLLA COMPREHENSIVE PLAN UPDATE

for

THE CITY OF ROLLA, MISSOURI

April 1, 2024

PROFESSIONAL SERVICES AGREEMENT

between the

CITY OF ROLLA, MISSOURI

and

H3 STUDIO, INC.

This PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made this 1st day of April, 2024, by and between the CITY OF ROLLA, MISSOURI, a Municipal Corporation in the County of Phelps (“Client”) and H3 STUDIO INC., a Missouri Corporation in the County of St. Louis City, (Federal ID No. 43-1864805) (“H3 Studio” and/or “Consultant”; together the “parties”).

As provided in this Contract on behalf of the Client, the Consultant will provide professional services necessary for the creation of a Comprehensive Plan Update (“the Project”).

The Client and Consultant, for mutual consideration, the sufficiency of which is acknowledged, and under the terms and conditions hereinafter set forth, do agree as follows:

SECTION 1. SCOPE OF SERVICES TO BE PERFORMED

Upon request of the Client, the Consultant agrees to provide professional planning and other services required to develop a substantial update to the City of Rolla’s Comprehensive Plan. The services provided by the Consultant under this contract shall consist of only those matters detailed in this contract or requested in writing by and through Dawn Bell; Community Development Director, acting on behalf of the Client as the Client Representative.

H3 Studio Inc. will provide the “Basic Services” described in the attached SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES. Each Phase will be approved and accepted by the Client Representative, in writing, upon completion of such Task Groups. The Basic Services authorized by the Client shall be paid for by Client as provided below.

SECTION 2. PROJECT MANAGEMENT AND SCHEDULE

The services of the consultant are to commence two (2) weeks after receipt of the signed contract and/or after the provision of all City GIS data for the creation of base maps, whichever is later, and shall be for the duration of the project, based upon the project schedule to be developed by

mutual consent. The actual and agreed upon detailed project schedule will be confirmed by the Client Representative at the Client / Project Team Kick-off Meeting.

The term of the Contract shall be eighteen (18) months, or upon completion of Basic Services described in the attached SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, whichever is first. The project shall be deemed complete when the Client has accepted all work products and has paid in full the Consultant's final invoice. Extensions to this Contract may be provided by mutual written consent of the parties.

SECTION 3. COMPENSATION

(a) The work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES will be completed for the total fee of \$ 150,605.00 (One hundred fifty thousand, six hundred and five Dollars and no Cents) for Labor and Direct Expenses.

(b) For the work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, including any work approved for subcontracting, the Client will pay, and the Consultant agrees to accept payments on a monthly basis upon submittal of necessary and approved invoices by the Client Representative.

(c) Work products and deliverables prepared according to SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES shall be provided to the Client in electronic format (*.pdf and *.docx, or another appropriate file format).

(d) "Direct Expenses" shall include actual expenditures made by H3 Studio Inc. and sub-consultants for items required by the work outlined in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES. Additional Direct Expenses may only be incurred subject to the prior written approval of the Client for items such as the following:

(i) Printing, plotting, and copying of drawings, reports, and other documents prepared in connection with the services of H3 Studio Inc. under this Contract beyond that which is contained in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES;

(ii) Travel, and related expenses incurred to execute the services of H3 Studio under this Contract, in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and/or as listed in SCHEDULE II: FEE SCHEDULE, as approved in advance by the Client;

(iii) Commercially purchased photographic products required in order to complete the project, in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and/or as approved in advance by the Client;

(iv) Additional renderings and/or models in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, as approved in advance by the Client;

(v) Special models, perspectives, or other promotional materials in addition to those specified SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, as approved in advance by the Client; and

(vi) Fees and expenses of special consultants in addition to those specified in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and/or listed in SCHEDULE II: FEE SCHEDULE, as approved in advance by the Client.

SECTION 4. METHOD OF PAYMENT

(a) Invoices shall be submitted by H3 Studio based upon Phase of work completed, or portion of Phase of work completed, as detailed in SCHEDULE II: FEE SCHEDULE. H3 Studio shall submit no more than one (1) invoice per calendar month.

(b) Client shall notify H3 Studio Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of receipt of the date of invoice. Otherwise, the Client shall deem the invoice proper and acceptable. Amounts indicated on invoices are due and payable within thirty (30) days of receipt.

(c) Following completion of all contracted services, H3 Studio shall submit a final invoice for all remaining fees, as detailed in SCHEDULE II: FEE SCHEDULE, not yet invoiced. The final invoice shall be clearly marked "FINAL INVOICE".

SECTION 5. CLIENT'S RESPONSIBILITY

(a) The Client agrees to provide full, reliable information regarding the requirements for the Project and, at its expense, shall furnish the information, surveys, and reports, as necessary.

(b) The Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the Client for the performance of H3 Studio's work.

(c) The Client agrees to arrange all necessary client, task force, stakeholder and community meetings and venues as detailed in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES, and complete all necessary duplication of documents and other materials for client, stakeholder, and community meetings as well as all reports and other materials necessary for the project beyond that which is stipulated in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES.

SECTION 6. TERMINATION

Either Client or H3 Studio Inc. may terminate this Contract by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, unless for cause, the Client shall pay H3 Studio Inc. for Labor, Direct Expenses, and any Additional Direct

Expenses approved by the Client performed or incurred prior to the termination. No party shall have a claim of damages for loss of profit in the event of termination hereunder. Neither party shall be relieved of liability for damages sustained as a result of breach of this Contract. The right to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

SECTION 7. DISPUTE RESOLUTION

The parties of this Contract support and shall use alternative dispute resolution as the preferred method for resolving conflicts arising in connection with this Contract in accordance with the parameters set forth in this paragraph. The parties hereto agree that any and all claims, controversies or disputes arising from or related to this Contract, including, but not limited to those claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability or breach of this Contract or any assertion that all or part of this Contract is void or voidable, shall be submitted to mediation. The parties agree that they will mediate, in good faith, but on a non-binding basis, the issue or issues through the use of an agreed upon lawyer mediator.

If the parties are unable to resolve the issue or issues through mediation, the parties may institute litigation but only in the Circuit Court of Phelps County, Missouri.

No person who serves as mediator, nor any agent or employee of that person, shall be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the mediation.

SECTION 8. WORK PRODUCTS

Any documentation prepared or provided by H3 Studio Inc. hereunder shall be the property of the Client and are prepared for this Project only, but may be used by H3 Studio Inc. for purposes of illustrating the scope and nature of project involvement to others. H3 Studio Inc. shall provide Client with a reproducible electronic set of work products for its records. H3 Studio Inc. will not be held liable or responsible on any account by the client, if the client uses said documentation for projects outside of this project as defined by this contract.

SECTION 9. LIMITATION OF LIABILITY

Client agrees that H3 Studio Inc.'s liability for damage on account of any act, error, omission, or other professional negligence to the Client shall be limited to the amount set forth in Section 11 below for Professional Liability Insurance.

SECTION 10. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Client: City of Rolla
Attention: Dawn Bell, Director of Community Development
P.O. Box 979
Rolla, MO 65402
[p] (573) 426-6970
[e] dbell@rollacity.org

If to the Consultant: H3 Studio Inc.
Attention: John Hoal, Ph.D.; Founding Principal
4395 Laclede Avenue
St. Louis, MO 63108
[p] (314) 531-8000
[e] hoal@h3studio.com

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

SECTION 11. INSURANCE REQUIREMENTS

Consultant shall maintain the following levels of insurance for the duration of the Agreement:

- (a) General Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and \$2,000,000.00 (Two million Dollars and no Cents) in aggregate
- (b) Professional Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and annual aggregate
- (c) Worker's Compensation with minimum limits as required by Missouri Law

SECTION 12. INDEPENDENT CONTRACTOR

It is expressly agreed that Consultant is acting as an independent contractor with regard to the activities and services specified herein. The Client shall carry no workers' compensation insurance, health, and/or accident insurance to cover Consultant for any type of loss which might result to Consultant in connection with the performance of the activities and services set forth in

this Contract. The Client shall not pay any contribution to Social Security, unemployment insurance, federal or state withholdings taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Consultant is not an employee of the Client.

SECTION 13. MISCELLENEOUS

- (a) Client and H3 Studio Inc. each bind itself and its successors to this Contract. Neither Client nor H3 Studio Inc. shall assign or transfer its interest in this Contract without the written consent of the other.
- (b) This Professional Services Contract constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written agreement or representation other than as contained herein.
- (c) This Professional Services Contract may be modified or changed only by a written amendment that is signed by both the Client and H3 Studio Inc.
- (d) The laws of the State of Missouri shall govern the interpretation and enforcement of this Professional Services Contract.
- (e) Any individual who signs this Professional Services Contract on behalf of Client or H3 Studio Inc., represents, promises, and guarantees, that he or she is fully authorized to execute this Contract on behalf of his, or her employer or company.
- (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

SECTION 14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- (a) H3 Studio, Inc. agrees to comply with Missouri Revised Statute section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (b) As a condition for the award of this contract, H3 Studio, Inc. shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. H3 Studio, Inc. shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) H3 Studio, Inc. shall require each subcontractor to affirmatively state in its contract with H3 Studio, Inc. that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri and shall

not henceforth do so. Alternatively, H3 Studio, Inc. shall require each subcontractor to provide H3 Studio, Inc. with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

SECTION 15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT.

Pursuant to Section 34.600 of the Revised Statutes of Missouri, H3 Studio, Inc. certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

SECTION 16. GRANT PROGRAM COMPLIANCE REQUIREMENTS

(a) The work covered by the Professional Services Contract is partially-funded by a Strategic Planning Grant from the Delta Regional Authority (DRA). H3 Studio, Inc. shall not perform work under this Contract that is not in compliance with the Client's requirements under the Grant Agreement.

(b) Any publications produced with funds from this award and signage on any construction projects must display the following language: "This project is being supported, in whole or in part, by federal award number DRA23-MO906-BILSPG awarded to the City of Rolla by the Delta Regional Authority and with funding provided by the Bi-Partisan Infrastructure Law."

(SIGNATURE PAGE FOLLOWS)

In witness whereof, the parties hereto have caused this Contract for Professional Services to be executed as of the day and year first above written.

ATTEST: _____

(Print Name/Title) _____

Client: City of Rolla, Missouri

Address: 901 N. Elm Street
Rolla, MO 65401

By: _____

(Print Name/Title) _____

Date: _____

Consultant: H3 Studio, Inc.

Address: 4395 Laclede Avenue
St. Louis, MO 63108

By: _____

(Print Name/Title) _____

Date: _____

SCHEDULE I

SCOPE OF PROFESSIONAL SERVICES

City of Rolla Comprehensive Plan Update

PHASE 1: EXISTING CONDITIONS ANALYSIS

In Phase 1, the H3 Studio Team will collect and assemble all relevant base information, prepare project base maps, and conduct both an analysis of the City of Rolla’s existing conditions as well as an assessment of Rolla’s existing Comprehensive Plan.

Phase 1 Technical Tasks (Existing Conditions Analysis)

Task 1.1: Project Kick-Off and On-Boarding Meeting with the City of Rolla

H3 Studio will conduct a kick-off on-boarding meeting with the City of Rolla Client Group (“Client”) to confirm the project schedule, kick-off activities, coordinate the provision of base data by the Client, and finalize the membership of the Steering Committee and Steering Committee Meeting schedule.

Task 1.2: Data Collection and Production of Base Maps

H3 Studio will collect and inventory all Client-provided and publicly-accessible base data—as maintained by the City of Rolla, Phelps County, and other agencies as available—and prepare a base map for use throughout the Comprehensive Plan process. Base map shall consist of the entire corporate boundary of the City of Rolla and a context area of one-half (1/2) mile beyond the corporate boundary. Base data shall be provided in ArcGIS Shapefile (*.shp) format.

Task 1.3: Existing Physical and Regulatory Conditions Analysis

H3 Studio will conduct an analysis of Rolla’s existing physical and regulatory conditions, to include:

Task 1.3.1: Physical Landscape and Built Environment Analysis

Physical landscape and built environment analysis shall include:

- Topography, landform, and waterways;
- Flood ways, flood plains, and other environmental hazards;
- Street and roadway network;
- Parcels and land use (with a focus on Downtown and neighboring institutions);
- Impervious surface coverage (pavement surface, parking, and building footprints, as available);
- Year built for developed parcels, as available;
- Parks and open space;
- Bike routes, pathways, and trails;
- Existing land use;
- City governance boundaries;
- Utility and service boundaries, as relevant;

- Cultural resources, historic sites and assets, and historic district boundaries; and
- Other special planning districts, jurisdictional, and/or redevelopment areas.

Task 1.3.2: Place-Based Zoning Analysis

H3 Studio shall analyze existing zoning regulations, comparing zoning district requirements with parcel areas, as-built land use, and parcel coverage. The purpose of this analysis is to:

- Identify parcels which may be non-conforming to their assigned zoning district;
- Understand the development capacity of existing parcels under current zoning regulations (i.e., are existing parcels built at a density level that matches existing zoning? Is less than existing zoning?)
- What development types are permitted in the current zoning regulations, and what types are not permitted?

Task 1.3.3: Institutional Growth and Expansion Plan Analysis

Hank Webber will lead the analysis and growth and expansion opportunities for Rolla’s key institutions, namely Missouri S&T, Phelps Health, and Rolla Public Schools. This analysis will utilize major growth, expansion, and/or redevelopment plans for each institution (as available) to identify land use and physical character impacts to surrounding neighborhoods, districts, and adjacent uses and synergies with related economic development activities (i.e. Downtown).

Hank Webber will also work with Bob Lewis (in coordination with Task 1.3.4) to identify projected housing needs and projections—as driven by institutional growth and expansion—by specific market sector (i.e. staff/workforce housing, undergraduate off-campus housing, graduate student housing, etc.).

Task 1.3.4: Demographic and Housing Trends, Projections, and Land Needs

Bob Lewis will prepare an assessment of Rolla’s current and projected demographic changes, growth, and impacts on housing and land needs, to include:

- Evaluation of population characteristics (trends and projections) of Rolla in comparison with surrounding areas and cities spanning the 21st century.
- Evaluation of housing needs of Rolla residents with local and regional comparisons of housing characteristics (e.g., value/rent, age, size, units-in-structure, and affordability).
 - Isolation characteristics needed to support and attract Rolla’s current and future workforce.

- Identification of “gaps” in housing availability and affordability for all, with emphasis on workforce housing requirements.
- Coordination of housing needs and projections with Hank Webber’s institutional growth and expansion plan analysis (Task 1.3.3) by specific market sector (i.e. staff/workforce housing, undergraduate off-campus housing, graduate student housing, etc.).
- Project three (3) scenarios of population and housing growth with related land requirements.

Task 1.3.5: Transportation Analysis

Archer-Elgin will review the Move Rolla Transportation Development District (TDD)’s 2040 traffic projections and planned transportation improvements, compare these to current and projected development in Rolla, and identify potential modifications.

Task 1.3.6: Infrastructure Assessment

Archer-Elgin will engage with Rolla Municipal Utilities (RMU) and the City of Rolla Public Works to identify current plans for Rolla’s water, electric, and sewer utilities. Potential modifications based on future growth projections will be identified if necessary.

Task 1.3.7: Stormwater and Flood Assessment

Archer-Elgin will review and summarize Rolla’s existing stormwater management requirements, for the purpose of ensuring that new development is protected from flood and stormwater impacts.

Task 1.3.8: Environmental Scan Existing Conditions Report

H3 Studio will compile all mapping and narrative descriptions of the existing conditions analysis into an environment scan report, prepared in *.pptx and *.pdf format.

Task 1.4: Review of Existing Comprehensive Plan

H3 Studio will review and summarize the contents of the existing Comprehensive Plan, to be used in Comprehensive Plan assessment engagement activities.

Task 1.5: Existing Comprehensive Plan Assessment and Prioritization Report

H3 Studio will cross-check the existing Comprehensive Plan Goals and Objectives with current existing conditions. Utilizing feedback gathered in Tasks 1.7.5 Existing Comprehensive Plan Assessment Stakeholder Workshops and 1.7.6 Steering Committee Meeting #1 (described below), H3 Studio will determine the level of implementation, identify how relevant these existing Goals remain today, and articulate peoples’ impressions of how well progress has been made toward these Goals.

Task 1.6: Draft Consensus Issues and Opportunities

Utilizing all information collected and developed in Phase 1, H3 Studio will prepare a summary of Draft Consensus Issues and Ideas, which will be used as the basis of identifying Comprehensive Plan priorities and the creation of the updated Comprehensive Plan Community Vision, Community Goals, and Objectives in Phase 2.

Phase 1 Community Engagement

Task 1.7: Phase 1 Community Engagement Activities

Task 1.7.1: Ongoing Website and Social Media Content

The Team will provide content about the Comprehensive Plan planning process to the City for publication on the City’s existing website and social media channels.

Task 1.7.2: Ongoing Monthly Progress Reporting

The Team will conduct monthly progress meetings with the Client to advise the Client on work completed to date and projections for work to be completed over the next month. Meeting summaries will be prepared and submitted to Client as part of the project record.

Task 1.7.3: Rolla Online Community Survey (Creation and Administration)

The Team will develop and administer a 20- to 25-question online survey to poll residents and stakeholders on key issues and opportunities facing Rolla. This survey is proposed to remain active through the conclusion of Phase 2.

Task 1.7.4: Rolla Online Business Survey (Creation and Administration)

The Team will develop and administer a 20- to 25-question online survey specific to Rolla business owners to poll them on the key considerations of owning and operating a business in Rolla. This survey is proposed to remain active through the conclusion of Phase 2.

Task 1.7.5: Phase 1 Community Engagement Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 1 work products, for use during the Existing Comprehensive Plan Assessment Stakeholder Workshops and Steering Committee Meeting #1.

Task 1.7.6: Existing Comprehensive Plan Assessment Stakeholder Workshops

The Team will conduct a series of three (3) Assessment Workshops to review and collect input on:

- The extent to which each existing Comprehensive Plan Goal and Objective are still relevant today, and;
- The extent to which the City has been successful in making progress toward achievement of each Existing Comprehensive Plan Goal and Objective.

A total of three (3) workshops will be conducted, one each with:

- A community stakeholder Focus Group;
- City department heads and staff; and
- Planning & Zoning Commission, City Council, and Mayor

Task 1.7.7: Business Owners Focus Group Meeting #1

Bob Lewis and H3 Studio will conduct the first of two (2) “CEO Roundtable” meetings with Rolla business owners.

Task 1.7.8: Steering Committee Meeting 1 – Existing Comprehensive Plan Assessment and Priorities

H3 Studio will advise the Client on identifying and assembling a Comprehensive Plan Steering Committee. This Committee is anticipated to be comprised of elected official and City staff representatives, as well as representatives of other community boards and commissions. The City of Rolla shall be responsible for notifying and scheduling Steering Committee Meetings.

H3 Studio will conduct the first Steering Committee Meeting to present a summary of existing conditions analysis, prioritize the Draft Consensus Issues and Opportunities, and conduct the Plan Assessment process outlined in Task 1.7.5 above. Outcomes of this meeting will be reflected in the Draft Consensus Issues and Ideas described in Task 1.6.

PHASE 2: COMMUNITY VISIONING & GOAL SETTING

In Phase 2, the Team will work with City staff and the community-at-large to identify the necessary components of the communities Vision for the future, and the Goals—both short-range and long-range—that will serve to fulfill this Vision.

Phase 2 Technical Tasks (Vision, Goals, and Objectives)

Task 2.1: Creation of the Draft Community Vision

The Team will conduct coordination meetings with the City lead for the Comprehensive plan at the discretion of the City. The team recommends bi-weekly meetings.

Task 2.2: Creation of Draft Comprehensive Goals and Objectives

The Team will conduct coordination meetings with the City lead for the Comprehensive plan at the discretion of the City. The team recommends bi-weekly meetings.

Task 2.3: Revised Draft Community Vision, Goals, and Objectives

The Team will conduct coordination meetings with the City lead for the Comprehensive plan at the discretion of the City. The team recommends bi-weekly meetings.

Phase 2 Community Engagement

Task 2.4: Phase 2 Community Engagement Activities

Task 2.4.1: Closing of Online Community Survey

H3 Studio will close the Online Community Survey and prepare the summary report-out of responses.

Task 2.4.2: Closing of Online Business Survey

H3 Studio will close the Online Business Survey and prepare the summary report-out of responses.

Task 2.4.3: Steering Committee Meeting #2/Planning and Zoning Commission Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 2 work products, for use during Steering Committee Meeting #2.

Task 2.4.4: Steering Committee Meeting #2 - Vision, Goals, and Objectives

H3 Studio will conduct the second Steering Committee Meeting to present the Draft Vision, Goals, and Objectives for review and input. Outcomes of this meeting will be reflected in the Revised Draft Community Vision, Goals, and Objectives described in Task 2.3.

Task 2.4.5: Planning and Zoning Commission Presentation #1

H3 Studio will present the Draft Vision, Goals, and Objectives for information, review, and input. Outcomes of this meeting will be reflected in the Revised Draft Community Vision, Goals, and Objectives described in Task 2.3.

Task 2.4.6: Public Workshop #1 Presentation Materials

H3 Studio will prepare an updated PowerPoint presentation and printed materials of Phase 2 work products, for use during Public Workshop #1.

Task 2.4.7: Public Workshop #1 - Vision, Goals, and Objectives

The Team will conduct the first Public Workshop to present the Draft Community Vision, Goals, and Objectives and obtain feedback on revisions and prioritization. Based upon public input, the Revised Draft Community Vision, Goals, and Objectives will be produced.

PHASE 3: DRAFT COMPREHENSIVE PLAN RECOMMENDATIONS & COMPONENTS

Following creation of the Community Vision, Plan Goals, and Objectives, the Team will utilize community and stakeholder input and work with City staff to Draft the Rolla Comprehensive Plan Recommendations and Components.

Phase 3 Technical Tasks (Draft Comprehensive Plan Components)

Task 3.1: Draft Comprehensive Plan Recommendations and Components

Utilizing input gathered in Phase 2, the H3 Studio Team will prepare the Draft Comprehensive Plan Recommendations and Components. These will include:

Task 3.1.1: Final Draft Community Vision Statement

H3 Studio will prepare the Final Draft Community Vision Statement based on input from the Client.

Task 3.1.2: Final Draft Community Goals and Objectives

H3 Studio will prepare the Final Draft Community Goals and Objectives based on input from the Client.

Task 3.1.3: Draft Comprehensive Plan Strategies

H3 Studio will prepare Draft Comprehensive Plan Strategies to achieve the Community Goals and Objectives. Strategies will be provided to the Client for review.

Task 3.1.4: Draft Economic and Workforce Development Strategies

Bob Lewis will prepare draft economic and workforce development strategies, which will:

- Call out industry sectors that can contribute to growth, strength, and economic diversity in Rolla.
- Project land and building space needs of growth sectors to aid in land use planning.
- Identify future labor force characteristics necessary to achieve growth, strength, and economic diversity in Rolla.
- Project population growth and housing needs to support potential growth and diversity in the Rolla economy, including land needs.
- Empower and guide the existing labor force to upgrade education, skills, and occupations that will lead to higher productivity, personal income, and prosperity in Rolla.
- Describe available tools, techniques, and incentives to achieve the above and the outcomes that can be expected.
 - Describe how they work, procedures for implementation, and conditions for their use.
 - Quantitatively project economic and municipal fiscal impacts of, if presently hypothetical, application of these tools, techniques, and incentives.

Task 3.1.5: Draft Housing Strategy

Using demographic projections developed in Phase 1, along with regional and national trends, H3 Studio and Bob Lewis will (1) identify gaps in Rolla’s existing housing supply; (2) identify housing market segments currently underserved; and (3) outline strategies to facilitate the creation of housing that fills those gaps. Strategies may include development mechanisms, partnership opportunities, zoning and other regulatory updates, land use modifications, and/or infrastructure improvements.

Task 3.1.6: Draft Institutional Growth and Expansion Strategies

H3 Studio and Hank Webber will utilize the institutional growth and expansion analysis developed in Phase 1, along with regional and national trends, to prepare growth and expansion strategies for Missouri S&T, Phelps Health, Rolla Public Schools, and other major institutions. These strategies will take into account existing expansion plans (as provided) to guide the interface between these institutions, surrounding neighborhoods, and adjacent land uses. Strategies will be incorporated into the Draft Community Place Types and Future Land Use Analysis (Task 3.1.7).

Task 3.1.7: Draft Community Place Types and Future Land Use Plan

Using the place-based zoning analysis completed in Phase 1, H3 Studio will develop a series of Draft Community Place Types to serve as the foundation for future zoning code updates. These Community Place Types will include recommendations for qualitative improvements and regulatory updates associated with geographically-specific boundaries. Community Place Types will serve as the basis of the Future Land Use Plan.

Task 3.1.8: Draft Transportation Recommendations

Archer-Elgin will develop draft transportation recommendations, which are anticipated to include the following:

- Identify roadway expansion opportunities, new connections, and new roadway alignments to support Rolla’s geographic growth trajectories.
- Review and incorporate identified short- and long-term improvement plans for Rolla streets and roads, in coordination with MODOT.
- Discuss how transportation and roadway improvements strategies can assist in the economic development of the City.
- Identify potential funding mechanisms.

Task 3.1.9: Draft Parks and Recreation Recommendations

H3 Studio will prepare qualitative recommendations for enhancement of Rolla’s parks system, including trail and access enhancements and targets for future park system updates, operations, and expansion.

Task 3.1.10: Draft Bicycle and Pedestrian Facilities Recommendations

H3 Studio will prepare qualitative recommendations for a City-wide bicycle and pedestrian facilities network, building upon Rolla’s existing facilities. These recommendations will consist of a variety of on-street and off-street facility types (i.e. bike lanes, bike boulevards, shared sidepaths, shared greenways, etc.) with specific proposed alignments and connection points.

Task 3.1.11: Public Infrastructure Recommendations

Archer-Elgin will, in conjunction with Rolla Municipal Utilities and City Public Works, develop strategic infrastructure recommendations that are coordinated with transportation improvements, in order to facilitate the Future Land Use Plan.

Task 3.1.12: Stormwater and Flood Recommendations

Archer-Elgin will develop recommendations for new district-wide stormwater retention/detention facilities in new development areas identified in the Future Land Plan.

Task 3.2: Focus Area Plans

The H3 Studio Team will prepare up to five (5) focus area plans, expected to include:

- Downtown Rolla;
- Up to two (2) neighborhood / district focus areas (perhaps coordinated with specific institutional expansion plans); and/or
- Up to three (3) corridor plans (i.e. U.S. 63/Old Route 66, Kingshighway; State Route 72; 10th Street / County Route BB; etc.)

Focus Area Plans are anticipated to consist of:

- Specific land uses;
- Physical development / redevelopment / infill strategies;
- Typical street sections with streetscape improvement recommendations;
- Public space / public realm recommendations, as applicable; and
- Focus area identity and gateway location recommendations, as applicable.

Phase 3 Community Engagement

Task 3.3: Phase 3 Community Engagement Activities:

Task 3.3.1: Business Owners Focus Group Meeting #2

Bob Lewis and H3 Studio will conduct the second of two (2) “CEO Roundtable” meetings with Rolla business owners.

Task 3.3.2: Steering Committee Meeting #3/Planning and Zoning Commission Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 3 work products, for use during Steering Committee Meeting #2.

- Task 3.3.3: Steering Committee Meeting #3 - Draft Comprehensive Plan**
H3 Studio will conduct the second Steering Committee Meeting to present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.
- Task 3.3.4: Planning and Zoning Commission Presentation #2**
H3 Studio will present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.
- Task 3.3.5: Public Workshop #2 Presentation Materials**
H3 Studio will prepare an updated PowerPoint presentation and printed materials of Phase 3 work products, for use during Public Workshop #2.
- Task 3.3.6: Public Workshop #2 - Draft Comprehensive Plan**
The Team will conduct the second Public Workshop to present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.

PHASE 4: FINAL COMPREHENSIVE PLAN & ADOPTION ACTIVITIES

Utilizing all of the community feedback and input gathered to date, the Team will work with City staff to finalize all of the Comprehensive Plan Materials for adoption by the City of Rolla.

Phase 4 Technical Tasks (Final Comprehensive Plan)

Task 4.1: Final Comprehensive Plan Components

Utilizing feedback from Phase 3, the H3 Studio Team will prepare the Final Comprehensive Plan Components. These will include:

- Task 4.1.1: Final Community Vision Statement, Goals, and Objectives**
- Task 4.1.2: Final Comprehensive Plan Strategies**
- Task 4.1.3: Final Economic and Workforce Development Strategies**
- Task 4.1.4: Final Housing Strategy**
- Task 4.1.5: Final Institutional Growth and Expansion Strategy**
- Task 4.1.6: Final Community Placetypes and Future Land Use Plan**
- Task 4.1.7: Final Streets and Roads Plan**
- Task 4.1.8: Final Parks, Recreation, and Open Space Plan**
- Task 4.1.9: Final Bicycle and Pedestrian Facilities Plan**
- Task 4.1.10: Final Public Infrastructure Recommendations**
- Task 4.1.11: Final Stormwater and Flood Recommendations**
- Task 4.1.12: Final Focus Area Plans**

Task 4.2: Downtown Rolla Specific Opportunities

Bob Lewis will identify specific economic development strategies for Downtown Rolla. In this task, Bob will:

- Conduct or obtain a survey of downtown businesses by type of business and geographic location.
- Evaluate the downtown business mix and juxtapositioning to maximize economic benefits to support local shopping, dining, and entertainment demand as well as to support attraction and expansion of tourism.
- Recommend appropriate additions and relocations of businesses to achieve maximum impact.
- Focus on the relationship and synergies between Downtown, Missouri S&T, and Phelps Health to mutually-leverage all three (3) assets for economic development.

Task 4.3: Draft Implementation Priorities and Governmental Strategic Plan

H3 Studio will prepare a series of implementation priorities and a strategic roadmap for advancement of Comprehensive Plan implementation by the City of Rolla government. This will include a selected series of strategic early action items that City agrees can and should be completed in a short-term time frame, typically 1 to 3 years, along with prioritization and time horizons for all Comprehensive Plan Strategies.

Task 4.4: Comprehensive Plan Implementation Plan

H3 Studio will prepare an implementation plan for the Comprehensive Plan Update, which will serve as the final section/chapter of the Comprehensive Plan. This implementation plan is anticipated to consist of:

- Identification of Early Action Items, seven (7) to 10 key plan strategies and sub-action items, to be initiated and/or completed within three (3) to five (5) years of Plan adoption;
- Identification of City department implementation priorities, specifying:
- Department or agency with primary responsibility for implementation;
- Other partner departments or agencies with secondary responsibility for implementation;
- Time horizon for implementation, with a year-by-year identification of when implementation should commence (up to 10 years); and
- Capital improvement plan indication / considerations for implementation; and
- Implementation Action Matrix, consisting of each Comprehensive Plan Strategy, and indication of the collective impact of each strategy against the key community priorities of the Plan, and a general time horizon (short-term, medium-term, long-term, or ongoing) for implementation.

Task 4.5: Final Comprehensive Plan Document Deliverable

H3 Studio will prepare the final Comprehensive Plan Document, to include:

- Comprehensive Plan document, including all constituent components completed to date;
- Environmental Scan document, as a stand-alone catalogue of existing conditions today; and
- Final planning process information for the City of Rolla website and social media channels.

Phase 4 Community Engagement

Task 4.6: Phase 4 Community Engagement Activities:

Task 4.6.1: Final Plan Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of the Final Comprehensive Plan, for use during the remainder of the planning process.

Task 4.6.2: Final Public Open House

The Team will conduct a final Public Open House to present the Final Comprehensive Plan to the community and collect final comments.

Task 4.6.3: Planning and Zoning Commission Meeting Presentation & Q&A (2)

H3 Studio will conduct one (1) in-person, informational presentation with the Planning and Zoning Commission on the Final Comprehensive Plan at a regularly-scheduled Commission meeting. This presentation will occur before the date of the Planning and Zoning Commission Public Hearing. In addition, H3 Studio will be in attendance at the Planning and Zoning Commission meeting when the Comprehensive Plan is considered for adoption, following Task 4.6.5. (See note below.)

Task 4.6.4: Public Hearing Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation and Q&A as part of the Planning and Zoning Commission Public Hearing for adoption of the Comprehensive Plan. (See note below.)

Task 4.6.5: City Council Meeting Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation with the City Council on the Final Comprehensive Plan at a regularly-scheduled Council meeting, following the date of the Public Hearing. At this meeting, it is projected that City Council will adopt a resolution of support of adoption of the Comprehensive Plan by the Planning and Zoning Commission. (See note below.)

Note: Based upon discussion with the City of Rolla, the adoption process of the Comprehensive Plan is projected to conform to the following sequential steps:

1. H3 Studio will make an informational presentation of the final draft document to the Planning and Zoning Commission at a regular meeting.
2. Following reconciliation of any Planning and Zoning Commission comments, the Community Development Department will set a Public Hearing date with the Planning and Commission, provide public notice, and publish the final draft for review.
3. H3 Studio will make a presentation at the Planning and Zoning Commission Public Hearing and be available at the Public Hearing for Q&A.
4. The Community Development Department will prepare a City Council Resolution of support of the Comprehensive Plan and support of adoption by the Planning and Zoning Commission.
5. H3 Studio will make an informational presentation to City Council at a regular meeting, and Council will take action on the resolution of support.
6. If successful, the Planning and Zoning Commission will vote to officially adopt the Comprehensive Plan; H3 Studio will be in attendance at this meeting.

SCHEDULE II FEE SCHEDULE

City of Rolla Comprehensive Plan Update

Phase 1: Existing Conditions Analysis

Task 1.1: Project Kick-Off and On-Boarding Meeting with the City of Rolla	\$875.00
Task 1.2: Data Collection and Production of Base Maps	\$2,625.00
Task 1.3: Existing Physical and Regulatory Conditions Analysis	
<i>Task 1.3.1: Physical Landscape and Built Environment Analysis</i>	<i>\$1,750.00</i>
<i>Task 1.3.2: Place-Based Zoning Analysis</i>	<i>\$2,975.00</i>
<i>Task 1.3.3: Institutional Growth and Expansion Plan Analysis</i>	<i>\$9,875.00</i>
<i>Task 1.3.4: Demographic and Housing Trends, Projections, and Land Needs</i>	<i>\$3,000.00</i>
<i>Task 1.3.5: Transportation Analysis</i>	<i>\$5,000.00</i>
<i>Task 1.3.6: Infrastructure Assessment</i>	<i>\$5,000.00</i>
<i>Task 1.3.7: Stormwater and Flood Assessment</i>	<i>\$5,000.00</i>
<i>Task 1.3.8: Environmental Scan Existing Conditions Report</i>	<i>\$2,275.00</i>
Task 1.4: Review of Existing Comprehensive Plan	\$1,750.00
Task 1.5: Existing Comprehensive Plan Assessment and Prioritization	\$1,400.00
Task 1.6: Draft Consensus Issues and Opportunities	\$1,400.00
Task 1.7: Phase 1 Community Engagement Activities	
<i>Task 1.7.1: Ongoing Website and Social Media Content</i>	<i>\$2,100.00</i>
<i>Task 1.7.2: Ongoing Monthly Progress Reporting</i>	<i>\$3,150.00</i>
<i>Task 1.7.3: Rolla Online Community Survey (Creation and Administration)</i>	<i>\$1,575.00</i>
<i>Task 1.7.4: Rolla Online Business Survey (Creation and Administration)</i>	<i>\$1,715.00</i>
<i>Task 1.7.5: Phase 1 Community Engagement Presentation Materials</i>	<i>\$2,100.00</i>
<i>Task 1.7.6: Existing Comprehensive Plan Assessment Stakeholder Workshops</i>	<i>\$1,400.00</i>
<i>Task 1.7.7: Business Owners Focus Group Meeting #1</i>	<i>\$455.00</i>
<i>Task 1.7.8: Steering Committee Meeting 1 – Existing Comprehensive Plan Assessment and Priorities</i>	<i>\$1,050.00</i>

PHASE 1 SUB-TOTAL:	\$56,470.00
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Phase 2: Community Visioning & Goal Setting

Task 2.1: Creation of the Draft Community Vision	\$875.00
Task 2.2: Creation of Draft Comprehensive Goals and Objectives	\$2,100.00
Task 2.3: Revised Draft Community Vision, Goals, and Objectives	\$1,400.00
Task 2.4: Phase 2 Community Engagement Activities	
<i>Task 2.4.1: Closing of Online Community Survey</i>	<i>---</i>
<i>Task 2.4.2: Closing of Online Business Survey</i>	<i>---</i>
<i>Task 2.4.3: Steering Committee Meeting #2/Planning and Zoning Commission Presentation Materials</i>	<i>\$2,625.00</i>
<i>Task 2.4.4: Steering Committee Meeting #2 - Vision, Goals, and Objectives</i>	<i>\$2,550.00</i>
<i>Task 2.4.5: Planning and Zoning Commission Presentation #1</i>	<i>\$875.00</i>
<i>Task 2.4.6: Public Workshop #1 Presentation Materials</i>	<i>\$1,750.00</i>
<i>Task 2.4.7: Public Workshop #1 - Vision, Goals, and Objectives</i>	<i>\$2,100.00</i>

PHASE 2 SUB-TOTAL:	\$14,275.00
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Phase 3: Draft Comprehensive Plan Recommendations & Components

Task 3.1: Draft Comprehensive Plan Recommendations and Components	
<i>Task 3.1.1: Final Draft Community Vision Statement</i>	\$218.75
<i>Task 3.1.2: Final Draft Community Goals and Objectives</i>	\$831.25
<i>Task 3.1.3: Draft Comprehensive Plan Strategies</i>	\$2,450.00
<i>Task 3.1.4: Draft Economic and Workforce Development Strategies</i>	\$2,000.00
<i>Task 3.1.5: Draft Housing Strategy</i>	\$3,675.00
<i>Task 3.1.6: Draft Institutional Growth and Expansion Strategies</i>	\$7,406.25
<i>Task 3.1.7: Draft Community Place Types and Future Land Use Plan</i>	\$5,600.00
<i>Task 3.1.8: Draft Transportation Recommendations</i>	\$2,500.00
<i>Task 3.1.9: Draft Parks and Recreation Recommendations</i>	\$2,975.00
<i>Task 3.1.10: Draft Bicycle and Pedestrian Facilities Recommendations</i>	\$2,450.00
<i>Task 3.1.11: Public Infrastructure Recommendations</i>	\$2,500.00
<i>Task 3.1.12: Stormwater and Flood Recommendations</i>	\$2,500.00
Task 3.2: Focus Area Plans	\$4,200.00
Task 3.3: Phase 3 Community Engagement Activities:	
<i>Task 3.3.1: Business Owners Focus Group Meeting #2</i>	\$455.00
<i>Task 3.3.2: Steering Committee Meeting #3/Planning and Zoning Commission Presentation Materials</i>	\$3,150.00
<i>Task 3.3.3: Steering Committee Meeting #3 - Draft Comprehensive Plan</i>	\$2,640.00
<i>Task 3.3.4: Planning and Zoning Commission Presentation #2</i>	\$875.00
<i>Task 3.3.5: Public Workshop #2 Presentation Materials</i>	\$1,750.00
<i>Task 3.3.6: Public Workshop #2 - Draft Comprehensive Plan</i>	\$2,990.00
PHASE 3 SUB-TOTAL:	\$51,166.25

Phase 4: Final Comprehensive Plan & Adoption Activities

Task 4.1: Final Comprehensive Plan Components	
<i>Task 4.1.1: Final Community Vision Statement, Goals, and Objectives</i>	\$87.50
<i>Task 4.1.2: Final Comprehensive Plan Strategies</i>	\$612.50
<i>Task 4.1.3: Final Economic and Workforce Development Strategies</i>	\$700.00
<i>Task 4.1.4: Final Housing Strategy</i>	\$1,225.00
<i>Task 4.1.5: Final Institutional Growth and Expansion Strategy</i>	\$2,468.75
<i>Task 4.1.6: Final Community Placetypes and Future Land Use Plan</i>	\$1,750.00
<i>Task 4.1.7: Final Streets and Roads Plan</i>	\$2,500.00
<i>Task 4.1.8: Final Parks, Recreation, and Open Space Plan</i>	\$525.00
<i>Task 4.1.9: Final Bicycle and Pedestrian Facilities Plan</i>	\$525.00
<i>Task 4.1.10: Final Public Infrastructure Recommendations</i>	\$2,500.00
<i>Task 4.1.11: Final Stormwater and Flood Recommendations</i>	\$2,500.00
<i>Task 4.1.12: Final Focus Area Plans</i>	\$1,050.00
Task 4.2: Downtown Rolla Specific Opportunities	\$2,400.00
Task 4.3: Draft Implementation Priorities and Governmental Strategic Plan	\$875.00
Task 4.4: Comprehensive Plan Implementation Plan	\$525.00
Task 4.5: Final Comprehensive Plan Document Deliverable	\$1,800.00
Task 4.6: Phase 4 Community Engagement Activities:	
<i>Task 4.6.1: Final Plan Presentation Materials</i>	\$1,400.00

<i>Task 4.6.2: Final Public Open House</i>	\$1,050.00
<i>Task 4.6.3: Planning and Zoning Commission Meeting Presentation (1)</i>	\$700.00
<i>Task 4.6.4: Public Hearing Presentation (1)</i>	\$350.00
<i>Task 4.6.5: City Council Meeting Presentation (1)</i>	\$350.00

PHASE 4 SUB-TOTAL: **\$25,893.75**

Labor Sub-Total:	\$147,805.00
Reimbursable Expenses (Direct Expenses):	\$2,800.00
TOTAL FEE:	\$150,605.00

**ATTACHMENT A:
AFFIDVIT OF WORK AUTHORIZATION PROGRAM
AND EMPLOYMENT OF UNAUTHORIZED ALIENS
PROHIBITED**

Comes now (Name of Business Entity Authorized Representative) as John Hoal, President (Position/Title) first being duly sworn on my oath, hereby affirm H 3 STUDIO, INC. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program. I also affirm that H 3 STUDIO, INC. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

15 John Hoal
Printed Name

5 President
Title

20 _____
Date

10 hoal@h3studio.com
E-Mail Address

315005
E-Verify Company ID Number

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor ACTION REQUESTED: RESOLUTION

ITEM/SUBJECT: AUTHORIZATION TO APPLY FOR GRANT FUNDING

BUDGET APPROPRIATION (IF APPLICABLE) \$ DATE: 04/01/24

COMMENTARY:

Staff is requesting a resolution to apply for a Transportation Alternatives Grant (TAP). The TAP funds would be utilized to construct approximately 77 ADA compliant curb ramps in the city. A map of the proposed locations is attached. The estimated cost of this project is \$320,000.00 of which \$64,000 (20%) would be required from the City of Rolla for matching funds.

MoDOT requires a resolution authorizing staff to submit an application for grant funding.

Staff recommends approval.

ITEM NO. VI.A.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE 2024 TRANSPORTATION ALTERNATIVES PROGRAM.

Whereas, the City of Rolla is submitting an application for 2024 Missouri Transportation Alternatives Program funds for Rolla ADA Accessibility Improvements with an estimated total cost of \$320,000; and,

Whereas, the City of Rolla is requesting Missouri Transportation Alternatives Program funds in the amount of \$256,000.00 representing 80% of total estimated project costs; and,

Whereas, the City of Rolla acknowledges availability of the required local match of 20% and the availability of funds to pay all costs up front, as Transportation Alternative Program is a cost reimbursement program; and,

Whereas, the City of Rolla agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, the City of Rolla agrees to maintain all project(s) constructed with Transportation Alternative Program funding for the useable life of project(s);

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

Section 1. The City of Rolla authorizes the Public Works Director to apply for Missouri Transportation Alternative funds in the amount of \$256,000.00 from the Missouri Department of Transportation on behalf of City of Rolla.

Section 2. That the City of Rolla assures the Missouri Department of Transportation that if funds are awarded, sufficient funding for the local match and for Transportation Alternative Program upfront costs are available, since Transportation Alternative Program is a reimbursement program, and that any costs exceeding the award amount will be paid for by City of Rolla.

Section 3. That the City of Rolla assures the Missouri Department of Transportation that if awarded Transportation Alternative Program funds, sufficient funding for the operation and maintenance of the project will be available for the life of the project.

Section 4. That the City of Rolla assures the Missouri Department of Transportation that the City of Rolla is willing and able to administer all activities associated with the proposed project.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 1st DAY OF APRIL 2024.

APPROVED

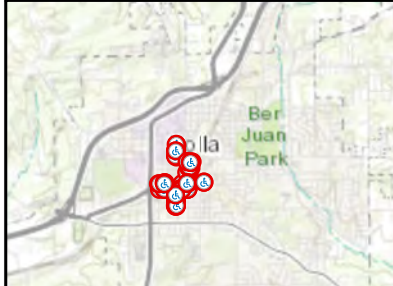
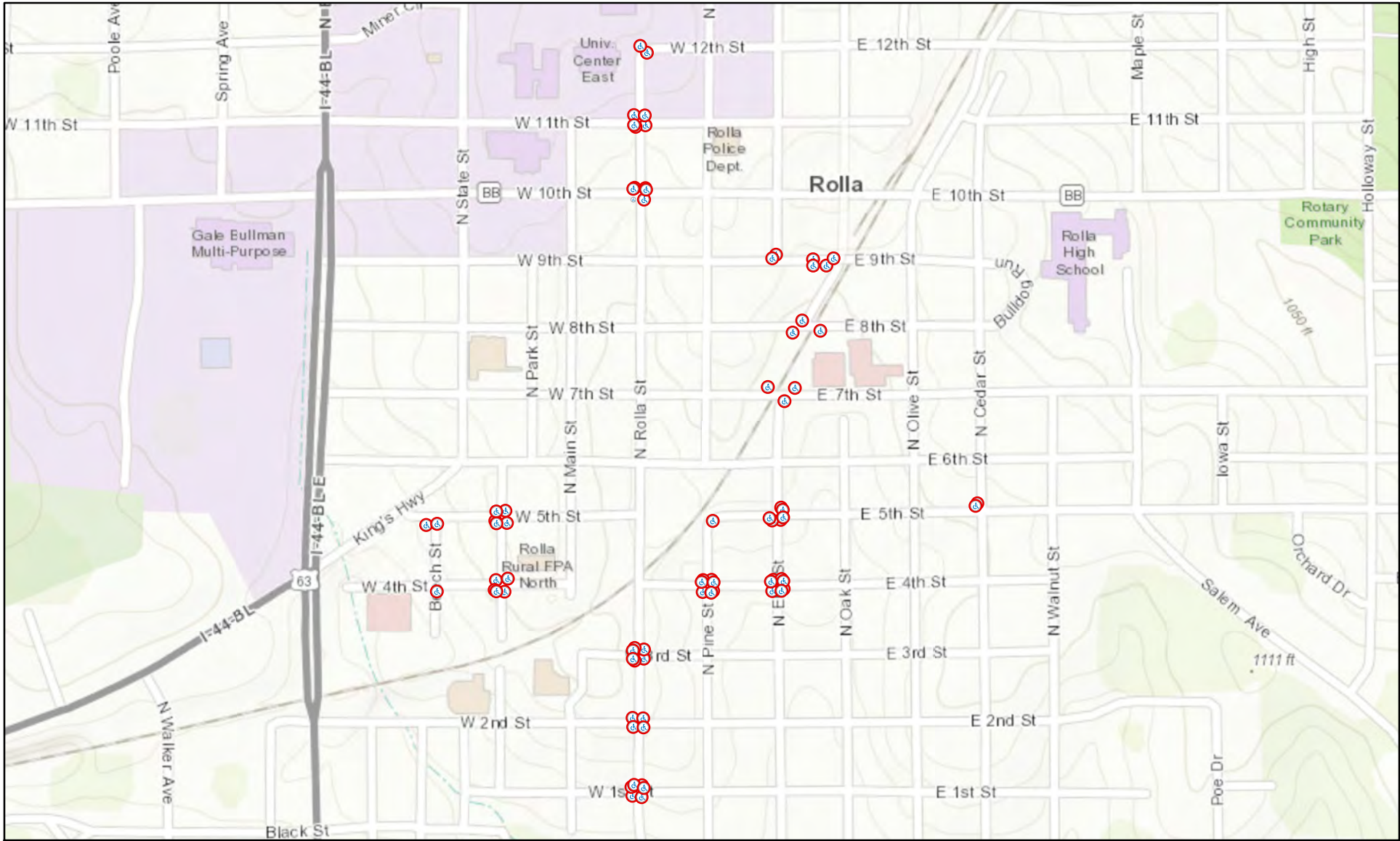
ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



Project Area

Phelps County, Missouri Dept. of Conservation, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA, Phelps County, Missouri Dept. of Conservation, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS; S. VanBibber

2024

Legend

Curb Ramp

77-Ramps

Current Totals
 855- Compliant Ramps
 546- Non-Compliant
 1401 Total

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Chief, Jeff Breen **ACTION REQUESTED:** First Reading

ITEM/SUBJECT: Renewal of Training Site Lease with Rolla Lions Club

BUDGET APPROPRIATION: \$10,000 +/-

DATE: March 27, 2024

COMMENTARY:

In cooperation with the Rolla Lions Club, the City of Rolla Fire & Rescue operates a fire training site on property owned by the Rolla Lions Club off Lion's Club Dr. The 3.9 acre site consists of a four story training tower, a two story concrete and masonry burn building and a security fence around the perimeter of the site. The Rolla Lions Club paid for, constructed and donated the facilities to the City of Rolla in 1987.

The proposed Lease runs through December 2028 and can be extended for an additional five (5) years. Annual compensation will not exceed \$10,000/year but is equivalent to the sewer charges for the Lion's Den and soccer complex restroom facility. The structures themselves are nearing the end of their functional life so future plans should include re-construction and at that time possible location of same on City property.

The proposed lease has been reviewed by Legal and approved by the Rolla Lions Club.

Recommendation: First Reading

ITEM NO. VI.B.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A GROUND LEASE WITH THE ROLLA LIONS CLUB FOR THE FIRE TRAINING SITE.

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, a ground lease with the Rolla Lions Club for the Fire Training Site, 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 15TH DAY OF APRIL 2024.

APPROVED:

MAYOR

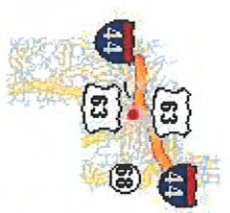
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Phelps County, MO



VI.B.3

Legend

- Parcel Boundary
- Computer ID/Tax Account Num
- Land Hook
- Dashed Land Hook
- Solid Land Hook
- Corporate Limit Line
- County Boundary
- Road
- <all other values>
- INTERSTATE HIGHWAY
- US HIGHWAY
- NUMBERED STATE HIGHWAY
- LETTERED STATE HIGHWAY

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION

1 in. = 227ft.

453.9 0 226.94 453.9 Feet

FIRE TRAINING SITE LEASE

This lease entered into this ___ day of April, 2024, by and between Rolla Lions Club Incorporated, a Missouri benevolent corporation, Lessor, and the City of Rolla, Missouri a municipal corporation, Lessee.

Witnesseth:

- 1) Lessor does hereby lease unto Lessee and the Lessee does hereby accept lease upon and subject to the covenants, terms and conditions herein set out, each of which the representative parties to keep and perform, the following premises situation in the City of Rolla, County of Phelps, State of Missouri, to-wit.

A fraction part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 37, North, Range 8 West in Phelps County, Missouri; more particularly described as follows:

Commencing at the S.E. corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 14; thence S. 89°48'30" W. 612.34 feet along the South line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North, 60.0 feet to a point on the North line of Lions club Drive and the True Point of Beginning; thence N. 30°25'10" W., 485.90 feet; thence S. 89°48'30" W., 366.18 feet; thence S. 21°14'50" E., 449.52 feet to a point on the North line of Lions Club Drive; thence N. 89°48'30" E., 449.51 feet along the North line of Lions Club Drive to the Point of Beginning; containing 3.9 acres.

Said premises shall be used as a regional fire training facility by Lessee and such other regional fire departments as may be permitted by Lessee, as a site for the Rolla Police Department to practice training, and for no other purpose without the written consent of Lessor. Lessee may permit other governmental organizations, not for profit organizations and educational organizations to use the premises for the foregoing purpose.

- 2) The term of the lease shall commence on the 1st day of May, 2024, and extend through the 31st day of December 2028. The terms of this lease may be extended for one (1) additional five-year extended term after expiration of the initial term at the option of the Lessee unless either the Lessee or the Lessor gives the other sixty (60) days written notice of the intent to terminate this lease. The extended term shall be upon the same terms, covenants and conditions as provided in this lease for the initial term. Any termination of this lease during the initial or the extended term shall terminate all rights of extension hereunder.
- 3) Annual Compensation shall be the equivalent to the total sewer charge for service to the Lion's Club Den and the restroom facilities serving the soccer complex, not to exceed Ten Thousand Dollars (\$10,000). The Rolla Fire Department will make said payments on a monthly basis directly to the City Sewer Fund based on actual water consumption. Within 60 days of the close of the City of Rolla's fiscal year, the City shall provide the Rolla Lion's Club with a reconciling of lease payments as provided herein.
- 4) Lessee will permit Lessor to hook onto any sanitary sewer lines or water lines that cross the leased premises and Lessor's adjoining property with standard tapping fees, provided said hook-up is for the use of the Rolla Lion's Club. Lessor shall be required to pay any monthly user fees for said additional services.
- 5) The parties acknowledge that the present facilities on the premises consist of a three-story wood tower, a concrete block smokehouse, a surrounding chain link fence, a drafting pit, a burn pit, poles placed for

forced entry, an obstruction wall, and a crawl tunnel, referred to herein as the Facilities, which term shall also include any additional improvements as provided herein. Lessor acknowledges that all of the Facilities on the above property are the property of Lessee and will be removed by Lessee at the termination of this lease unless Lessor indicates in writing their acceptance of any or all structures. Lessee will not construct any additional facilities on the leased premises without written consent of Lessor.

- 6) This lease shall not be assigned nor shall said premises or any part thereof be let or sublet nor shall said premises or any part thereof be permitted to be used for any purpose other than above provided without written consent of Lessor.
- 7) Lessee shall maintain all improvements on the leased premises including the fence around the leased premises. Lessee shall pay for all electricity, water, sewer, heating fuel or gas consumed on the leased premises. Lessee shall be responsible for cutting and trimming the premise in "park-like" condition.
- 8) Lessee will access the leased premises from the southern border off Lions Club Drive.
- 9) All alterations and additions deemed necessary by Lessee shall be made by Lessee at Lessee's expense and no alterations or additions shall be made with the written consent of Lessor. All such alterations or additions made by Lessee shall be and remain the property of Lessee unless Lessor indicates in writing their acceptance of any alterations or additions.
- 10) Nothing herein shall authorize the Lessee or any person dealing with, through or under the Lessee, to charge the leased premises or the interest of the Lessor in the premises with a mechanic's or other lien or encumbrance of any kind whatsoever, and on the contrary, all persons dealing with, through or under the Lessee, shall be deemed to release and waive all claims against the Lessor and its property; and the rights and power of the Lessee, by any act or omission of the Lessee, to charge any lien or encumbrance of any kind against the Lessor, or its property, is hereby expressly denied.
- 11) Lessee covenants and agrees not to affix any signs on any part of the premises without the written consent of Lessor.
- 12) Lessee shall keep and preserve the premises free from nuisance, and shall not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease. Lessee shall remove any potential flammable liquid, solid or gas from the premises after the training exercise using such has been completed; provided however, that Lessee shall be permitted to permanently install a 500 gallon propane gas tank on the premises for use in its training exercise.
- 13) Lessor may at all reasonable times between the hours of 8:00 O'clock a.m. and 6:00 O'clock p.m. on regular business days enter upon the premises for the purpose of examining the conditions thereof. In April of each year a representative of Lessor and a representative of Lessee will review the premises for any potential safety problem and make a joint report to their representative organizations.
- 14) Lessor shall not be liable to lessee or any other person or corporation including employees, for any damage to his person or property caused by water, rain, snow, frost, storm, or accident, or by breakage, stoppage, or leakage of water, gas, heating or sewer pipes or plumbing, upon about or adjacent to said premises. Lessee shall maintain premises liability insurance on the leased premises naming both Lessor

and Lessee as insured with minimum limits of liability of \$1,000,000.00 per person and \$2,000,000.00 per accident for personal injury and death and \$500,000.00 for property damage. Lessee shall upon request provide such policy or a certificate evidencing the existence of such policy to Lessor. Lessee will verify that any organizations it permits to use the premises shall have minimal limits of liability insurance as set forth above, and Lessee shall so confirm such verification to Lessor in writing on or before March 1 of each year of this lease.

- 15) The Lessee shall surrender said premises at the termination of this lease for any reason, and the same shall be in as good condition as received, ordinary wear and tear accepted.
- 16) If Lessee shall abandon or vacate the premises, or shall become bankrupt or shall make a general assignment for the benefit of creditors, or if, after ten (10) days' written notice setting forth a default, and default shall continue by Lessee in the performance or observance of any other covenant, term or condition herein contained to be performed on Lessee's part, Lessor may at Lessor's election terminate this lease by giving Lessee written notice thereof; and thereupon Lessor may, with or without demand, re-enter and take possession of the demised premises, and in either case Lessee shall peacefully surrender Possession thereof to Lessor, and all rights and interest of Lessee to possession and control hereunder shall cease and terminate. Upon taking possession hereunder, Lessor may at Lessor's election terminate this lease by giving Lessee written notice thereof.
- 17) If the whole of the leased premises, or such portions thereof as will make the leased premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by a legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and the Lessee as of the date surrender of possession. No part of any award shall belong to the Lessee.
- 18) This lease shall be subject and subordinate at all times to the lien of existing mortgages and deeds of trust and of mortgages and deeds of trust which hereafter may be made a lien on the leased premises. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nonetheless, execute and delivery such further instruments subordinating this lease to the lien of any such mortgages or deeds of trust as may be required by the mortgagee of the mortgage or the beneficiary of the deed of trust. The Lessee hereby appoints the Lessor as Lessee's attorney in fact, irrevocably, to execute and deliver any such instrument for the Lessee. Failure of the Lessee to execute and deliver such further instruments subordinating this lease to the lien of any such mortgages or deeds of trust shall be considered an event of default under the terms of this lease.
- 19) Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the premises by Lessee, its agents, employees, contractors, or invitees, except for such hazardous material as is necessary or useful for the purposes set out in this Lease. Any hazardous material permitted on the premises and all containers therefore shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to any such hazardous Material. Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground or sewer system if such material does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the premises or elsewhere, or the condition, use, or enjoyment of the building or the real property upon which it is situated. As used herein the term "hazardous material" means:

- a. Any hazardous waste as defined by the resource conservation and recovery act of 1976 as amended from time-to-time and regulations promulgated there under.
- b. Any hazardous substance as defined by the comprehensive environmental response, compensation and liability act of 1980, as amended from time-to-time and regulations promulgated there under.
- c. Any oil, petroleum products and their by-products.
- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Lessee shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous material kept on the premises by Lessee, and Lessee shall give immediate notice to Lessor of any violation or potential violation of this paragraph. Lessee shall defend, indemnify and hold harmless Lessor and Lessor's agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's and consultant fees, court costs and litigation expenses) of whatever kind of nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- a) The presence, disposal, or release or threatened release of any such hazardous material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.
- b) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials.
- c) Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous material; or
- d) Any violation of any laws applicable thereto.

The provisions of this paragraph shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the transactions contemplated herein and shall survive the termination of this lease.

- 20) If the premises are required to comply with the Americans with Disabilities Act, Lessee will be responsible for making the premises so comply.
- 21) No waiver or any right to re-enter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to re-enter or terminate for subsequent breach of any covenant, term or condition of this lease; nor shall any consent by Lessor to any assignment or subletting of the premises, or any part thereof, waive any of the covenants, terms or conditions of this lease, and paragraph 5 shall remain in full force and effect as to all subsequent assignments and subletting.
- 22) Any notice or demand provided for herein may be given to the party to be served by personal service or by certified mail addressed to the then acting president of Lessor at Highway 63 South, PO Box 144, Rolla, Missouri, or to the then acting Mayor of Lessor at City Hall, 901 N. Elm Street, Rolla, Missouri.
- 23) This lease shall not be recorded in the deed records of Phelps County, Missouri, provided; however, that Lessor will upon request and at the expense of Lessee cause to be prepared a memorandum of this lease in form acceptable to Lessor to be recorded. Lessee shall be responsible for the recording fee for recording such memorandum

24) Whenever the word "Lessor" is used herein it shall be construed to include the successor and assigns of Lessor; and the word "Lessee" shall include the successors and assigns of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural; subject always to the provisions herein contained as to assignment or subletting.

In Witness WHEREOF, the parties hereto have duly executed the foregoing instruments in duplicate the day and year first above written.

ROLLA LIONS CLUB INCORPORATED

By: *Willis Asbury*

Willis Asbury (Print Name)

President

ATTEST:

Dale R. Carpentier

DALE R. CARPENTIER (Print Name)

Secretary

(CORPORATE SEAL)

"LESSOR"

City of Rolla, Missouri

By: _____

Louis J Magdits IV, Mayor

ATTEST:

Lorri Powell, City Clerk

(CITY SEAL)

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance Motion/1st Reading

ITEM/SUBJECT: Project #582 – City Hall Roof Coating

BUDGET APPROPRIATION: \$80,000 (ARPA) DATE: 04/01/24

COMMENTARY:

City staff received bids for the City Hall Roof Coating project. The bids were as follows:

Weathercraft, Inc. PO Box 105108 Jefferson City, MO 65110	\$56,296.00
Guarantee Roofing, Inc. 4570 N. Blackcat Road Joplin, MO 64801	\$60,740.00
Blackjack Roofing, Inc. 10520 Research Blvd. Rolla, MO 65401	\$68,700.00
Missouri Builders Services PO Box 104205 Jefferson City, MO 65110	\$87,900.00

This project will install a fluid-applied rubber membrane (10 year warranty) over the existing metal roof on City Hall. The existing metal roof is 30+ years old and is beginning to show some deterioration.

Staff is requesting a motion to award the bid and the first reading of the ordinance authorizing the Mayor to enter into the contract with Weathercraft, Inc. for \$56,296.00.

ITEM NO. VII.A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND WEATHERCRAFT, INC.

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

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

Section 2: This ordinance will 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 15TH DAY OF APRIL 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Weathercraft Inc. _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **City Hall Reroof, PROJECT 582**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **City Hall Reroof, PROJECT 582**.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$56,296.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City
of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the
corporate seal of said municipal corporation and that said instrument is the corporate seal of said
municipal corporation and that said instrument was signed under authority of the City Council of
of the City of Rolla, Missouri; and the said _____ Acknowledged
said instrument to be the free act and deed of said municipal corporation.

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that (s)he is the _____
of _____
and that the seal affixed to said instrument is the corporate seal of said corporation by authority
of its board of directors; and the said _____ acknowledged said
instrument to be the free act and deed of said corporation.

My commission expires: _____

Notary Public

VII.A.6

Arbor Day Proclamation

WHEREAS: *The City of Rolla, Missouri was proudly recognized as a "Tree City" in July 2019. One of the requirements of "Tree City, USA" is to annually recognize "Arbor Day" in the City; and*

WHEREAS: *In 1872, through the efforts of J. Sterling Morton, Arbor Day was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS: *Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and*

WHEREAS: *Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and*

WHEREAS: *Trees, wherever they are planted, are a source of joy and spiritual renewal; and*

WHEREAS: *The City offers various programs to promote the planting of location-appropriate trees including "Re-Forest Rolla", "Riparian Re-forestation" and the ACORN Memorial Tree Planting Program; and*

WHEREAS: *In partnership with Tree City USA and MO Department of Conservation the City received a TRIM grant in 2020 to conduct a "Standard Inventory Analysis and Management Plan". The Report focused on the health and value of more than 3,800 trees on public property in the City of Rolla that add substantially to the quality of life in Rolla.*

NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Friday, April 5, 2024:

"ARBOR DAY"

In the City of Rolla, Missouri. I urge all citizens to celebrate Arbor Day to support efforts to protect our trees and woodlands and to plant trees to promote the well-being of future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 1st Day of April In the Year of Our Lord, Two-Thousand Twenty Four.

Louis J. Magdits IV
Louis J. Magdits IV (Mar 25, 2024 15:31 CDT)

Louis J. Magdits IV, Mayor



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Citywide Spring Cleanup

Saturday April 6th, 2024

- | | |
|--------------------|----------------------------|
| ✓ Boxes of trash | ✗ Yard Waste |
| ✓ Bags of trash | ✗ Large Appliances |
| ✓ Mattresses | ✗ Tires |
| ✓ Furniture | ✗ Hazardous Waste |
| ✓ Yard toys | ✗ Construction Debris |
| ✓ Small appliances | ✗ Large pieces of concrete |
| ✓ TV's | |

...and more!

- If you have items such as a lawnmower or trimmer, please drain the gas and oil first!
- Please bag or box as much as you can.
- Do not place items at the curb before Wednesday of that week.
- Items need to be to the curb no later than 6:00am on Saturday April 6th!
- Trash containers will not be emptied.
- Limited to residential properties only. **Commercial businesses and apartment complexes will not be included.**

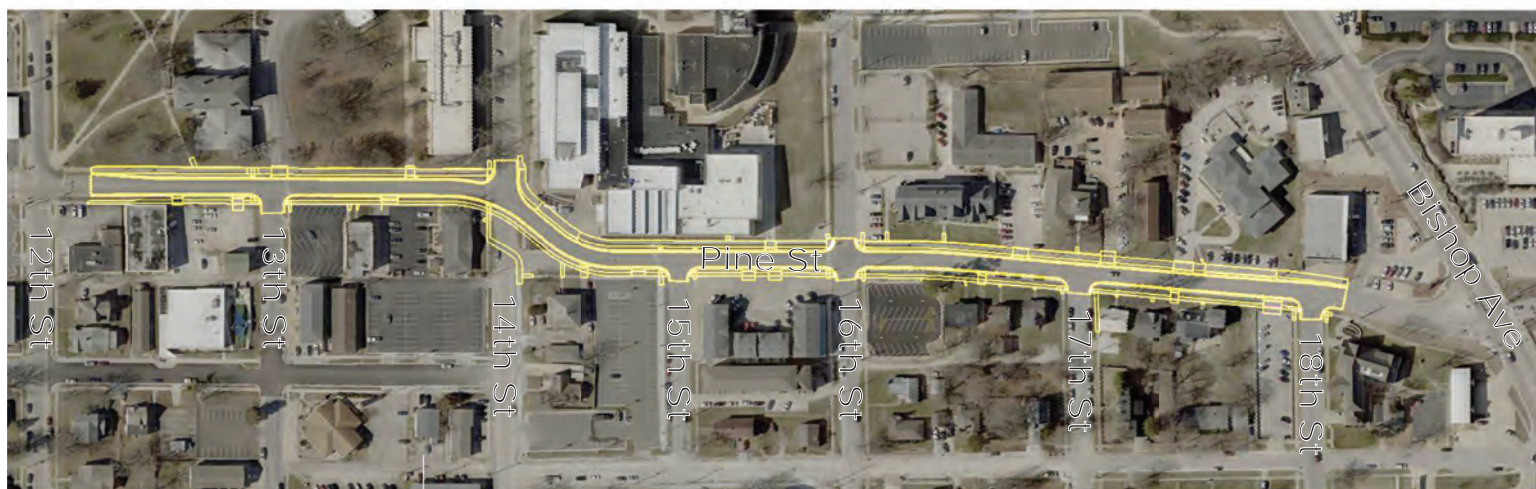
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PINE STREET PUBLIC MEETING

When: April 2 2024

Time: 4:30 - 6:00 pm

***Where: Hasselmann House
1100 N Pine St, Rolla, MO 65409***



The City of Rolla Public Works Department will be holding a public meeting to discuss the upcoming Pine Street improvements taking place between 12th Street and Bishop Avenue and you are invited.

If you have any questions call:

573-364-8659



X.C.1