

Please Note: The Council Meeting will be conducted at Rolla City Hall but physical participation will be limited per CDC guidelines. Citizens are encouraged to watch the proceedings live on Fidelity Cable Channel 16 or through the Fidelity YouTube link at <https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA>

COUNCIL PRAYER

Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL

Monday, September 20th, 2021; 6:30 P.M.

City Hall Council Chambers

901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: MORIAH RENAUD, TERRY HIGGINS, MEGAN JOHNSON, ANN MURPHEY, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JODY EBERLY, ROBERT KESSINGER, CAROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND DEANNE LYONS

PLEDGE OF ALLEGIANCE

Councilwoman Murphey

I. PUBLIC HEARINGS –

- A. **Request to Postpone Public Hearing** - Conditional Use Permit (CUP) to allow a Wireless Communications Facility not permitted by Section 42-400 or 42-401. (City Planner Tom Coots)
Motion
- B. **Public Hearing and Ordinance** to vacate a portion of the right-of-way of the alley between Oak Street and Olive Street; and between US 63 and 18th Street; adjacent to 1808 and 1810 N Bishop, 1808 N. Oak, and 1809 N Olive. **Public Hearing/ First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

III. OLD BUSINESS

- A. **Ordinance** Considering the FY 2022 Budget – (City Administrator John Butz) **Final Reading**.
- B. **Ordinance** to renew the Housing Officer Contract. (Chief Sean Fagan) **Final Reading**
- C. **Ordinance** amending section 27-101 of the Rolla City Codes pertaining to 1 hour parking on Cedar Street. (Public Works Director, Steve Hargis) **Final Reading**

IV. NEW BUSINESS

- A. **Ordinance** amending section 4-3 of the Rolla City Codes pertaining to Sunday liquor sales. (City Administrator John Butz) **First Reading**

September 20th, 2021

- B. **Notice** of Wayfair Legislation in 2021 – Use Tax (City Administrator John Butz) **Information only**
- C. 5 Year TIF Report – Westside Market Place (City Administrator John Butz) **Information only**
- D. **Ordinance** executing an agreement with MoDOT reference Highway Signage (City Administrator John Butz) **First Reading**
- E. **Ordinance** increasing Sewer Rates. (Public Works Director Steve Hargis) **First Reading**

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

- A. **Motion** to award lowest bid for Project 512, 7th Street Sidewalk Improvements, to Spalding Constructors and an **Ordinance** authorizing the Mayor to enter into the contract with Spalding Constructors. (City Engineer, Darin Pryor) **Motion/First Reading**

VI. **CITIZEN COMMUNICATION**

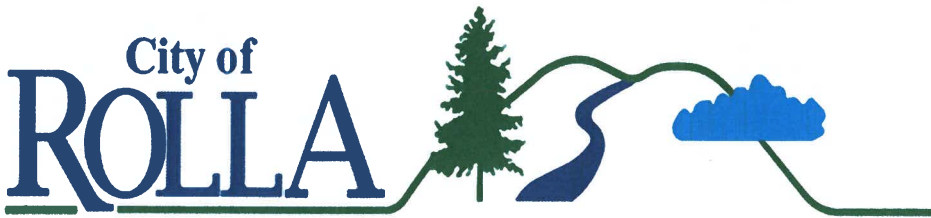
VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. Mayor Magdits - Appointment of Megan Flynn to the Housing Commission; filling unexpired 4 year term of Glenda Hill (Oct 2023)
- B. Mayor Magdits – Re-appointment of Bill Priesmeyer to the Housing Commission (Oct 2025)

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

IX. **CLOSED SESSION** – NONE

X. **ADJOURNMENT**



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Postpone to Oct 18, 2020

SUBJECT: Conditional Use Permit (CUP) to allow a Wireless Communications Facility not permitted by Section 42-400 or 42-401

MEETING DATE: September 20, 2021

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing on September 14, 2021 and heard input from the applicant and several citizens. The Commission voted to table the discussion to the October 12, 2021 Planning and Zoning Commission meeting.

Staff Recommendation:

Notice has been provided for the City Council to conduct a public hearing on the request on September 20, 2021. Staff recommends that the City Council postpone the public hearing to the October 18, 2021 City Council meeting to allow for the Planning and Zoning Commission to conclude their discussion and make a recommendation.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter

I.A.1



Project Information:

Case No: CUP 21-02
 Location: 1900 Old Saint James Rd
 Applicant: Russell Been of Collective Solutions, LLC

Request:
 CUP to allow a telecommunications tower in the C-3, Highway Commercial district

Public Hearings:

Planning and Zoning Commission
September 14, 2021
5:30 PM
 City Hall: 1st Floor

City Council
September 20, 2021
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

J.A.2



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

SITUATED IN THE COUNTY OF PHELPS, STATE OF MISSOURI:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE MAIN TRACK OF THE ST. LOUIS & SAN FRANCISCO RAILROAD WITH THE EAST AND WEST CENTERLINE OF SECTION ONE (1), IN TOWNSHIP THIRTY-SEVEN (37) NORTH, OF RANGE EIGHT (8) WEST, THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF TRACK, A DISTANCE OF 332 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 162 FEET, THENCE DUE EAST A DISTANCE OF 33 FEET AND 4 INCHES FOR A POINT OF BEGINNING, THENCE NORTHEASTERLY PARALLEL TO CENTER LINE OF MAIN TRACK, A DISTANCE OF 466 FEET AND 8 INCHES; THENCE SOUTHWESTERLY PARALLEL TO AFORESAID CENTER LINE MAIN TRACK A DISTANCE OF 700 FEET, THENCE DUE WEST A DISTANCE OF 466 FEET AND 8 INCHES TO THE POINT OF BEGINNING, EXCEPT A STRIP 35 FEET WIDE OFF SOUTH SIDE OF SAID TRACK. EXCEPTING ALL THAT PART CONVEYED TO THE CITY OF ROLLA, MISSOURI VIA WARRANTY DEED DATED DECEMBER 15, 1955, FILED JANUARY 6TH, 1956 IN BOOK 144 AT PAGE 26 OF THE PHELPS COUNTY DEED RECORDS. ALSO EXCEPTING ALL THAT PART CONVEYED TO CHARLES A. BLINNE AND MARY BLINNE, HIS WIFE, VIA WARRANTY DEED DATED SEPTEMBER 14TH, 1955, FILED JULY 24, 1956 IN BOOK 144 AT PAGE 485 OF THE PHELPS COUNTY DEED RECORDS, ALSO EXCEPTING ALL THAT PART CONVEYED TO C. A. BLINNE AND MARY BLINNE, HIS WIFE, VIA WARRANTY DEED DATED DECEMBER 20TH, 1960, FILED MAY 4TH, 1961 IN BOOK 158 AT PAGES 440.441 OF THE PHELPS COUNTY DEED RECORDS.

ALSO EXCEPTING ALL THAT PART CONVEYED TO MARY L. BLINNE, VIA QUIT CLAIM DEED DATED DECEMBER 15, 1980, FILED JUNE 30, 1981, IN BOOK 311, PAGE 41, OF THE PHELPS COUNTY RECORDS.

ALSO EXCEPTING THAT PROPERTY CONVEYED IN THE DEEDS RECORDED IN BOOK 207, PAGE 273, AND BOOK 182, PAGE 428, OF THE PHELPS COUNTY RECORDS.

TAX ID: 71-09-1.0-01-002-001-015.000

BEING THE SAME PROPERTY CONVEYED TO B DUNNIGAN TOURS LLC, GRANTEE, FROM MARY H. OGLE, A SINGLE PERSON, GRANTOR, BY DEED RECORDED 12/31/2018, AS DOCUMENT NO. 2018-5993, OF THE PHELPS COUNTY RECORDS.

I.A.3





**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Vacation: A portion of the right-of-way of the alley between Oak Street and Olive Street; and between US 63 and 18th Street; adjacent to 1808 and 1810 N Bishop, 1808 N Oak, and 1809 N Olive

(VAC21-01)

MEETING DATE: September 20, 2021

Application and Notice:

Applicant/Owner - Zhenhong "Tommy" Lin of Day Top, LLC and Jing Chen

Public Notice - Letters mailed to impacted property owners; Legal ad in the Phelps County Focus; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant seeks to vacate the northern portion of the alleyway. This would restrict access to Bishop Ave and require that the other users enter and exit the alley from 18th Street. The applicant states that the vacation will help with the redevelopment of 1810 N Bishop. The alley would likely just become a dead-end, but depending on how the property is developed, the alley could connect with a parking area to provide indirect access to Bishop Ave and/or Olive Street.

Property Details:

Land area - Approximately 3,020 sq. ft. to be vacated

Public Facilities/Improvements:

Streets - The alleyway is accessed from US 63/Bishop Ave, an arterial road; and from 18th Street, a local street.

Utilities - Electric and communications utilities are located in the alley. A utility easement will be retained if the request is approved.

Comprehensive Plan: The Comprehensive Plan does not provide guidance on street vacations. The Schuman/Ber Juan Neighborhood Plan does recommend preserving existing alleys, except those that are found to not be needed.

I.B.1

Discussion: The current alley does exit onto Bishop Ave/US 63. This is a very busy roadway. The alley is not wide enough for two-way traffic. It would be safer if the alley did not access Bishop Ave directly. The utilities can be preserved with a utility easement. If the other impacted properties have no objection, staff recommends the request be approved.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on September 14, 2021 and voted 5-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance; Exhibit; Public Notice Letter, Letter of Request



Project Information:

Case No: VAC21-01
 Location: Adjacent to 1808 and 1810 N Bishop, 1808 N Oak, and 1809 N Olive
 Applicant: Zhenhong Lin and Jing Chen of Daytop, LLC
 Request: Vacation of a portion of the alley between Oak, Olive, 18th Streets and Bishop Ave

Public Hearings:

Planning Commission
September 14, 2021
5:30 PM
 City Hall: 1st Floor

 City Council
September 20, 2021
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

I.B.3



What is a Vacation?

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

What is a Right-of-Way?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

All that part of a 15 feet wide alley situated in Block 18 of Schuman's Addition to the City of Rolla, Missouri described as follows:

Beginning at the southeast corner of Lot 3 of Block 18 of said Schuman's Addition; thence North, 198 feet more or less to the northeast corner of Lot 1 of Block 18 and the southerly right of way US Highway 63; thence 15 feet more or less in a northeasterly direction along said right of way to the northwest corner of Lot 8 of Block 18; thence South, 202 feet more or less to the southwest corner of Lot 10 of Block 18; thence west, 15 feet more or less to the Point of Beginning.



I.B.4

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF THE RIGHT-OF-WAY OF THE ALLEY BETWEEN OAK STREET AND OLIVE STREET AND BETWEEN 18TH STREET AND BISHOP AVENUE

(VAC21-01)

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

SECTION 1: The location of the right-of-way to be vacated is shown on the attached exhibit. The vacation is adjacent to property addressed as 1808 and 1810 N Bishop Ave; 1808 N Oak Street; and 1809 N Olive Street.

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

All that part of a 15 feet wide alley situated in Block 18 of Schuman's Addition to the City of Rolla, Missouri described as follows:

Beginning at the southeast corner of Lot 3 of Block 18 of said Schuman's Addition; thence North, 198 feet more or less to the northeast corner of Lot 1 of Block 18 and the southerly right of way US Highway 63; thence 15 feet more or less in a northeasterly direction along said right of way to the northwest corner of Lot 8 of Block 18; thence South, 202 feet more or less to the southwest corner of Lot 10 of Block 18; thence west, 15 feet more or less to the Point of Beginning.

SECTION 3: That this Ordinance shall be in full force and effect after the its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 4TH DAY OF OCTOBER, 2021.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

I.B.5



OAK STREET

US HIGHWAY 63
N. BISHOP AVE.

DAY TOP, LLC
1808 N. BISHOP AVE
LOT 1 BLOCK 18
SCHUMAN'S

LIN & CHEN
1810 N. BISHOP STREET
LOT 8 BLOCK 18
SCHUMAN'S

DAY TOP, LLC
1808 N. BISHOP AVE
LOT 2 BLOCK 18
SCHUMAN'S

LIN & CHEN
1810 N. BISHOP STREET
LOT 9 BLOCK 18
SCHUMAN'S

DAY TOP, LLC
1808 N. OAK STREET
LOT 3 BLOCK 18
SCHUMAN'S

LIN & CHEN
1809 N. OLIVE STREET
LOT 10 BLOCK 18
SCHUMAN'S

DAY TOP, LLC
1806 N. OAK STREET
LOT 4 BLOCK 18
SCHUMAN'S

INVESTMENTS, LLC
1807 N. OLIVE STREET
LOT 11 BLOCK 18
SCHUMAN'S

AREA TO BE VACATED

OLIVE STREET

-EXHIBIT-

I.B.6

Proposed Alley Vacation

- 1 .Very little or no use. There are street on both side of the alley. Residents can enter and exit the alley from 18th st. Difficulty of getting onto Bishop Ave due to amount of traffic and visibility.
2. Alley is not been maintained by anybody. Trash has been accumulating along the alley. Weeds and trees has never been trimmed or cut down. We would assume the responsibility.
3. Eliminating the thru traffic and foot traffic of the alley might help curve theft and burglary in this area. 1806 N Oak was broken into on two occasions in the past year. Personal items was stolen at 1804 N Oak form their backyard

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance to Approve FY2022 Budget

BUDGET APPROPRIATION (IF APPLICABLE) \$42,546,680 DATE: September 20, 2021

COMMENTARY:

Attached are the key documents of the proposed FY22 budget of \$42,546,680. The unusually large budget reflects 3 significant capital improvement projects that differentiate from a more typical operating budget of \$30M+/- . Specifically the budget includes bond/lease funding of \$5.27M for sewer treatment plant expansions, \$4.9M in transportation Development District (TDD) projects (i.e. University Drive and Pine St.), and \$3.5M to construct a new Public Works facility off McCutchen Drive.

Significant changes to the FY2022 budget includes considerable pay adjustments for all full-time city employees (particularly in light of labor shortages and minimum wage). The budget anticipates a 4% COLA for all full-time City employees, merit step increase consideration, an additional 5% for public safety positions and reclassification of all labor and equipment operator positions in public works. The budget anticipates two additional positions in Parks (Aquatics Supervisor and Maintenance). The budget includes the second year of contracted management services for the Centre. The budget also includes fee increases in sewer fees, trash service (or elimination of curbside recycling), SplashZone and burial fees. And lastly, the City will also be receiving \$4M in federal ARPA funds (American Rescue Plan Act) for loss revenues, COVID-related impacts, and related stimulus funding.

The budget, and specifically the \$14M General Fund, remains very tight with a projected deficit of \$214,130 (includes \$620,000 for the construction of the Animal Shelter Facility shell from previously donated funds – Phase 1 only). The General Fund budget as proposed does not include the estimated \$44,000/year cost for law enforcement body cameras due to projected significant budget deficits in FY2023 and beyond. City Council and Administration will need to work with the Community on re-prioritizing core services or look for additional revenue sources.

City Council has expressed interest in adding \$44,000 per year for body cameras. Administration will provide options for Council consideration.

Recommendation: Final Reading

ITEM NO. III. A.1

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021 AND APPROPRIATING FUNDS PURSUANT THERETO.

WHEREAS, the City Administrator has presented to the City Council an annual budget for the fiscal year beginning on October 1, 2021, and

WHEREAS, a public presentation on the budget was conducted on August 31, 2021, and a public hearing scheduled on September 7, 2021, at which hearing citizens were given an opportunity to be heard.

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

Section 1: The annual budget for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2021, a copy of which is attached hereto and made a part thereof as if fully set forth herein, having been heretofore submitted by the City Administrator, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said budget.

Section 3: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20th DAY OF SEPTEMBER 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. A. 2

Critical Funded Requests:

Public Safety Radios	\$1,135,000
Public Safety Compensation	\$489,125
RFD Station renovation	\$75,000
Public Safety Vehicles	\$191,000
Fire Minimum Staffing (6 to 7)	\$23,900
Animal Shelter Building Shell	\$620,000

Critical Unfunded Requests:

Animal Control Expansion (Ph 2)	\$650,000
Succession Planning	\$175,000
Body Cameras (annual)	\$42,000

Sewer Fund

Completion of the \$25 M Treatment Plant Upgrades (\$3.7M in FY 2022)
Solid Reserves of \$5 M (accumulated to make additional debt service thru 2027)
No change in Service Availability Fee Inc (\$12/mo)
\$0.25/1,000 gal increase in user rate (total \$5.65/1,000 gal)

Environmental Services

Good Reserves of \$1.4 M
Recycling market has rebounded strongly (\$270,000 proj rev)
Trash fee increase of 15% or eliminate curbside recycling pickup
Landfill/Disposal Rate Unchanged (6 year flat rate)
Automated Trash Truck No. 2 of 3 (\$345,000)
Internal Financing of Vehicle Maintenance Facility 8/15 years (bal of \$500k)

Airport Fund

Minimal Reserves (projected \$13,914)
Transferred to Street/Cap Imp Fund from Gen Fund in 2020 (savings of \$175,000+/-)
\$3.2M 4/22 Runway Rehab project completed in FY 2021
Fuel Sales have rebounded nicely (\$370k)
Ag Lease/Ground Leases all updated
Star Loan (MoDOT) for 5% Runway grant match (\$34,000 for 5 years)

Cemetery Fund

Fiduciary/Trust projected balance of \$331,647
Increase in burial service fees in FY 2022
Driving lane storm sewer and overlay project completed in FY 2021
FY 2022 projects include old tombstone repair and potter's field monuments

Street Fund

Solid Unrestricted Reserve projected \$1.24 M
Transferred Engineering Division from GF to Street/Cap Imp Fund (GF savings)
MRTDD Projects of \$4.9 M (\$6.6M in FY 21- Hwy E ped bridge, Kingshighway)
University Dr. Realignment (FY 2022) - \$8.9 M (48% S&T)
Construction and Financing of Street Shop – PW Yard (\$3.5 M)
Primary City Projects: Oak St; Elm St; Cemetery Trail; 7th St. sidewalk
6 miles of thin overlays

III.A.4

Rec Center Fund

ARPA loss revenue reimbursement of \$815,000 for 2020 – 2022
Contracted management/operations with Power Wellness Nov 2020
Elimination of Reserve Fund – need sustainability plan
General Fund (overhead) transfer eliminated in FY 21
All Centre employees transferred to Power Wellness employees as of 11/14/2020

Park Fund

Reasonable Reserve Fund Balance of \$114,526
Property Tax and Sales Tax (2% with redirect of TIF)
Prop P reauthorization (1/16th sales tax sunset - \$305 k for park improvements?)
ARPA pool/COVID loss revenue (\$45k)
Capital Expenses of \$350,300 (backhoe, mower, BP playground, sidewalk)
SplashZone operations – budget includes a pool manager (FTE)
Prop P was critical! Provides \$1,154,000 in dedicated park funding (25% expires in 4/23)

Park Land Reserve Fund

Balance in Escrow - \$73,119 (from land sales & residential subdivision development)
Requires 2/3 Council Vote with timely spend down
\$39,500 towards Buehler Park playground

Debt Position

FY 2022 debt/lease payments (expense) - \$3.42 M
Total City debt and obligations outstanding - \$36.8 M:
Including Sewer Revolving Fund Debt of \$25 M (voter approval Nov 2018)
New Debt - \$3.5 M (public services facility)
Constitutional Debt Authority (20% Assessed Valuation) - \$49,000,000
Rolla's General Obligation Debt: \$0



September 7, 2021

Honorable Louis J. Magdits, IV
and Members of City Council
City of Rolla
Rolla, MO 65402

Dear Mayor and Council:

Pursuant to the requirements of Section 67.020 of the Revised Statutes of Missouri, the Fiscal Year 2022 Budget is hereby submitted (October 1, 2021 – September 30, 2022). This Budget has been prepared in conjunction with the Mayor, Council and Department Directors who have anticipated the needs of their departments realistically in relation to both available money and department demands.

In every respect the 2021-22 Budget meets the legal requirement that expenditures not exceed anticipated revenues plus any unencumbered fund balance from the previous year. The 2021-22 Budget will begin on October 1, 2021. The budget represents a total yearly program of \$42,546,680 offset by anticipated revenues of \$45,366,092 – a net surplus of \$2,819,412. The unusually large budget reflects three significant bond financings, namely the SRF Sewer Bond of \$5.27 M, the Move Rolla TDD (transportation) program of \$1.56 M and construction of the new Public Works Services Building of \$3.5 M. The budget anticipates significant pay adjustment (4 – 14%) for qualifying full-time City employees including an additional 5% for public safety officers to attract and retain qualified employees. Rolla voters authorized the Use Tax on out-of-state purchases in November 2019 for public safety needs including compensation, facilities and equipment. The budget also includes \$350,000 in park improvements and equipment thanks to Prop P (1/4 cent sales tax). The City is also slated to receive approximately \$4 M in federal ARPA funds for COVID impact (including loss of revenues) and stimulus funding. The budget includes user fee increases in sewer rates, trash fees, SplashZone fees and cemetery burial fees.

The 2021-22 Budget is submitted with the belief that it represents a worthy effort to obtain a balanced program for the ensuing year. The Budget expresses on paper and in dollars the never-ending struggle to provide Rolla citizens the most service possible for each tax dollar spent.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Butz", is written over the typed name.

John Butz
City Administrator

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
ALL FUNDS
City of Rolla
Fiscal Year 2021 - 2022

	Audit 2019	Audit 2020	Estimated 2021	Adopted 2022	% of Budget
REVENUES					
Sales/Property Tax	14,414,015	14,516,332	15,912,938	16,278,015	36%
Licenses & Permits	174,427	140,931	146,650	147,000	0%
Intergovernmental	777,957	3,255,815	630,061	1,931,960	4%
Charges for Service	9,949,647	9,429,707	9,829,852	10,627,948	23%
Fines & Forfeitures	215,867	133,276	143,800	187,476	0%
Misc. Income	2,085,078	8,213,592	858,424	7,418,107	16%
Bond Proceeds	0	135,115	25,960,364	8,775,586	19%
Total Revenues	\$ 27,616,990	\$ 35,824,768	\$ 53,482,090	\$ 45,366,092	100%
EXPENDITURES					
Personnel	14,041,784	15,265,503	14,248,399	15,276,410	36%
Supplies & Bldg Mtnc.	1,086,660	992,318	801,016	837,317	2%
Services	5,157,135	4,248,947	5,597,208	4,801,698	11%
Maintenance & Imp	2,625,355	2,298,025	2,752,655	2,466,115	6%
Capital Exp	8,061,427	17,982,817	28,617,682	18,440,015	43%
Use Tax Exp.	0	118,167	384,855	725,125	2%
Total Expenditures	\$ 30,972,362	\$ 40,905,776	\$ 52,401,816	\$ 42,546,680	100%
EXCESS REVENUES OVER EXPENDITURES	\$ (3,355,371)	\$ (5,081,008)	\$ 1,080,275	\$ 2,819,412	
FUND TRANSFERS	\$ -	\$ -	\$ -	\$ -	
TOTAL REVENUES OVER EXPENDITURES	\$ (3,355,371)	\$ (5,081,008)	\$ 1,080,275	\$ 2,819,412	
BEGINNING FUND BALANCE (10/1)	\$ 17,372,063	\$ 14,016,692	\$ 8,920,958	\$ 10,001,232	
ENDING FUND BALANCE - ALL FUNDS (9/30)	\$ 14,016,692	\$ 8,935,684	\$ 10,001,232	\$ 12,820,644	
FOOTNOTES:					
RESTRICTED CASH	\$ 4,951,256	\$ 4,383,527	\$ 3,676,311	\$ 2,983,011	
PROJECTED UNRESTRICTED CASH	\$ 9,065,435	\$ 4,552,157	\$ 6,324,921	\$ 9,837,632	

III.A.7

**CITY OF ROLLA
REVENUE TOTALS
FY 2020 - 2021**

Fund	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ESTIMATED	2020-2021 ADOPTED	% OF BUDGET
General Fund	10,450,441	10,599,958	11,630,745	13,474,238	29.70%
Sewer Fund	3,787,063	3,903,662	23,516,026	9,792,356	21.59%
Environmental Services Fund	3,530,813	3,588,021	3,644,300	3,983,550	8.78%
Park Fund	1,604,918	1,551,598	1,698,679	1,867,942	4.12%
Park Land Reserve Fund	27,730	368	435	1,000	0.00%
Airport Fund	614,799	3,187,961	692,971	516,206	1.14%
Cemetery Fund	13,572	9,101	35,124	13,200	0.03%
Street Fund	6,508,841	12,442,783	12,107,218	14,902,600	32.85%
Recreation Fund	1,078,812	541,316	156,592	815,000	1.80%
REVENUE TOTAL	27,616,990	35,824,768	53,482,090	45,366,092	100%

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**CITY OF ROLLA
EXPENDITURE TOTALS
FY 2020 - 2021**

Department	2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ADOPTED	2019-2020 ESTIMATED	2020-2021 ADOPTED	% OF BUDGET
Administration	638,918	595,642	626,681	629,500	676,855	1.59%
City Administration	327,617	324,467	313,645	320,920	312,932	0.74%
Library	240,606	280,412	287,900	288,000	300,750	0.71%
Finance	611,318	603,059	621,625	634,275	679,960	1.60%
Legal	72,829	67,327	64,725	65,415	67,300	0.16%
Court	87,427	86,426	88,675	86,355	92,990	0.22%
911/Telecommunications	1,070,600	1,184,528	1,232,430	1,275,920	1,438,550	3.38%
Animal Control	139,523	152,476	170,495	267,195	831,455	1.95%
Police	3,715,698	4,062,772	4,047,200	4,126,350	5,522,076	12.98%
Fire	3,061,277	3,225,617	3,340,250	3,349,950	3,990,300	9.38%
Building Services	93,400	83,576	81,540	97,845	92,165	0.22%
Engineering	827,965	831,122	787,790	803,595	0	0.00%
Community Development	421,984	445,727	451,200	451,825	513,925	1.21%
Economic Development	226,834	237,403	163,550	90,559	54,110	0.13%
GENERAL FUND TOTAL	11,535,995	12,180,554	12,277,706	12,487,704	14,573,368	34.25%
Sewer	5,822,996	7,163,266	20,822,099	20,446,694	8,607,349	20.23%
Recycling	548,784	664,743	550,940	493,249	582,720	1.37%
Sanitation	2,731,091	2,731,439	2,583,300	2,618,290	2,822,900	6.63%
Vehicle Maintenance	399,600	467,802	425,735	431,905	448,560	1.05%
Parks	1,480,816	1,511,800	1,530,535	1,618,067	1,827,100	4.29%
Cemetery	0	0	70,000	70,000	20,000	0.00%
Park Land Reserve	0	0	0	50,000	39,500	0.09%
Airport	762,427	3,355,114	530,305	851,838	663,425	1.56%
Street	6,177,198	11,634,263	15,049,736	12,283,662	12,211,553	28.70%
Recreation Center	1,513,454	1,211,522	1,721,705	1,050,406	750,205	1.76%
OTHER FUNDS TOTAL	19,436,367	28,739,948	43,284,355	39,914,111	27,973,312	65.70%
EXPENDITURE TOTAL	30,972,362	40,920,502	55,562,061	52,401,816	42,546,680	100%

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
GENERAL FUND
City of Rolla
Fiscal Year 2021-2022

	Audit 2019	Audit 2020	Estimated 2021	Proposed 2022
REVENUES				
Taxes	8,103,541	8,102,172	9,114,000	9,350,873
Licenses & Permits	174,427	140,931	146,650	147,000
Intergovernmental Revenue	270,874	455,323	418,850	1,849,960
Charges for Services	1,546,988	1,669,910	1,739,620	1,865,328
Fines and Forfeitures	215,867	133,276	143,800	187,476
Miscellaneous	138,745	98,346	67,825	73,601
Lease Proceeds	0	0	0	0
Total Revenues	10,450,441	10,599,958	11,630,745	13,474,238
EXPENDITURES				
Administrative	638,918	595,642	629,500	676,855
City Administration	327,617	324,467	320,920	312,932
Library	240,606	280,412	288,000	300,750
Finance	611,318	603,059	634,275	679,960
Legal Service	72,829	67,327	65,415	67,300
City Court	87,427	86,426	86,355	92,990
911/Communications	1,070,600	1,184,528	1,275,920	1,438,550
Animal Control	139,523	152,476	267,195	831,455
Police	3,715,698	4,062,772	4,126,350	5,522,076
Fire	3,061,277	3,225,617	3,349,950	3,990,300
Buildings	93,400	83,576	97,845	92,165
Engineering	827,965	831,122	803,595	0
Community Development	421,984	445,727	451,825	513,925
Economic Development	226,834	237,403	90,559	54,110
Total Expenditures	11,535,995	12,180,554	12,487,704	14,573,368
EXCESS OF REVENUES OVER EXPENDITURES	(1,085,553)	(1,580,596)	(856,959)	(1,099,130)
FUND TRANSFERS				
From Street Fund	475,125	491,400	516,500	307,000
From Park Fund	72,100	69,300	80,700	107,000
To Airport Fund	(220,000)	0	0	35,000
From Sewer, Env Svs & Recreation Fund	615,625	563,400	629,600	436,000
TOTAL REVENUES OVER EXPENDITURES	(142,703)	(456,496)	369,841	(214,130)
BEGINNING FUND BALANCE (10/1)	3,004,264	2,861,560	2,405,065	2,774,905
ENDING FUND BALANCE (9/30)	2,861,560	2,405,065	2,774,905	2,560,775
FOOTNOTES:				
RESTRICTED CASH	1,310,775	1,057,315	1,259,745	609,745
PROJECTED UNRESTRICTED CASH	1,550,786	1,347,749	1,515,161	1,951,030

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 Restricted Reserves*

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**CITY OF ROLLA
GENERAL FUND REVENUE PROJECTIONS**

Account Titles	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Estimated	FY 2022 Projected	Remarks
TAXES						
R.E. Type Taxes						
01/ 4-000-41-020	\$ 987,214.38	\$ 1,035,948.93	\$ 1,050,000.00	\$ 1,155,000.00	\$ 1,189,650.00	2.0% growth
01/ 4-000-41-021	\$ (11,774.56)	\$ (204,146.29)	\$ (42,000.00)	\$ (42,000.00)	\$ (42,840.00)	
01/ 4-000-41-060	\$ 6,320.72	\$ 6,229.10	\$ 7,000.00	\$ 7,000.00	\$ 7,140.00	
01/ 4-000-41-200	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	PILOT Rolla Apis \$5k (Ch 353) 2/4
Sub-Total	\$ 981,760.54	\$ 838,031.74	\$ 1,020,000.00	\$ 1,125,000.00	\$ 1,158,950.00	
Sales Taxes						
01/ 4-000-41-140	\$ 4,683,330.22	\$ 4,922,726.21	\$ 4,890,000.00	\$ 5,150,000.00	\$ 5,253,000.00	2.0% growth
01/ 4-000-41-141	\$ (310,626.74)	\$ (320,118.27)	\$ (295,000.00)	\$ (295,000.00)	\$ (300,900.00)	WMP/TIF redirect
01/ 4-000-41-150	\$ -	\$ 188,054.97	\$ 475,000.00	\$ 475,000.00	\$ 702,000.00	2.25% use tax rate
01/ 4-000-41-155	\$ 357,641.83	\$ 275,431.91	\$ 315,000.00	\$ 315,000.00	\$ 330,000.00	(3% tax) COVID impact 2020
01/ 4-000-41-180	\$ 176,684.76	\$ 180,690.81	\$ 170,000.00	\$ 210,000.00	\$ 194,000.00	COVID impact
Sub-Total	\$ 4,907,030.07	\$ 5,246,785.63	\$ 5,555,000.00	\$ 5,980,000.00	\$ 6,178,100.00	
Franchise & Excise Taxes						
01/ 4-000-41-100	\$ 1,535,660.36	\$ 1,439,279.55	\$ 1,485,000.00	\$ 1,450,000.00	\$ 1,464,500.00	RMU rate reduction 2019 (5% PILOT)
01/ 4-000-41-101	\$ 252,181.60	\$ 203,752.79	\$ 200,000.00	\$ 195,000.00	\$ 190,000.00	Land line & cell - trending decline (5% franch fee)
01/ 4-000-41-103	\$ 117,207.85	\$ 108,359.62	\$ 100,000.00	\$ 100,000.00	\$ 95,000.00	Cable services - trending decline (5% franch fee)
01/ 4-000-41-104	\$ 182,455.67	\$ 137,526.08	\$ 155,000.00	\$ 140,000.00	\$ 142,800.00	Weather dependent (5% franch fee)
01/ 4-000-41-400	\$ 98,306.55	\$ 98,283.60	\$ 95,000.00	\$ 95,000.00	\$ 92,233.00	Declining rev stream (5% tax)
01/ 4-000-41-420	\$ 28,859.40	\$ 30,152.50	\$ 29,000.00	\$ 29,000.00	\$ 29,290.00	
01/ 4-000-41-500	\$ 78.62	\$ 0.89	\$ -	\$ -	\$ -	Southside NID payments
Sub-Total	\$ 2,214,750.05	\$ 2,017,355.03	\$ 2,064,000.00	\$ 2,005,000.00	\$ 2,013,823.00	
LICENSES AND PERMITS						
01/ 4-000-42-020	\$ 47,108.50	\$ 52,683.50	\$ 49,500.00	\$ 47,000.00	\$ 48,000.00	BL issued - 1375
01/ 4-000-42-060	\$ 6,929.00	\$ 4,354.00	\$ 6,000.00	\$ 5,000.00	\$ 6,000.00	
01/ 4-000-42-080	\$ 93,719.28	\$ 64,094.89	\$ 75,000.00	\$ 75,000.00	\$ 77,250.00	50% recapture, fee inc - Fire plan review included
01/ 4-000-42-100	\$ 14,822.06	\$ 4,021.32	\$ 11,000.00	\$ 4,500.00	\$ -	Moved to Street Fund
01/ 4-000-42-102	\$ 4,089.00	\$ 5,295.00	\$ 6,500.00	\$ 4,500.00	\$ 6,500.00	
01/ 4-000-42-120	\$ 7,759.42	\$ 10,242.50	\$ 9,250.00	\$ 9,250.00	\$ 9,250.00	Public parking permits (1/2 collect/enforce)
01/ 4-000-42-130	\$ -	\$ 240.00	\$ -	\$ 1,400.00	\$ -	Moved to Street Fund
Sub-Total	\$ 174,427.26	\$ 140,931.21	\$ 157,250.00	\$ 146,650.00	\$ 147,000.00	
INTERGOVERNMENTAL						
01/ 4-000-43-020	\$ 82,420.21	\$ 172,399.78	\$ 65,000.00	\$ 110,000.00	\$ 1,606,300.00	SEMA 12K, ICE/MODO1 36K, DOJ 4K, CARES 75K, RHSOC 7K
01/ 4-000-43-021	\$ 3,045.00	\$ 2,321.00	\$ 2,750.00	\$ 2,750.00	\$ 300.00	
01/ 4-000-43-022	\$ -	\$ -	\$ -	\$ -	\$ -	share from ICE/ATF? (restricted)
01/ 4-000-43-023	\$ 22,830.97	\$ 115,172.67	\$ -	\$ 72,600.00	\$ -	restricted to South Central Drug Taskforce
01/ 4-000-43-030	\$ 155,238.17	\$ 155,151.30	\$ 245,000.00	\$ 225,000.00	\$ 234,750.00	RPS 3 SRO/CG 217K, RHA 28K(50% REIMB)
01/ 4-000-43-035	\$ 7,125.00	\$ 787.50	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	
01/ 4-000-43-040	\$ -	\$ -	\$ -	\$ -	\$ -	Training Reimb
01/ 4-000-43-041	\$ (34,282.75)	\$ 1,325.00	\$ 1,000.00	\$ 1,000.00	\$ 1,020.00	Bl for Hwy incident response Est 10K - 20K?
01/ 4-000-43-081	\$ 34,497.60	\$ 8,165.42	\$ 4,500.00	\$ 4,500.00	\$ 4,590.00	SOP cost share 2/3
01/ 4-000-43-225	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub-Total	\$ 270,874.20	\$ 455,322.67	\$ 326,250.00	\$ 418,850.00	\$ 1,849,960.00	

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CITY OF ROLLA
GENERAL FUND REVENUE PROJECTIONS

Account Titles	FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2021 Estimated	FY 2022 Projected	Remarks
CHARGES FOR SERVICES						
01/ 4-000-44-020	\$ 55,326.87	\$ 56,433.41	\$ 57,000.00	\$ 57,000.00	\$ 58,140.00	Contract w/ MOS&T
01/ 4-000-44-030	\$ 2,739.00	\$ 5,782.56	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	Contract w/ various sewer districts
01/ 4-000-44-050	\$ 243,196.97	\$ 287,958.62	\$ 297,900.00	\$ 298,000.00	\$ 310,750.00	Contract for financial/IT services w/ Library
01/ 4-000-44-060	\$ 1,042,632.10	\$ 1,195,268.01	\$ 1,246,430.00	\$ 1,289,920.00	\$ 1,452,450.00	Contract for financial w/ PCESB (\$14K PD/Fin)
01/ 4-000-44-061	\$ -	\$ 3,117.85	\$ -	\$ -	\$ -	Agreement with Taskforce per DOJ
01/ 4-000-44-063	\$ 2,071.25	\$ -	\$ -	\$ -	\$ -	TERMED - Contract for financial/IT services w/ Edgar Springs Fire
01/ 4-000-44-064	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	Contract for financial/IT services w/ Rolla Rural Fire
01/ 4-000-44-080	\$ 124,646.78	\$ 41,504.44	\$ 8,000.00	\$ 3,000.00	\$ -	Contract for financial w/ RREC
01/ 4-000-44-082	\$ 58,300.00	\$ 65,125.00	\$ 10,000.00	\$ 60,000.00	\$ 12,000.00	Contract for financial w/ TOD
01/ 4-000-44-083	\$ 2,000.00	\$ -	\$ 1,000.00	\$ 11,000.00	\$ 11,000.00	Kohls TIF - Forum C.I.D. WMP TIF
01/ 4-000-44-090	\$ 6,074.64	\$ 4,720.56	\$ 4,700.00	\$ 4,700.00	\$ 4,888.00	7.0% operating rev PCLB
Sub-Total	\$ 1,546,987.61	\$ 1,669,910.45	\$ 1,641,030.00	\$ 1,739,620.00	\$ 1,865,328.00	
FINES AND FORFEITURES						
01/ 4-000-45-020	\$ 211,010.21	\$ 129,945.05	\$ 180,000.00	\$ 140,000.00	\$ 183,600.00	Mobile ticketing
01/ 4-000-45-021	\$ 4,856.67	\$ 3,330.50	\$ 3,800.00	\$ 3,800.00	\$ 3,876.00	
Sub-Total	\$ 215,866.88	\$ 133,275.55	\$ 183,800.00	\$ 143,800.00	\$ 187,476.00	
MISCELLANEOUS						
01/ 4-000-46-005	\$ -	\$ -	\$ -	\$ -	\$ -	Radios 1,135k
01/ 4-000-46-020	\$ 7,930.00	\$ 7,930.00	\$ 8,300.00	\$ 8,300.00	\$ 8,466.00	Pine Street Lease inc
01/ 4-000-46-021	\$ 62,788.72	\$ 49,998.50	\$ 50,000.00	\$ 25,000.00	\$ 30,000.00	CFO Donations (restricted)
01/ 4-000-46-040	\$ 34,276.73	\$ 11,957.80	\$ 6,000.00	\$ 8,500.00	\$ 8,670.00	Bank contract 0.30% on accounts (4 years)
01/ 4-000-46-060	\$ 17,766.56	\$ 20,099.45	\$ 15,000.00	\$ 22,000.00	\$ 22,440.00	Surplus 4 PD vehicles
01/ 4-000-46-400	\$ 15,906.57	\$ 8,344.48	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	Liens fines copies, etc
01/ 4-000-48-100	\$ 76.13	\$ 15.45	\$ 25.00	\$ 25.00	\$ 25.00	
Sub-Total	\$ 138,744.71	\$ 98,345.68	\$ 89,325.00	\$ 67,825.00	\$ 73,601.00	
CONTRIBUTIONS TO/FROM						
01/ 4-000-47-200	\$ 371,300.00	\$ 325,900.00	\$ 456,100.00	\$ 456,100.00	\$ 205,000.00	GF Administrative Overhead
01/ 4-000-47-300	\$ 172,200.00	\$ 166,900.00	\$ 173,500.00	\$ 173,500.00	\$ 231,000.00	GF Administrative Overhead
01/ 4-000-47-400	\$ 72,100.00	\$ 69,300.00	\$ 80,700.00	\$ 80,700.00	\$ 107,000.00	GF Administrative Overhead
01/ 4-000-47-500	\$ (220,000.00)	\$ -	\$ -	\$ -	\$ 35,000.00	Moved to Street Fund
01/ 4-000-47-600	\$ -	\$ -	\$ -	\$ -	\$ -	
01/ 4-000-43-100	\$ -	\$ -	\$ -	\$ -	\$ -	
01/ 4-000-47-700	\$ 475,125.00	\$ 491,400.00	\$ 516,500.00	\$ 516,500.00	\$ 307,000.00	GF Administrative Overhead
01/ 4-000-47-800	\$ 72,125.00	\$ 70,600.00	\$ -	\$ -	\$ -	GF Administrative Overhead
Sub-Total	\$ 942,850.00	\$ 1,124,100.00	\$ 1,226,800.00	\$ 1,226,800.00	\$ 885,000.00	
FUND TOTAL	\$ 11,393,291.32	\$ 11,724,057.96	\$ 12,263,455.00	\$ 12,857,545.00	\$ 14,359,238.00	
remove other organizations	\$ 469,502.55	\$ 525,147.92				
total	\$ 11,862,793.87	\$ 12,249,205.88				
report	\$ 11,862,793.87	\$ 12,249,205.88				

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
SANITARY SEWER FUND
City of Rolla
Fiscal Year 2021 - 2022

	<u>Audit 2019</u>	<u>Audit 2020</u>	<u>Estimated 2021</u>	<u>Proposed 2022</u>
REVENUES				
Charges for Services	3,649,995	3,806,164	4,133,513	4,497,270
Grants	0	1,547	6,513	0
Other Income	137,068	95,951	51,586	19,500
Bond Proceeds	0	0	19,324,414	5,275,586
Total Revenues	3,787,063	3,903,662	23,516,026	9,792,356
EXPENDITURES				
Personnel	979,834	1,198,005	1,099,980	1,207,080
Supplies & Bldg. Mntc.	299,162	298,205	293,000	310,000
Services	1,852,717	1,274,274	1,636,860	1,006,625
Maintenance & Imp.	450,665	557,930	580,545	615,500
Capital Expenditures	2,240,618	3,834,852	16,836,309	5,468,144
Total Expenditures	5,822,996	7,163,266	20,446,694	8,607,349
EXCESS OF REVENUES OVER EXPENDITURES	(2,035,933)	(3,259,604)	3,069,332	1,185,007
FUND TRANSFERS				
To General Fund	(371,300)	(325,900)	(456,100)	(497,391)
TOTAL REVENUES OVER EXPENDITURES	(2,407,233)	(3,585,504)	2,613,232	687,616
BEGINNING CASH BALANCE (10/1)	8,260,682	5,853,449	2,267,945	4,881,177
ENDING CASH BALANCE (9/30)	5,853,449	2,267,945	4,881,177	5,568,793
FOOTNOTES:				
RESTRICTED CASH	1,499,603	501,168	500,000	500,000
PROJECTED UNRESTRICTED CASH	4,353,846	1,766,777	4,381,177	5,068,793

NOTE: Depreciation expense is not included in the FY21 & FY22 budget. This will be factored into the audit.

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
City of Rolla
ENVIRONMENTAL SERVICES FUND
Fiscal Year 2021 - 2022

	Audit 2019	Audit 2020	Estimated 2021	Proposed 2022
REVENUES				
Charges for Services	2,963,975	2,935,928	3,068,800	3,376,050
Recyclable Sales	216,291	169,795	250,000	270,000
Grant Revenue	13,114	16,805	15,000	16,000
Misc. Income (Veh. Mntc.)	256,462	280,986	260,000	270,000
Lease Purchase Rev	0	0	0	0
Other Income	80,971	184,506	50,500	51,500
Total Revenues	3,530,813	3,588,021	3,644,300	3,983,550
EXPENDITURES				
Recycling Division	548,784	664,743	493,249	582,720
Sanitation Division	2,731,091	2,731,439	2,618,290	2,822,900
Vehicle Maintenance Division	399,600	467,802	431,905	448,560
Total Expenditures	3,679,475	3,863,984	3,543,444	3,854,180
EXCESS OF REVENUES OVER EXPENDITURES	(148,662)	(275,963)	100,856	129,370
FUND TRANSFERS				
To General Fund	(172,200)	(166,900)	(173,500)	(231,000)
TOTAL REVENUES OVER EXPENDITURES	(320,862)	(442,863)	(72,644)	(101,630)
BEGINNING CASH BALANCE (10/1)	2,386,023	2,065,161	1,622,299	1,549,655
ENDING CASH BALANCE (9/30)	2,065,161	1,622,299	1,549,655	1,448,025
FOOTNOTES:				
RESTRICTED CASH	93,840	-	-	-
PROJECTED UNRESTRICTED CASH	1,971,322	1,622,299	1,549,655	1,448,025

NOTE: Depreciation expense is not included in the FY21 & FY22 budget. This will be factored into the audit.

EXPENDITURES BY CATEGORY

Personnel	1,616,544	1,898,916	1,680,795	1,900,900
Supplies & Bldg Mntc	32,092	28,379	33,185	29,980
Services	899,840	853,786	937,630	959,600
Maintenance & Imp	454,164	441,775	450,934	462,500
Capital Expenditures	676,835	641,128	440,900	501,200
Total Expenditures	3,679,475	3,863,984	3,543,444	3,854,180

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
AIRPORT FUND
City of Rolla
Fiscal Year 2021 - 2022

	<u>Audit</u> <u>2019</u>	<u>Audit</u> <u>2020</u>	<u>Estimated</u> <u>2021</u>	<u>Proposed</u> <u>2022</u>
REVENUES				
Charges for Services	304,149	187,043	340,000	370,000
Other Income	88,534	107,940	162,152	115,206
Grants	222,116	2,757,864	181,460	31,000
Lease Proceeds	0	135,115	9,359	0
Total Revenues	614,799	3,187,961	692,971	516,206
EXPENDITURES				
Personnel	158,243	167,900	167,318	160,675
Supplies & Bldg. Maintenance	20,799	19,249	18,700	19,050
Services	475,684	408,907	360,652	333,145
Maintenance & Improvements	52,007	37,624	35,715	37,200
Capital Expenditures	55,694	2,721,433	269,453	113,355
Total Expenditures	762,427	3,355,114	851,838	663,425
EXCESS OF REVENUES OVER EXPENDITURES	(147,628)	(167,153)	(158,867)	(147,219)
FUND TRANSFERS				
From Street Fund	0	150,000	175,000	180,000
From General Fund	220,000	0	0	(35,000)
TOTAL REVENUES OVER EXPENDITURES	72,372	(17,153)	16,133	(2,219)
BEGINNING FUND BALANCE (10/1)	(55,219)	17,153	0	16,133
ENDING FUND BALANCE (9/30)	17,153	0	16,133	13,914

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
CEMETERY TRUST FUND
City of Rolla
Fiscal Year 2021 - 2022

	Audit 2019	Audit 2020	Estimated 2021	Proposed 2022
REVENUES				
Eternal Care	10,260	7,400	23,960	12,000
Other Income	3,312	1,701	11,164	1,200
Total Revenues	13,572	9,101	35,124	13,200
EXPENDITURES				
Miscellaneous	0	0	0	0
Capital Improvements	0	0	70,000	20,000
Total Expenditures	0	0	70,000	20,000
EXCESS OF REVENUES OVER EXPENDITURES	13,572	9,101	(34,876)	(6,800)
FUND TRANSFERS				
From General Fund	0	0	0	0
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	13,572	9,101	(34,876)	(6,800)
BEGINNING FUND BALANCE (10/1)	350,650	364,222	373,323	338,447
ENDING FUND BALANCE (9/30)	364,222	373,323	338,447	331,647

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
STREET/CAPITAL IMPROVEMENT FUND
City of Rolla
Fiscal Year 2021 - 2022

	<u>Audit 2019</u>	<u>Audit 2020</u>	<u>Estimated 2021</u>	<u>Proposed 2022</u>
REVENUES				
Taxes	4,935,868	5,041,294	5,343,000	5,445,000
Grants	271,852	24,277	8,238	35,000
Other Income	272,839	281,045	129,389	4,361,940
Bond Proceeds	0	0	0	3,500,000
TDD Reimbursements	1,028,282	7,096,167	6,626,591	1,560,660
Total Revenues	6,508,841	12,442,783	12,107,218	14,902,600
EXPENDITURES				
Personnel	1,292,399	1,408,693	1,308,600	2,264,100
Supplies & Bldg Maintenance	22,555	21,983	23,198	32,950
Services	243,259	185,717	371,247	420,175
Maintenance & Improvements	1,003,471	602,256	1,034,200	649,500
Capital Expenditures	2,161,902	2,281,464	2,919,826	3,975,600
TDD Expenditures	1,453,612	7,134,151	6,626,591	4,869,228
Total Expenditures	6,177,198	11,634,263	12,283,662	12,211,553
EXCESS OF REVENUES OVER EXPENDITURES	331,643	808,520	(176,444)	2,691,047
FUND TRANSFERS				
From/To Sewer/Airport Fund	0	(150,000)	(175,000)	112,391
To General Fund	(475,125)	(491,400)	(516,500)	(307,000)
TOTAL REVENUES OVER EXPENDITURES	(143,482)	167,120	(867,944)	2,496,438
BEGINNING FUND BALANCE (10/1)	1,092,035	948,553	1,115,673	247,729
ENDING FUND BALANCE (9/30)	948,553	1,115,673	247,729	2,744,167
FOOTNOTES:				
RESTRICTED CASH	10,500	1,500,629	1,500,000	1,500,000
PROJECTED UNRESTRICTED CASH	938,053	(384,956)	(1,252,271)	1,244,167

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8/19/2021

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
RECREATION (CENTRE) FUND
 City of Rolla
 Fiscal Year 2021 - 2022

	Audit 2019	Audit 2020	Estimated 2021	Proposed 2022
REVENUES				
Taxes	474	733	873	0
Charges for Services	1,051,868	506,200	70,704	0
Other Income	26,470	34,383	85,015	815,000
Total Revenues	1,078,812	541,316	156,592	815,000
EXPENDITURES				
Guest Services Division	117,030	80,859	10,902	0
Indoor Recreation Division	123,727	84,165	2,170	0
Aquatics Division	244,095	284,788	35,561	0
Fitness Division	313,100	154,198	11,183	0
Administration Division	422,518	313,401	940,322	750,205
Custodial Division	292,985	294,111	50,268	0
Total Expenditures	1,513,454	1,211,522	1,050,406	750,205
EXCESS OF REVENUES OVER EXPENDITURES	(434,642)	(670,206)	(893,814)	64,795
FUND TRANSFERS				
To General Fund	0	0	0	0
From General Fund	(72,125)	(70,600)	0	0
TOTAL REVENUES OVER EXPENDITURES	(506,767)	(740,806)	(893,814)	64,795
BEGINNING FUND BALANCE (10/1)	2,080,770	1,574,002	833,197	(60,617)
ENDING FUND BALANCE (9/30)	1,574,002	833,197	(60,617)	4,178
FOOTNOTES:				
RESTRICTED CASH	1,550,000	828,408	-	-
PROJECTED UNRESTRICTED CASH	24,002	4,789	(60,617)	4,178
EXPENDITURES BY CATEGORY				
Personnel	920,089	671,690	94,642	#REF!
Supplies & Bldg Mntc	287,957	214,938	8,673	#REF!
Services	124,975	190,389	816,884	#REF!
Maintenance & Imp	54,018	49,678	5,192	#REF!
Capital Expenditures	126,415	84,826	125,015	#REF!
Total Expenditures	1,513,454	1,211,522	1,050,406	#REF!

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
PARKS FUND
City of Rolla
Fiscal Year 2021 - 2022

	Audit 2019	Audit 2020	Estimated 2021	Proposed 2022
REVENUES				
Taxes	1,374,132	1,372,133	1,455,065	1,482,142
Charges for Services	206,122	147,266	203,255	237,300
Other Income	24,665	32,200	40,359	148,500
Total Revenues	1,604,918	1,551,598	1,698,679	1,867,942
EXPENDITURES				
Administration Division	164,031	203,666	216,495	226,125
Maintenance Division	40,959	0	0	0
Parks Division	929,828	944,159	999,352	1,168,790
Splashzone Division	172,837	214,552	207,325	232,250
Outdoor Recreation Division	173,161	149,423	194,895	199,935
Total Expenditures	1,480,816	1,511,800	1,618,067	1,827,100
EXCESS OF REVENUES OVER EXPENDITURES	124,101	39,799	80,612	40,842
FUND TRANSFERS				
To General Fund	(72,100)	(69,300)	(80,700)	(107,000)
From General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	52,001	(29,501)	(88)	(66,158)
BEGINNING FUND BALANCE (10/1)	158,272	210,274	180,772	180,684
ENDING FUND BALANCE (9/30)	210,274	180,772	180,684	114,526
EXPENDITURES BY CATEGORY				
Personnel	746,301	867,365	933,965	1,078,400
Supplies & Bldg Mntc	96,915	93,481	106,920	106,525
Services	123,858	108,851	129,190	122,225
Maintenance & Imp.	139,352	134,006	135,844	169,650
Capital Expenditures	374,391	305,270	312,148	350,300
Total Expenditures	1,480,816	1,508,974	1,618,067	1,827,100

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
PARK LAND RESERVE FUND
City of Rolla
Fiscal Year 2021 - 2022

	Audit 2019	Audit 2020	Estimated 2021	Proposed 2020
REVENUES				
Other Income	27,730	368	435	1,000
Total Revenues	<u>27,730</u>	<u>368</u>	<u>435</u>	<u>1,000</u>
EXPENDITURES				
Miscellaneous	0	0	0	0
Capital Improvements	0	0	50,000	39,500
Total Expenditures	<u>0</u>	<u>0</u>	<u>50,000</u>	<u>39,500</u>
EXCESS OF REVENUES OVER EXPENDITURES	27,730	368	(49,565)	(38,500)
FUND TRANSFERS				
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	27,730	368	(49,565)	(38,500)
BEGINNING FUND BALANCE (10/1)	<u>94,586</u>	<u>122,316</u>	<u>122,684</u>	<u>73,119</u>
ENDING FUND BALANCE (9/30)	122,316	122,684	73,119	34,619

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PARKS FUND

Outdoor Recreation Expenditures (Detail)

ACCOUNT TITLE	2018-19	2019-20	2020-21	2020-21	2021-22
	ACTUAL	ACTUAL	ADOPTED	ESTIMATED	PROPOSED
Personnel					
11/ 5-090-101.00 Salary & Wages- Full time	66,098	27,262	42,000	40,600	42,450
11/ 5-090-102.00 Salary & Wages- Part time	17,568	48,614	50,000	80,000	84,000
11/ 5-090-103.00 Salary & Wages -Overtime	690	3,359	3,000	3,500	3,800
11/ 5-090-108.00 Empl. Bene.- FICA	5,872	5,757	7,100	9,000	10,000
11/ 5-090-109.00 Empl. Bene.- LAGERS	5,390	2,922	4,700	4,550	4,500
11/ 5-090-112.00 Empl. Bene.- Life/Disability	268	104	200	200	210
11/ 5-090-113.00 Empl. Bene.- Health Insurance	27,750	20,989	18,500	21,000	22,000
11/ 5-090-114.00 Empl. Bene.- Unemployment	0	388	0	0	0
11/ 5-090-115.00 Empl. Bene.- Cellphone Stipend	86	0	480	300	300
Total Personnel	123,721	109,395	125,980	159,150	167,260
Supplies & Bldg. Maintenance					
11/ 5-090-218.00 Concession Supplies	14,360	6,334	14,500	9,500	10,000
11/ 5-090-220.00 Supplies & Materials	683	1,821	1,100	4,600	4,800
11/ 5-090-221.00 Postage	100	105	100	95	100
11/ 5-090-222.00 Telephone	1,307	651	800	650	650
11/ 5-090-230.00 Program Expense	6,822	11,786	9,000	8,000	7,000
Total Supplies & Bldg. Mntc.	23,272	20,696	25,500	22,845	22,550
Services					
11/ 5-090-325.00 Advertising	32	120	200	0	200
11/ 5-090-326.00 Insurance	5,048	2,648	2,900	4,700	4,950
11/ 5-090-327.00 Subscriptions & Dues	943	0	900	700	700
11/ 5-090-331.00 Professional/Contractual	16,113	7,750	15,000	350	500
11/ 5-090-332.00 Travel/Meetings	0	17	500	0	500
11/ 5-090-333.00 Training	425	632	600	0	600
11/ 5-090-339.00 Uniforms	0	375	375	0	375
11/ 5-090-340.00 Miscellaneous Expenses	0	0	0	0	0
Total Services	22,562	11,542	20,475	5,750	7,825
Maintenance & Improvements					
11/ 5-090-441.00 Small Tools/Batting Cages	227	53	100	0	100
11/ 5-090-442.00 Equipment Repairs & Mntc.	1,365	172	200	50	200
Total Maint & Improvements	1,592	225	300	50	300
Capital Expenditures					
11/ 5-090-560.00 Equipment	918	1,739	2,000	6,100	1,000
11/ 5-090-563.00 Buildings & Grounds	1,096	5,825	2,000	1,000	1,000
Total Capital Expenditures	2,014	7,564	4,000	7,100	2,000
TOTAL OUTDOOR REC EXPENDITURES	173,161	149,423	176,255	194,895	199,935

A.A.2)

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Housing Officer Contract Renewal

BUDGET APPROPRIATION: ½ Officer's Salary & Benefits

DATE: September 20, 2021

Commentary:

The Rolla Police Department (RPD) has been working with the Rolla Housing Authority (RHA) to improve the quality of life for the residents of Section 8/HUD housing, by working to eradicate the criminal element that live in or frequent this type of housing. We have come to conclude that in order to be able to have the impact that is needed to improve these neighborhoods, we need to have a full-time housing officer to conduct investigations, assist in background checks, and work on quality of life issues. While this is important support for the mission of the RHA, the contract also provides substantial benefit to the larger Community by providing early and direct interdiction in potential problems in low income areas. The RPD and the RHA have been working together now for many years and have proven that this program is working. We are asking that this relationship continue.

In exchange for the assignment of an officer to work these housing areas, the RHA will continue to pay half of the officer's salary and benefits. The RPD would be responsible for the same amount. It is our belief that with this relationship we can continue to make great strides in reducing criminal and drug activity in these types of housing areas.

This is a three-year contract, with the option to renew each additional year. The contract has been updated to account for salary and benefits increases.

Recommendation:

Motion to consider final reading of ordinance.

ITEM NO. III . B . 1

ORDINANCE NO. 4634

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA HOUSING AUTHORITY.

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

Section 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, the Joint City/Housing Service Contract between the City of Rolla, Missouri, and the Rolla Housing Authority. A copy of said contract being attached hereto and marked Exhibit A.

Section 2: That this ordinance shall be in full force and in 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 20TH DAY OF SEPTEMBER 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor

III B. 2

JOINT CITY/HOUSING SERVICE CONTRACT

Whereas, the City of Rolla, Missouri and the Housing Authority of the City of Rolla (RHA) mutually desire to enter into an Agreement whereby the Rolla Police Department (RPD) will provide and manage a Housing Officer (HO) Program in the Rolla Housing Authority; and

Whereas, the parties further desire to set forth the specific terms and conditions of the services to be performed and provided;

Now, Therefore, the parties hereto agree as follows:

I. Term of Agreement

The term of this agreement is one year commencing on September 1, 2021 and ending on August 31, 2022. The Agreement shall be renewed and extended annually for additional and successive one-year terms until full term of August 31, 2024, unless notice of non-renewal is given by either party, in writing, within sixty (60) days prior to the succeeding term. If the Agreement requires a modification at the time of renewal, such modification shall be outlined in a written Amendment and signed by the authorized officials. Upon full term of August 31, 2024, a new Agreement shall be entered into, if so desired.

II. Employment and Assignment of Housing Officer

- A. The City of Rolla agrees to employ one Housing Officer (HO) during the term of this agreement. The HO shall be an employee of the City of Rolla and shall be subject to the administration, supervision and control of the City of Rolla and the Rolla Police Department, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.
- B. The City of Rolla agrees to provide and to pay a HO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City of Rolla, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The HO shall be subject to all other personnel policies and practices of the City of Rolla and the Rolla Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- C. The Rolla Police Department, in its sole discretion, shall have the power and authority to hire, discharge and discipline the HO.

- D. One HO shall be primarily assigned to the Rolla Housing Authority by the Rolla Police Department and at the discretion of the Executive Director of RHA.
- E. In the event the HO is absent from work, the HO shall notify both his/her supervisor in the Rolla Police Department and the Executive Director or the housing authority office of the building to which the HO is assigned.
- F. RPD will provide to the RHA the telephone number to call to obtain HO related absence, when the requested service cannot wait for the HO's return to duty. When the HO is expected to be absent for three or more consecutive days, RPD will assign another officer to serve as the temporary HO, providing as many of the duties listed in Paragraph A within Section VIII.

III. Supplies and Equipment

- A. The RPD agrees to provide a HO with the following:
 - 1. standard uniform and uniform accessories;
 - 2. a standard patrol vehicle for which the RPD agrees to:
 - a. provide all necessary maintenance;
 - b. pay for gasoline, oil, replacement tires and other expenses associated with its operation; and
 - c. purchase and maintain comprehensive general auto liability insurance in an amount not less than the coverage recommended by the Risk Manager for the City; and
 - 3. a standard issue pistol and rounds of ammunition.
- B. The RHA agrees to provide a HO with the usual and customary office supplies and forms required in the performance of duties.

IV. Financial Consideration

- A. The RHA agrees to compensate the City of Rolla one-half (1/2) of the total cost of an officer's salary. In return, the City of Rolla Police Department will ensure that the officer devote, on average, 20 hours a week performing the duties of a HO. Total cost is calculated by adding the current officer's guaranteed base salary plus benefits. The annual cost may be adjusted as necessary to account for increases in

III.B.4

the HO's salary and benefits, but will increase no more than six percent (6.0%) during any year of this agreement, when such an increase occurs, RPD will notify the RHA who will be given 60 days within which to terminate the contract.

- B. Said compensation shall be paid by the RHA to the City of Rolla in twelve equal, monthly installments. RPD will send invoices each month to RHA for payment, which will be due and payable 15 days after the invoice is sent to the RHA.

V. Insurance and Indemnification

- A. The City of Rolla agrees to hold the RHA, its agent and employees free, harmless, and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the following:
1. the performance of the duties of the HO or the HO program; or
 2. allegations of unfair or unlawful employment practices brought by the HO.
- B. Neither the City of Rolla nor the Rolla Housing Authority waives any protections or defenses of sovereign immunity or statutory caps of damages authorized by law.

VI. Goals and Objectives

- A. It is understood and agreed that the RHA and RPD officials share the following goals and objectives with regard to the HO in the housing buildings:
1. To reduce overall crime in the housing buildings;
 2. To have the HO to serve all legal notices or help serve the notices as a liaison between the housing authority and other law enforcement agencies;
 3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at the building and grounds, such as: disorderly conduct by trespassers, the possession and use of weapons on building grounds, the illegal sale and/or distribution of controlled substances, and riots;
 4. To report serious crimes that occur on housing property and to cooperate with the law enforcement officials in their investigations of crimes that occur at housing property;
 5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off housing properties.

VII. Duty Hours

- A. The HO shall be on duty at the RHA an average of twenty (20) hours per week. The specific HO duty hours at a particular building shall be set by mutual agreement between the RHA, at the discretion of the executive director of housing authority to which the officer is assigned, and the RPD, by the officer in charge of the HO Program.
- B. It is understood and agreed that time spent by a HO attending court and/or criminal cases arising from and/or out of his/her employment as an HO shall be considered as hours worked under this Agreement.

VIII. Duties of a Housing Officer (HO)

- A. The duties of the HO shall include the following:
 - 1. To protect lives and property for the citizens and tenants of the Housing Authority of the City of Rolla;
 - 2. To enforce Federal, State and Local criminal laws and ordinances, and to assist RHA officials with the enforcement of Board of Commissioners Policies and Administrative Regulations regarding tenants conduct;
 - 3. To investigate criminal activity committed on or adjacent to housing property;
 - 4. To counsel tenants in special situations, such as tenants suspected of engaging in criminal misconduct, when requested by the RHA;
 - 5. To answer questions and conduct classroom presentations for tenants in the law-related education field;
 - 6. To assist other law enforcement officers with outside investigations concerning tenants attending the building(s) to which the HO is assigned;
 - 7. The HO shall follow the chain of command as set forth in the RPD Policies and Procedure Manual.
 - 8. The HO shall coordinate and communicate with the administration of the housing to which he/she is assigned.

IX. Transporting Tenants

The HO shall not transport any tenant in a police vehicle except when the tenant is a victim of a crime, under arrest, or some other emergency circumstances exist.

III . B 6

X. Investigation of Crimes Committed on Housing Grounds or at a Housing Function

A. Interview and Interrogation Procedures

1. In the event a serious crime is committed at a housing building or at a housing activity, the administration, with the assistance of the HO, should question any witnesses to determine that a crime was committed and who committed the crime.
2. The HO shall have the general authority to question or interrogate any tenant at the housing building who may have information about criminal misconduct or the violation of the conduct policies of the RHA.
3. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a housing official; but when immediate action is necessary, or in an emergency situation, the HO may interrogate a tenant without the presence of a housing official.

B. Reporting of Serious Crimes

If an investigation uncovers evidence of a serious crime as defined in Missouri Criminal Statutes and the RHA administrative regulations, the RHA official shall notify the HO, the tenants and the appropriate housing personnel.

XI. Bomb Threats

Housing officials, the HO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see RHA Emergency Procedures Manual and the RPD Policy regarding Bomb Threats). In the absence of physical evidence, it is the administrator's decision to evacuate the property.

XII. Controlled Substances

- A. Housing officials shall notify the HO in all cases involving ALL possessions, sales or distribution of controlled substances at housing building or housing activities.
- B. Any controlled substances or suspected controlled substances confiscated by housing officials shall be turned over to the HO for proper identification and eventual destruction.
- C. The HO will work with the narcotics division to reduce drugs within the housing units,

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XIII. Riots and Civil Disorders

- A. In the event a riot or civil disorder occurs in housing, the Executive Director and the HO shall discuss and agree upon a response to the situation.
- B. If, in the opinion of the Executive Director and/or HO, additional law enforcement personnel are needed to restore and/or maintain order, the HO will contact the appropriate law enforcement agency and request that assistance. The Executive Director or his designee also shall notify additional RHA personnel as needed.

XIV. Access to Tenant Records

- A. Housing officials shall allow the HO to inspect and copy any public records maintained by the RHA. However, law enforcement officials may not inspect and/or copy confidential tenant records except in emergency situations.
- B. If some information in a tenant's cumulative record is needed in an emergency to protect the health or safety of the tenant or other individuals, housing officials may disclose to the HO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the HO's official police report.
- C. If confidential tenant record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

XV. Evaluation

It is mutually agreed that the RHA shall evaluate annually the HO Program and the performance of the HO on forms developed by the RPD. It is further understood that the RHA's evaluation of each officer is advisory only and that the RPD retains the final authority to evaluate the performance of the HO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year indicated below:

Executed this _____ day of _____, 2021, on behalf of the Housing Authority of Rolla, Missouri.

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Approved:

Michael Singleton
Chair, Board of Commissioners

Attest:

John F. Morrissey
Executive Director

Approved as to Form:

Emily Woodward Guffey
Attorney to the Housing Authority

Executed this ____ day of _____, 2021, on behalf of the City of Rolla, Missouri.

Approved:

Louis J. Magdits, IV
Mayor, City of Rolla

Attest:

Lorri Thurman
City Clerk

Approved as to Form:

Lance Thurman
City Counselor

III.B.9

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: 1 Hour Parking on Cedar Street

BUDGET APPROPRIATION:

DATE: 9/20/21

COMMENTARY:

City staff received a request from the business owner at 606 North Cedar Street to remove the 1 Hour Parking in front of the business.

Staff recommends final reading.

ITEM NO. III. C.1

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-101 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, PERTAINING TO PARKING.

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

Section 1: That Section 27-101 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla is hereby amended by deleting the following:

Sec. 27-101. One-hour parking - From 8:00 A.M. to 5:00 P.M.

Between the hours of 8:00 a.m. and 5:00 p.m., except on Sundays and legal holidays, no motor vehicle shall be parked for a period of time longer than one hour along the following streets:

.05- Cedar Street, on the east side, from a point forty feet south of the intersection of Cedar Street and Seventh Street to a point ninety feet south of the intersection of Cedar Street and Seventh Street.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF SEPTEMBER 2021.

APPROVED:

MAYOR

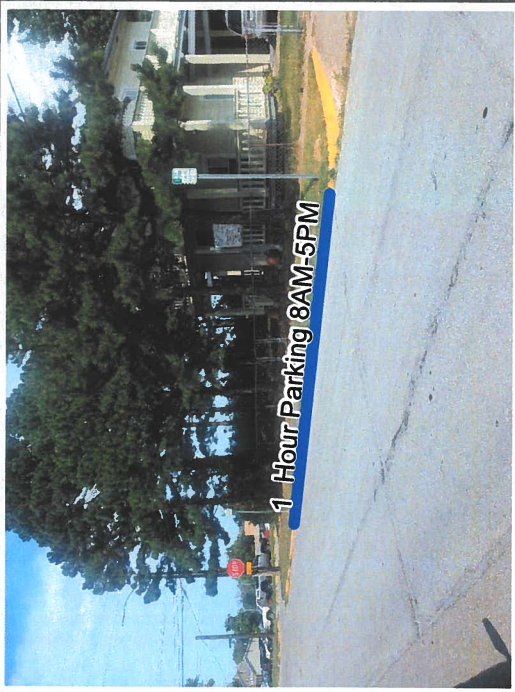
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

W.C.2



Actual Location-View From West



1 Hour Parking 8AM-5PM

#. C3

Sec. 27-101. One-hour parking - From 8:00 A.M. to 5:00 P.M.

Delete: 27-101.05 Cedar Street, on the east side, from a point forty feet south of the intersection of Cedar Street and Seventh Street to a point ninety feet south of the intersection of Cedar Street and Seventh Street.

8/31/2021

ROJA

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz City Administrator

ACTION REQUESTED: Ordinance

First Reading

ITEM/SUBJECT: Consider Amendment to Sec 4-3 of City Code – Sunday Liquor Sales

BUDGET APPROPRIATION: NA

DATE: September 20, 2021

COMMENTARY:

Governor Parson has signed into law SB 126 (effective August 28, 2021) that amended several provisions of Missouri’s Liquor Laws. Most changes don’t affect Rolla with one exception – Sunday Liquor Sales. City ordinance (and previously state law) prohibited Sunday sales between 1:30 a.m. Sunday and 9a.m. Sunday and 2 a.m. Monday to 6am Monday. SB126 now allows Sunday sales from 6 a.m. Sunday to 1:30 a.m. on Monday. The city has been contacted by local liquor facilities for clarification if the State laws on City ordinances prevail. Legal can discuss particulars but for consistency in laws the City typically adopts state revisions.

Recommendation: Discussion and First Reading.

IV.A.1

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 4-3 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO ALCOHOLIC BEVERAGES AND ENACTING NEW SECTION 4-3 IN LIEU THEREOF.

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

Section 1: That Section 4-3 of the Code of the City of Rolla, Missouri, are hereby amended to read as follows:

Sec. 4-3. Hours of operation.

Sales of malt liquors or intoxicating liquor. It shall be unlawful for any person to sell, give away or otherwise dispose of, or suffer the same to be done in, upon or about his/her premises, any malt liquor, whether intoxicating or non-intoxicating or any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. Sunday and 6:00 A.M. Sunday, and 1:30 A.M. Monday to 6:00 A.M. Monday. (Ord. 2333, §1; Ord. 2576, §1; Ord. 2933, §2; Ord. 3015, §1; Ord. 3587, §1)

Sales of non-intoxicating beer during certain hours. No person having a license under this chapter shall sell, give away or otherwise dispose of or suffer the same to be done, upon or about his/her premises, any nonintoxicating beer in any quantity between the hours of 1:30 A.M. and 6:00 A.M. (Ord. 452, §10; Ord. 1345, §2.)

Sunday sales. It shall be unlawful for any person engaged in the selling of non-intoxicating beer and intoxicating liquor by the drink at retail for consumption on the premises of any restaurant bar to sell between the hours of 1:30 A.M. and 6:00 A.M. Sunday pursuant to Section 4-3 of this Code. (Ord. 1975, §1; Ord. 2825, §4; Ord. 3015, §2; Ord. 3587, §1)

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH OF SEPTEMBER 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY COUNSELOR

10.A.2

FKG OIL COMPANY



September 3, 2021

VIA ELECTRONIC AND US MAIL

City Administrator
901 North Elm Street
Rolla, MO 65401
Attn: John Butz

Re: MO SB 216 - Sunday Liquor Sales

Dear Mr. Butz:

On behalf of FKG Oil Company d/b/a Rolla MotoMart, I am writing to request a that the City of Rolla revise its liquor ordinance to align the Sunday liquor sale hours with the new MO SB216 which modified §311.200 RSMo to permit retail alcohol sales on Sundays between the hours of 6:00 a.m. - 1:30 a.m. on Mondays.

Please let me know if attendance at a council meeting is required to formally submit this request, or if you would like to hop on a call to discuss. Thank you.

Yours very truly,

A handwritten signature in blue ink, appearing to read "Sarah Holdener".

Sarah Holdener, Esq.
General Counsel
FKG Oil Company d/b/a Moto and MotoMart Convenience Stores

IV. A. 3

721 West Main Street
P.O. Box 122
Belleville, IL 62222 - 0122
(618) 233-6754

(618) 960-6610 (mobile)

SB 126

Modifies provisions relating to the sale of intoxicating liquor

Sponsor:Brown (<https://www.senate.mo.gov/21web/mem16>)**LR Number:**

0746S.05T

Committee:General Laws (<https://www.senate.mo.gov/GENL>)**Last Action:**

7/7/2021 - Signed by Governor

Journal Page:**Title:**

SS SCS SB 126

Calendar Position:**Effective Date:**

August 28, 2021

House Handler:Knight (<http://www.house.mo.gov/memberdetails.aspx?year=2021&district=129>)**Current Bill Summary**

SS/SCS/SB 126 - This act modifies provisions relating to the sale of intoxicating liquors.

ADVERTISING MATERIALS (Section 311.070.3(7) and 311.070.4(2))

Currently, the amount of permanent point-of-sale advertising materials that may be sold or given to a retailer by a distiller, wholesaler, winemaker, or brewer shall not exceed \$500 per year, per brand, per retail outlet.

This act provides that the replacement of similar permanent point-of-sale advertising materials that are damaged and non-functioning shall not apply toward the maximum of \$500. Additionally, this act modifies the definitions of "equipment and supplies", "temporary point-of-sale advertising materials", "permanent point-of-sale advertising materials", and "product display."

These provisions are identical to provisions in SS/SCS/SB 283 (2021) and to SCS/SB 299 (2021).

NON-REFRIGERATION DISPENSING ACCESSORIES (Section 311.070.3(3), 311.070.4(5), 311.070.4(6), and 311.070.7)

This act adds the definition of "nonrefrigeration dispensing accessories" which includes beer and gas hoses, faucets, taps, and other accessories necessary to preserve and serve intoxicating liquor that are not self-refrigerating.

Under this act, a wholesaler or brewer may install non-refrigeration dispensing accessories at the retail business establishment for the purposes of beer equipment to properly preserve and serve draught beer or premixed distilled spirit beverages. A wholesaler or brewer may also lend, give, rent, sell, install, or repair nonrefrigeration dispensing accessories in order to facilitate the delivery to the retailers. A complete record of non-refrigeration dispensing accessories given, rented, sold, installed, and loaned, and repairs and services made to a retailer shall be retained for a period of not less than one year by the wholesaler, brewer, distiller, or winemaker.

Under this act, a distiller, wholesaler, winemaker, or brewer may furnish, give, or sell cleaning and sanitation services to a retailer to preserve product integrity of distilled spirits, wine, or malt beverages.

These provisions are identical to provisions in SS/SCS/SB 283 (2021) and to SCS/SB 299 (2021).

DELIVERY OF CERTAIN LIQUORS BY WHOLESALER (Section 311.070.4(16) to 311.070.4(18))

Under current law, a wholesaler may exchange for an equal quantity or allow a credit for certain intoxicating liquor that was delivered in a damaged condition. A wholesaler may also withdraw at the time of delivery certain intoxicating liquor if the wholesaler replaces or provides a credit for the retailer. This act adds malt liquor to these provisions. Additionally, this act provides that wholesalers shall distribute consumer advertising specialties, nonrefrigeration dispensing accessories, and other advertising materials to their retailers in a fair and reasonable manner.

These provisions are identical to provisions in SS/SCS/SB 283 (2021) and to SCS/SB 299 (2021) and substantially similar to SB 947 (2020) and similar to SB 340 (2019), HB 634 (2019), and HCS/HB 1924 (2018).

SUNDAY LIQUOR SALES BY THE DRINK (Sections 311.070, 311.086, 311.089, 311.293, and 311.218)

Under current law, establishments may apply for a Sunday by-the-drink license to sell intoxicating liquor by the drink at retail in resort areas and for tourism purposes in St. Louis and Kansas City as well as other cities and counties from the hours of 9 A.M. to 12:00 A.M. This act modifies the hours that establishments may apply for a Sunday by the drink license to 6 A.M. on Sundays and 1:30 A.M. on Mondays.

These provisions are substantially similar to provisions in SS/SCS/SB 283 (2021).

SUNDAY LIQUOR SALES FOR OFF PREMISE CONSUMPTION (Section 311.096)

Under current law, a person may obtain a license to sell intoxicating liquor by the drink at retail not for consumption on the premises but for consumption in a common eating and drinking area between the hours of 11:00 A.M. and 12:00 A.M. on Sundays.

This act modifies the hours to 6:00 A.M. on Sundays and 1:30 A.M. on Mondays. This act also allows such persons to apply for a special permit to remain open between the hours of 1:30 A.M. to 3:00 A.M. on Sundays.

These provisions are identical to provisions in SS/SCS/SB 283 (2021).

SUNDAY BY-THE-DRINK LICENSES IN CONVENTION TRADE AREAS (Sections 311.174, 311.176, and 311.178)

This act modifies the time of opening for those licensed to sell intoxicating liquor for consumption on the premises in convention trade areas in Kansas City, North Kansas City, Jackson County, St. Louis County, and St. Louis on Sundays to 6:00 A.M.

These provisions are identical to provisions in SS/SCS/SB 283 (2021).

SALE OF WINE AND BRANDY (Section 311.190)

This act modifies the hours a person may sell wine and brandy at retail to 6:00 A.M. on Sundays to 1:30 A.M. on Mondays.

SALE OF MALT LIQUOR (Section 311.200)

This act modifies the hours a person may sell malt liquor at retail to 6:00 A.M. on Sundays to 1:30 A.M. on Mondays.

These provisions are substantially similar to provisions in SS/SCS/SB 283 (2021).

TO-GO ALCOHOL (Section 311.202)

This act provides that the holder of a valid license to sell intoxicating liquor at retail may sell retailer-packaged liquor to a consumer in a container, filled on such premises by any employee who is 21 years of age or older, for off-premises consumption if the:

- Container is rigid, durable, leakproof, sealable, and has no openings for straws and contains a certain amount of liquor as provided in the act;
- Consumer orders and purchases a meal prepared on the premises at the same time as the consumer purchases the liquor;
- Holder of the license provides the consumer with a dated receipt for the purchase of the intoxicating liquor;
- Number of alcoholic beverages sold under this section by a licensee for off-premises consumption is limited to twice the number of meal servings sold by the licensee; and
- Sealed container is placed in a one-time-use transparent bag that is sealed or the container has been sealed with tamperproof tape.

Additionally, containers shall have a label with the name and address of the business and another label that states, "THIS BEVERAGE CONTAINS ALCOHOL". This act does not apply to any wholesaler, distributor, or manufacturer of intoxicating liquors.

These provisions are identical to provisions in SS/SCS/SB 283 (2021) and substantially similar to HBs 547 & 752 (2021) and similar to provisions in HCS/SS/SB 600 (2020).

LIQUOR PERMITS TO NON-PROFIT ORGANIZATIONS (Section 311.482)

This act modifies the provisions that if a religious, civic, fraternal, or other non-profit organizations holds an event in which liquor is sold, the sale of liquor on the day of the event may begin at 6:00 A.M.

10. A.S

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz - City Administrator

ACTION REQUESTED: Information Only

ITEM/SUBJECT: Notice of Wayfair Legislation in 2021 – Use Tax

BUDGET APPROPRIATION (IF APPLICABLE): Unknown DATE: September 20, 2021

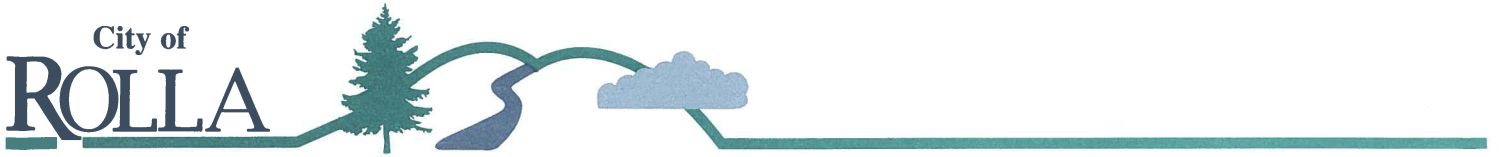
COMMENTARY:

Rolla voters approved the Use Tax in November 2019 to fully fund public safety services. At the time, the Use Tax in Missouri only applied to internet/catalog sales where the company has some physical presence (nexus) in Missouri. In the 2021 Legislative Session, Missouri enacted Wayfair Legislation that extends the Use Tax to all internet/catalog vendors in the U.S. – cooperation among all of the state Department of Revenues to share information.

As approved by the Missouri Legislature, all cities and counties with a voter-approved Use Tax need to post notice of the statutory change by November 2021. The attached “City Use Tax Notice” was submitted to the Phelps County Focus and placed on the City’s website for publication on September 30th and October 7th. No action needed.

Information only

IV. B. 1



September 14th 2021

CITY USE TAX NOTICE

For all entities who adopted a use tax prior to the passage of Wayfair Legislation in 2021.

NOTICE OF EXISTENCE OF USE TAX; USE TAX RATE; APPLICABILITY; AND RATE MODIFICATION REQUIREMENT

As required by CCS for HCS for SS for SCS for SB Nos. 153 & 97

The City of Rolla, Mo previously adopted and has in force a use tax. The use tax rate for the City is currently 2.25 percent which is equal to the total local sales tax rate. The use tax applies to and impacts certain purchases from out-of-state vendors. A use tax is equivalent of a sales tax on purchases made from out-of-state sellers by in-state buyers and on certain taxable business transactions.

The use tax rate is equal to the total local sales tax rate in effect in the City. If any local sales tax is repealed or the rate thereof is reduced or raised by voter approval, the local use tax rate shall also be deemed to be repealed, reduced, or raised by the same action repealing, reducing, or raising the local sales tax.

I, Lorri M. Thurman, City Clerk for the City of Rolla, Missouri, do hereby certify that the foregoing is, to the best of my knowledge and belief, correct. Dated this 14th day of September, 2021.

Notes and Instructions:

- **This notice must be placed in the newspaper with the greatest circulation in the municipality.**
- **Notice must also appear on the municipality's website if one exists.**
- **Notice must be posted no later than the first week of November 2021.**
- **Notice must be printed in newspaper at least one per week for two consecutive weeks.**

Excerpt from SBs 153 & 97 requiring municipalities with a local use tax enacted prior to August 28, 2021, to publish a Public Notice information the public of the changes to the use tax statute.

Section 1. 1. No later than the first week of November 2021 any county or municipality of this state that has enacted a use tax shall provide notice in the newspaper with the **greatest circulation** (emphasis added) in such county or municipality an on any county or municipality website, provided such website exists, that certain purchases from out-of-state vendors will become subject to an expansion of the use tax as provided by state law. The notice shall include the rates of the use tax in the county or municipality and shall include general information on repealing a local use tax under section 144.761.

2. Nothing under subsection 1 of this section shall be construed to require that duplicate notices be published or to prevent any counties or municipalities from coordinating and collaborating in their notice efforts in or to maximize cost savings to taxpayers.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Information Only

ITEM/SUBJECT: 5 Year TIF Report – Westside Market Place

BUDGET APPROPRIATION (IF APPLICABLE) N/A

DATE: September 20, 2021

COMMENTARY:

Phelps County held the prescribed public hearing on the Westside Market Place TIF, on Tuesday, September 14th as the governing body/sponsor for the Westside Market Place TIF project. While a public hearing isn't required by the City of Rolla (we do conduct same as the Kohl's TIF project) we wanted to share the progress report to City Council as well. Total TIF bonds of \$20,675,000 were issued in 2018 and \$5,480,000 has been redeemed (paid off) through May 2021. With full occupancy and good retail sales, the TIF bonds will be paid off by 2032 (14 years +1-). The Westside Market Place TIF is progressing well.

Information only.

ITEM NO. IV.C.1

NOTICE OF PUBLIC HEARING-5 YEAR TIF REPORT (2017 - 2021)
ROLLA WESTSIDE MARKETPLACE REDEVELOPMENT AREA - RP A 1

In accordance with RSMo Section 99.865.3 the County of Phelps, Missouri will conduct a public hearing regarding the redevelopment plans and progress of the Westside Marketplace Redevelopment Project - RP A 1 at 9:00 am on Tuesday, September 14, 2021 at the Phelps County Court House - Commission Chambers - (200 N. Main St., Rolla, MO). Redevelopment Project Area - RPA 1 and the redevelopment project for such area are described in "The Westside Marketplace TIF Redevelopment Plan" approved by Resolution on May 18, 2016.

The redevelopment project for Redevelopment Project Area 1 included the acquisition and redevelopment of the area for retail use. In 2020, the redevelopment project was completed and Redevelopment Project Area 1 is currently occupied by a Menard's, Academy Sports, Ross Dress, PetSmart, and TJ Maxx department stores.

There is bonded indebtedness associated with Redevelopment Project Area 1 of the Westside Marketplace TIF, issued through the Rolla Industrial Development Authority. Phelps County, City of Rolla, and UTW Rolla Development, LLC and UTW Rolla Project, Inc. entered into a Redevelopment Agreement dated as of February 1, 2017, whereby tax increment financing revenues are used to reimburse UTW for certain eligible expenditures associated with the redevelopment of Redevelopment Project Area 1.

Any questions regarding this Notice should be directed to Steffanie Rogers, Finance Director, at (573) 426-6980.

	Payments in Lieu of Taxes	Economic Activity Taxes
Year	Received	Received
2017	0	0
2018	0	0
2019	\$11,398	\$1,018,714
2020	\$298,333	\$976,414
2021	\$227,301	\$715,075

All Payments in Lieu of Taxes and Economic Activity Taxes received have been or will be expended to pay debt service on the Bonds and related administrative fees.

The principal amount of Series 2017 Bonds redeemed since the date of issuance of the Bonds is \$5,480,000.00. The outstanding principal balance as of March 30, 2021 was \$15,195,000.

(Published in Phelps County Focus Aug. 19, 26; Sept. 2, 9, 2021)

TDD BOND REDEMPTION COMPARISON

	CASE I		CASE II		CASE III		ACTUAL	
	Special Mandatory Redemption	Cumulative Redemption	Special Mandatory Redemption	Cumulative Redemption	Special Mandatory Redemption	Cumulative Redemption	Actual Bond Payment	Actual Cumulative Redemption
12/1/2017	\$ 160,000.00	\$ 160,000.00	\$ 45,000.00	\$ 45,000.00	\$ 105,000.00	\$ 105,000.00	\$ 535,000.00	\$ 535,000.00
6/1/2018	\$ 490,000.00	\$ 650,000.00	\$ 260,000.00	\$ 305,000.00	\$ 380,000.00	\$ 485,000.00	\$ 575,000.00	\$ 1,110,000.00
12/1/2018	\$ 590,000.00	\$ 1,240,000.00	\$ 345,000.00	\$ 650,000.00	\$ 460,000.00	\$ 945,000.00	\$ 480,000.00	\$ 1,590,000.00
6/1/2019	\$ 540,000.00	\$ 1,780,000.00	\$ 280,000.00	\$ 930,000.00	\$ 405,000.00	\$ 1,350,000.00	\$ 545,000.00	\$ 2,135,000.00
12/1/2019	\$ 620,000.00	\$ 2,400,000.00	\$ 350,000.00	\$ 1,280,000.00	\$ 475,000.00	\$ 1,825,000.00	\$ 625,000.00	\$ 2,760,000.00
6/1/2020	\$ 575,000.00	\$ 2,975,000.00	\$ 295,000.00	\$ 1,575,000.00	\$ 420,000.00	\$ 2,245,000.00	\$ 570,000.00	\$ 3,330,000.00
12/1/2020	\$ 660,000.00	\$ 3,635,000.00	\$ 365,000.00	\$ 1,940,000.00	\$ 495,000.00	\$ 2,740,000.00	\$ 695,000.00	\$ 4,025,000.00
6/1/2021	\$ 610,000.00	\$ 4,245,000.00	\$ 310,000.00	\$ 2,250,000.00	\$ 435,000.00	\$ 3,175,000.00	\$ 620,000.00	\$ 4,645,000.00
12/1/2021	\$ 695,000.00	\$ 4,940,000.00	\$ 375,000.00	\$ 2,625,000.00	\$ 515,000.00	\$ 3,690,000.00	\$ 620,000.00	\$ 4,645,000.00
6/1/2022	\$ 650,000.00	\$ 5,590,000.00	\$ 320,000.00	\$ 2,945,000.00	\$ 455,000.00	\$ 4,145,000.00		

Case I: 100% of estimated 2016 revenues less K-Mart, plus 1% annual growth
 Case II: 83.33% of estimated 2016 revenues, less K-Mart, no annual growth
 Case III: 100% of average 2012-2016 estimated revenues less K-Mart, no annual growth

Original Principal: \$ 36,470,000.00
 Outstanding Principal: \$ 31,825,000.00

Final Maturity June 1, 2047 (3.750%-4.750% interest rates) **30 years**
 Case I projected payoff December 1, 2035, **18 years**
 Optional Redemption Date June 1, 2026

TIP BOND REDEMPTION COMPARISON

	CASE I		CASE II		CASE III		ACTUAL	
	Special Mandatory Redemption	Cumulative Redemption	Special Mandatory Redemption	Cumulative Redemption	Special Mandatory Redemption	Cumulative Redemption	Actual Bond Payment	Actual Cumulative Redemption
11/1/2018	\$ 490,000.00	\$ 490,000.00	\$ 245,000.00	\$ 245,000.00	\$ 310,000.00	\$ 310,000.00	\$ 3,135,000.00	\$ 3,135,000.00
5/1/2019	\$ 370,000.00	\$ 860,000.00	\$ 130,000.00	\$ 375,000.00	\$ 190,000.00	\$ 500,000.00	\$ 605,000.00	\$ 3,740,000.00
11/1/2019	\$ 540,000.00	\$ 1,400,000.00	\$ 240,000.00	\$ 615,000.00	\$ 320,000.00	\$ 820,000.00	\$ 265,000.00	\$ 4,005,000.00
5/1/2020	\$ 410,000.00	\$ 1,810,000.00	\$ 155,000.00	\$ 770,000.00	\$ 220,000.00	\$ 1,040,000.00	\$ 590,000.00	\$ 4,595,000.00
11/1/2020	\$ 590,000.00	\$ 2,400,000.00	\$ 275,000.00	\$ 1,045,000.00	\$ 355,000.00	\$ 1,395,000.00	\$ 230,000.00	\$ 4,825,000.00
5/1/2021	\$ 440,000.00	\$ 2,840,000.00	\$ 165,000.00	\$ 1,210,000.00	\$ 230,000.00	\$ 1,625,000.00	\$ 655,000.00	\$ 5,480,000.00
11/1/2021	\$ 650,000.00	\$ 3,470,000.00	\$ 300,000.00	\$ 1,510,000.00	\$ 375,000.00	\$ 2,000,000.00		
5/1/2022	\$ 470,000.00	\$ 3,940,000.00	\$ 180,000.00	\$ 1,690,000.00	\$ 240,000.00	\$ 2,240,000.00		

Case I: 100% of Revenue Study Projections
 Case II: 73% of Revenue Study Projections
 Case III: 80% of Revenue Study Projections; no growth after 2020
 11/1/18 Redemption was based on Developer rate of return limitation in Redevelopment Agreement

Original Principal: \$ 20,675,000.00
 Outstanding Principal: \$ 15,195,000.00

Final Maturity May 1, 2044 (4.250%-5.375% interest rates) **15 years**
 Case I projected payoff November 1, 2032, **14 years**
 Optional Redemption Date May 1, 2025



July 8, 2021

The Industrial Development Authority
of the City of Rolla, Missouri
c/o City of Rolla, Missouri
Attn: John Butz, City Administrator
901 North Elm Street
Rolla, MO 65401

Re: \$20,675,000 Tax Increment and Special District Revenue Bonds (Westside Marketplace
Redevelopment Project – RPA 1) Series 2017A

Dear Mr. Butz:

Pursuant to Section 811(b) of the Indenture for the above referenced bonds, the Trustee is required to provide the Authority a statement on or before each June 30 (for the period October 1 through March 31) and December 31 (for the period April 1 through September 30), commencing December 31, 2017, that contains the revenue and Bond information necessary to complete items 1 through 4 on the form of Semi-Annual Report (Exhibit B to the Continuing Disclosure Agreement). The following information is applicable for the **Semi-Annual Reporting Period – October 1, 2020 to March 31, 2021.**

1. The following is the amount of Payments in Lieu of Taxes deposited into the Revenue Fund during the most recently ended Semi-Annual Reporting Period:

Payments in Lieu of Taxes \$227,301.03

2. The following is the aggregate amount of Economic Activity Tax Revenues, Additional City Revenues and On-Site District Revenues deposited into the Revenue Fund during the most recently ended Semi-Annual Reporting Period:

Economic Activity Tax Revenues \$ 715,074.62

Additional City Revenues:

Capital Improvement Sales Tax Revenues	<u>\$ 50,029.11</u>
Transportation Sales Tax Revenues (net of City General Fund Contribution)	<u>\$ 26,029.10</u>
City General Fund Contribution	<u>\$ 24,000.00</u>
Total Additional City Revenues	<u>\$ 100,058.21</u>


On-Site District Revenues \$ 141,950.10

IV.C.4.

3. The principal amount of Series 2017 Bonds redeemed during the most recently ended Semi-Annual Reporting Period is \$230,000, including \$.00 redeemed pursuant to Section 302 (c) of the Indenture from funds transferred from the Project Account.
4. The principal amount of Series 2017 Bonds redeemed since the date of issuance of the Bonds is \$4,825,000.00. The outstanding principal balance as of March 30, 2021 was \$15,850,000.

This information is required to be included in the Authority's Semi-Annual Report to be provided to the Municipal Securities Rulemaking Board (the "MSRB") on or before the date that is not later than 6 months following the end of each 6-month period ended March 31 and September 30, commencing with 6 months following September 30, 2017. The Semi-Annual Report Date for this reporting period will be **September 30, 2021**.

Regards,


Rebecca A. Dengler
Vice President

cc: Randy Verkamp, Phelps County, Missouri Presiding Commissioner
Mark Spykerman, Gilmore & Bell, P.C.

I.V.C.S.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz
City Administrator

ACTION REQUESTED: First Reading

ITEM/SUBJECT: Consideration of Public Commemoration – Highway Signage for Olympian
Chantae McMillan

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: September 20, 2021

COMMENTARY:

Rolla/Phelps County has seen their fair share of distinguished citizens from athletes to educators to philanthropist to entrepreneurs. Several years ago the City established a submittal and review process to recognize such achievements. Naming of streets, parks and public buildings for honored citizens though infrequent are prominent over the City's 150+ year history. Athletically, few have reached the level of distinction as Chantae McMillan – a heptathlete Olympian in the 2012 Summer Olympics and more recently as a competitor on NBC's "The Titan Games".

An application for street naming signage at four city limit locations through MoDOT has been submitted by Joyce Knapp and endorsed by the prescribed 100+ co-signors. The support group will take responsibility for the fund-raising (approximately \$3,600) for the installation of MoDOT signage. Phelps County was first represented by John Brown of Dixon, Missouri in the 1972 Olympics. There is interest in including John on similar signage but that requires written concurrence from the City of Dixon which we have not yet received.

Recommendation: 1st Reading of the Ordinance authorizing the MoDOT Form TR15 for a "City Accomplishment Plaque" along I-44 and US Hwy 63.

IV.D. 1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI DEPARTMENT OF TRANSPORTATION (MoDOT) PERTAINING TO HIGHWAY RECOGNITION SIGNAGE.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 4TH DAY OF OCTOBER, 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. D. 2

CITY OF ROLLA
APPLICATION FOR NAMING
CITY STRUCTURES, BUILDINGS, FACILITES OR STREETS

This letter is to request that 4 highway signs (public facility) be named officially as Hometown of Olympian ^{city limit}

Chantae McMillan

This name is suggested in honor of _____ . The reason that I believe such a name should be considered is because of the following:

- List any significant contributions this person has made personally to the facility.
- If it is someone from early Rolla history, then any publications that might give an idea what this individual did should be enclosed.
- If the person's name suggested is for someone who has passed away, then list the next of kin who might be contacted to find out about their feelings in this matter.
- List any boards or commissions served, terms in office, and any social, business or professional organizations they belonged to.
- Identify any financial or personal interest the individual may had in the property or facility being considered.
- Indicate how the costs are to be covered to memorialize said recognition.

Below is my name, address and phone number (type or print)

Joyce Knapp
11551 C.R. 3000
Rolla, MO 65401
573-465-3543

Respectfully submitted:

Joyce Knapp

Petition signed by no less than 100 citizens attached hereto.

CITY OF ROLLA
PETITION FOR NAMING
CITY STRUCTURES, BUILDINGS, FACILITES OR STREETS

126 signatures

IV.D-3

Please return to:
Laurie Myers or
Joyce Knapp

CITY OF ROLLA
PETITION FOR NAMING
CITY STRUCTURES, BUILDINGS, FACILITIES OR STREETS

This petition is to request that signs be placed at the city limits of I-44 and Hwy 63 (public facility) be named officially as ^{signed} "Welcome to Rolla" Home of Olympian Chantae McMillan"

<u>NAME</u>	<u>ADDRESS</u>
Peggy McMillan	10755 Larson Ln Rolla, Mo 65401
CHRIS LAMORIE	1005 Holloway 65401
JUDY HICKS	1005 Holloway 65401
Angie Brooks	19 Bunker Ct. Rolla, MO 65401
Chantae Lamin St	10755 Larson Lane, Rolla MO 65401
Martha Swanson Raper	17180 CR 8280, ROLLA, MO 65401
Neal Riser	1865 Emily Dr. C Rolla MO 65401
Debra Wilson	1005 Mark Twain Dr 1105 Mark Twain Dr Rolla, MO
Jim Asher	16 Southview Dr. Rolla MO 65401
Jim Wolf	1460 Independence Rd. Rolla, MO 65401
William	1507 Sherman Ave Rolla MO 65401
M. Standwick	11362 CR Ross Rolla MO
Tina	221 W. Scott St. St. Louis, MO 63537
Robbie Parker	505 A E 6th St. Rolla, MO 65401
Brittney Meyer	1305 Kings Highway Rolla, MO 65401
Hadam Meyer	1305 Kings Highway Rolla, MO 65401
Emily Wassiak	10200 State Route 0 Rolla MO 65401
Daniel Wassiak	10200 State Route 0 Rolla, MO 65401
Jennifer Thomas	11140 Lexington Ln Rolla, MO 65401
Jason Thomas	11140 Lexington Ln Rolla MO 65401
Audrey Collier	10160 Hunters Ridge Dr Rolla, MO 65401
Pam Spadner	601 Laniel Lane Rolla, MO 65401
Greta Froehlich	12155 Fairway Cir. Rolla, MO 65401
Angie Proffitt	12113 Country Oak Estates Rolla MO 65401
Patricia Zeln	10604 Fossil Ct. Rolla, MO 65401
Scott PROFFITT	12113 COUNTRY OAK ESTATES ROLLA MO
Kelly Hoke	12090 Cimacil Ln Rolla MO 65401
Sarah Wiggins	10145 Limestone Ln Rolla MO 65401
Kathy Williams	14602 CR 8240 Rolla MO 65401
Marlin Schmitt	10755 CR 3130 Rolla, MO 65401
Betty Rahner	10295 Summerfield Dr, Rolla, MO 65401
Christy Wright	12061 Fairway Circle, Rolla, MO 65401
DAVID Wright	12061 Fairway Circle, Rolla, MO. 65401
Bonnie Lagota	107 Shady Ln, Rolla, MO, 65401
Lynn Miller	107 Shady Lane Rolla mo 65401
Sakibo Cable	13750 ST. RL B.B Rolla MO. 65401
Beccas Cable	13750 ST RT 13B ROLLA MO 65401

Please return to
 Laurie Myers
 Joyce Knapp

CITY OF ROLLA
PETITION FOR NAMING
CITY STRUCTURES, BUILDINGS, FACILITIES OR STREETS

This petition is to request that signs be placed at the city limits of I-44 and Hwy 63 (public facility) be named officially as Rolla, Home of Olympian Chantae McMillan

NAME ADDRESS
 1. Dr. David Myers David Myers 1218 E Hwy 22 Rolla MO 65401

2. Sara Wands Sara Wands 606 Penny Lane Rolla, Mo. 65401
 (PO Box 977 Rolla, 65402)

3. Laurie Myers Laurie Myers 11876 C.R. 3000 (PO Box 584) Rolla 65402

4. Jamie Myers Jamie Myers 11876 CR 3000, Rolla, MO, 65401

5. Chloe Myers Chloe Myers 11876 CR 3000 Rolla, MO 65401

6. Melissa McClutcheon Melissa McClutcheon 27 Fairburn Dr. Rolla MO 65401

7. Laura McClutcheon Laura McClutcheon 127 Fairburn Dr. Rolla, MO 65401

8. Susan Patrafka Susan Patrafka 11960 Forest Lake Dr. Rolla, MO 65401

9. Nate Patrafka Nate Patrafka 11460 Forest Lake Dr. Rolla, MO 65401

10. Ed Herrman Ed Herrman 10411 Audubon Pl Rolla, MO 65401

11. Cassandra Herrman Cassandra Herrman 10411 Audubon Pl Rolla, MO 65401

12. Kenneth Light Kenneth Light 10300 Audubon Pl Rolla, MO 65401

13. John J. Woodruff John J. Woodruff 1401 Pershing Pl #4 Rolla, Mo. 65401

Margaret Storm Margaret Storm 1006 Laurel Dr. Rolla, MO 65401

John Mayberry John Mayberry 1006 Laurel Dr. Rolla, MO 65401

Jason Eudaj Jason Eudaj 400 Greenbrier Dr. Rolla, MO 65401

Tracy J. Burtis Tracy J. Burtis 300 Brady St. Rolla, MO 65401

Carly Stanley Carly Stanley 902 Murry Ln. Rolla, MO 65401

Joanna Joanna 902 Murry Ln. Rolla, MO 65401

Shia C. Miller Shia C. Miller 316 McFarland Dr. Rolla MO 65401

Michael Miller Michael Miller 316 McFarland Dr. Rolla MO 65401

Julie Pfeifer Julie Pfeifer 13 McFarland Dr. Rolla, MO 65401

Erin Pfeifer Erin Pfeifer 13 McFarland Dr. Rolla, MO 65401

Mark Pfeifer Mark Pfeifer 13 McFarland Dr. Rolla, MO 65401

Behnam Rafter Behnam Rafter 10340 Co Rd 3070 Rolla, MO 65401

Carol White Carol White 309 Oak Knoll Rd. Rolla, MO 65401

Zoe Nixon Zoe Nixon 65 Carvers Lane Rolla, MO 65401

Norman Norman 910 Mellard Sq. Rolla, MO 65401

Shari Norman Shari Norman 1234 Britt Lane; Rolla, MO 65401

Lybie Moon Lybie Moon 1405 McClutchen Rd. Rolla, MO 65401

Lana Craft Lana Craft 11280 CR 3000, Rolla, MO 65401

David Craft DAVID CRAFT 11280 COUNTY RD 3000, ROLLA, MO 65401

Mindy Bryce Moon Mindy Moon 904 Laurel Rolla, MO 65401

Please return to:
 Laurie Myers
 or
 Joyce Knapp

CITY OF ROLLA
PETITION FOR NAMING
CITY STRUCTURES, BUILDINGS, FACILITIES OR STREETS

This petition is to request that signs be placed at the city limits of ^{I-44 and Hwy 63} ~~(public facility)~~ be named ^{Sault Ste. Marie} ~~officially~~ as "Welcome to Rolla! Home of Olympian Chantae McMillan."

<u>NAME</u>	<u>ADDRESS</u>	
Cyndi Kinder	1336 Hwy D	Cyndi Kinder
Laurie Dunn	696 Forum	Laurie Dunn
MARK Caballero	304 TRACI DAWN	Mark Caballero
Stacy Blakley	904 Mallard Sq	Stacy Blakley
Steve Blakley	904 Mallard Sq	Steve Blakley
Maey Meadows	1225 CASEY LN	Maey Meadows
THOMAS E MEADOWS	1225 CASEY LN	Thomas E Meadows
Andrew Charlo	1205 Britt Ln	Andrew Charlo
SKIP SHANKK	1221 CASEY LN	Skip Shankk
Chris Horan	1233 Britt Lane	Chris Horan
LAURIA BRASILEIRO	1230 BRITT	Lauria Brasileiro
Tanya James	1223 Britt Ln	Tanya James
Andrew	1223 BRITT LN	Andrew
Bonnie Shelton	1207 Britt Ln	Bonnie Shelton
Malley Shelton	1207 Britt Ln	Malley Shelton
Michael B Shelton	1207 Britt Ln	Michael B Shelton
Keeri Foust	1207 Ella Ct	Keeri Foust
Glenn Foust	1207 Ella Ct	Glenn Foust
Dustin Lindsay	1212 Ella Ct	Dustin Lindsay
Elizabeth Smith	1212 Ella Ct	Elizabeth Smith
Calisa Arthur	1235 Britt Lane	Calisa Arthur
Robert Lantz	1225 Britt Lane	Robert Lantz
Kelley Lantz	1225 Britt Lane	Kelley Lantz
TERRELL FLOESTER	1214 CASEY LN	Terrell Floester
Alan Elster	1212 Casey Lane	Alan Elster
Barb Hoffmann	13100400 Rolla	Barb Hoffmann
Billy Kinder	1336 Hwy C Rolla, Mo.	Billy Kinder

Please Refer to:
Laurie Myers or
Joyce Knapp

CITY OF ROLLA
PETITION FOR NAMING
CITY STRUCTURES, BUILDINGS, FACILITIES OR STREETS

This petition is to request that signs be placed at the city limits of 5.44 and Hwy 63 (public facility) be named officially as "Welcome to Rolla, Home of Olympian Chantae McMillan"

<u>NAME</u>	<u>ADDRESS</u>
Monica Davis	1811 Independence - Rolla, Mo.
Rhonda Veik	10267 Hunters Ridge Dr, Rolla MO
Rob Hawk	10474 Sunnyside Dr. Rolla, Mo
Heather Kamprath	12795 CR 7130 Rolla, Mo
Acelun Williams	706 Curtis Dr. Rolla MO 65401
Rachel Green	913 E 9th St Rolla MO 65401
Wendy Brennan	12750 Cinnamon Ct. Rolla, MO 65401
Rachael Arthur	104 Poe Drive Rolla MO 65401
Brooke Wisdom	203 Whitecliff Dr. Rolla MO 65401
Jim Pritchett	10975 Greenleaf Dr Rolla mo 65401
Janie Nease	306 Hutchinson Dr. Rolla mo 65401
Destiny Pounds	306 Hutchinson Dr. Rolla MO 65401
Rachael Nease	910 NALLAN SQ Roll, MO 65401

Jim Pritchett
Janie Nease
Destiny Pounds
Rachael Nease

Date of Installation: _____
Type of Installation: New Revised
MoDOT District No.: CD
MoDOT Agreement Administrator: Geoffroy Grigg
eAgreement No.: 2021-07-64447

CCO Form: TR15
Approved: 02/95 (MLH)
Revised: 06/19 (GH)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR SIGN PROGRAM PARTICIPATION PAID BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Rolla (hereinafter, "Applicant"), whose address is 901 N Elm St., Rolla, MO 65401.

WITNESSETH:

WHEREAS, Applicant requests that the Commission install and maintain certain signs further described below in Phelps County, Missouri for City of Rolla in the general vicinity of City Limits along I-44 East / West and US 63 North / South; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission construct, install and maintain sign(s) which will:

- guide motorists to a Qualified Post Secondary Educational Facility
- guide motorists to a Qualified Major/Minor Traffic Generator
- guide motorists to a State/Federal Public Use Area
- guide motorists to a Hospital with 24 Hour Emergency Care
- guide motorists to a Welcome Center Affiliate
- guide motorists to a Missouri Correctional Facility
- guide motorists on a designated route/trail
- display Custom City/County Limits Sign with Logo
- display City/County Accomplishment Plaque
- Other: _____

which is located primarily in Phelps County.

The sign(s) will read as displayed in Exhibit A and the sign(s) will be erected as illustrated in Exhibit B.

Said signs will be displayed: Year round
 Seasonally
from _____ to _____

If the sign(s) is/are to be displayed seasonally, the Commission will cover the sign(s) or will show the facility is closed on the sign during periods of non-use.

lv. 0. 10

(2) **PAYMENT**: If this request is approved, the Applicant agrees to pay a **total sum of \$3,560** prior to the installation of such signs. If the Applicant fails to make the payment prior to installation, the Commission may cancel this Agreement. The payment is nonrefundable. The payment covers the Commission's cost to construct, install, maintain, and, if the sign is damaged beyond repair or stolen, replace the sign(s) for a period of ten (10) years from the date of installation of the signs indicated above. The Agreement will not be extended by the number of days that a sign is not erect and the Applicant will not be reimbursed for any time that the sign is not standing regardless of the reason. Payment for subsequent ten (10) year periods will be determined and made payable at the beginning of such periods. Payment not received within the time specified on the invoice will be reason for the Commission to remove the sign. The sign(s) is at all times the property of the Commission.

(3) **NO INTEREST**: Upon erection, the signs shall be the property of the Commission. By paying for the cost of these signs and their placement on Commission right of way, the Applicant gains no property interest in the signs or in the Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(4) **COMMISSION'S RESPONSIBILITIES**: The Commission may modify said sign(s) when necessary to comply with changed standards that might be promulgated or adopted. It is further understood that the Commission may permanently remove the sign(s) at any time, in its sole discretion, for any reason whatsoever, including for the convenience of the Commission or if the Commission determines removal is required for a highway or transportation project. In the event the Commission removes the sign pursuant to the terms of this Agreement, the Commission will not refund any portion of the original payment from the Applicant.

(5) **APPLICANT'S REPRESENTATIVE**: The Applicant's Mayor is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

Louis J Madgits IV
Mayor
City of Rolla
901 N Elm St.
Rolla, MO 65401

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

(7) **SOLE BENEFICIARY**: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(8) **AUTHORITY TO EXECUTE**: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(9) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(10) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank]

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

Executed by the Applicant on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT Louis J Madgits IV

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

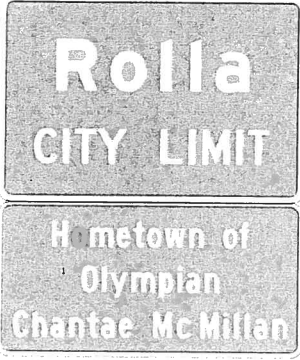
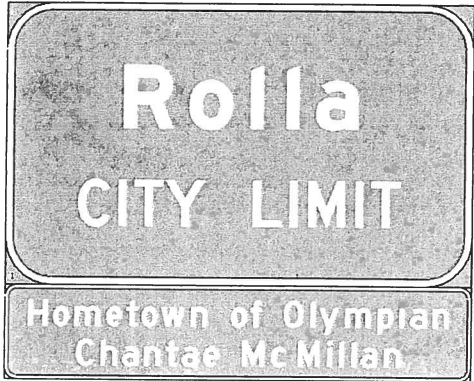
Approved as to Form:

Commission Counsel

Copies: Applicant
 District
 Traffic Division
 Commission Secretary

10.0.13

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary

Sign No: 1	Size: 36" x 42"	Quantity: 2	Sign No: 2	Size: 60" x 48"	Quantity: 2
 <p align="center">\$780.00 per Sign Location</p>			 <p align="center">\$1000.00 per Sign Location</p>		
Sign No: 3	Size:	Quantity:	Sign No: 4	Size:	Quantity:
Sign No: 5	Size:	Quantity:	Sign No: 6	Size:	Quantity:

10.0.14

EXHIBIT B Sign Location Layout



10.0.15

Certificate Of Completion

Envelope Id: 52B1A9E6B80240CAB746B72FACD612A2

Subject: Please DocuSign: 2021-07-64447.pdf

Source Envelope:

Document Pages: 6

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Megan Pardoe

1860 Michael Faraday Drive

Suite 100

Reston, VA 20190

megan.pardoe@modot.mo.gov

IP Address: 168.166.80.221

Record Tracking

Status: Original

9/2/2021 12:08:32 PM

Holder: Megan Pardoe

megan.pardoe@modot.mo.gov

Location: DocuSign

Signer Events

Louis J. Madgits IV

admin@rollacity.org

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 9/2/2021 3:08:23 PM

ID: 556752f0-99f0-435a-9f41-0437e6729b60

Signature

Timestamp

Sent: 9/2/2021 12:29:58 PM

Viewed: 9/2/2021 3:08:23 PM

Gary J. Holtmeyer

Gary.Holtmeyer@modot.mo.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Nicole Hood

Nicole.Hood@modot.mo.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Pamela J. Harlan

pamela.harlan@modot.mo.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

10.0.16

Carbon Copy Events

Jennifer Jorgensen

jennifer.jorgensen@modot.mo.gov

Security Level: Email, Account Authentication
(Optional)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Status**Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/2/2021 12:29:58 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

IV.0.17

**Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement**

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

- 1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.
- 2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).
- 3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.
- 4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.
- 5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.
- 6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.
- 7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.
- 8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

10.0.18

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

IV.0.19

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.

2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.

3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.

11.0.20

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: 2021-2022 Sewer Rates

BUDGET APPROPRIATION

DATE: 9/20/21

COMMENTARY:

The attached ordinance increases the basic user rate for metered user from \$5.40/1000 gal to \$5.65/1000. This will raise the average user base rate from \$21.98 to \$23.00 per month. The service availability fee remains \$12.00 per month. The total increase this budget year for the average user would then go from \$33.98 to \$35.00 per month.

The non-metered user will go from \$407.74 per year to \$419.95 per year.

This increase was included in the proposed 2021-2022 Budget.

Staff recommends approval of the Ordinance.

ITEM NO. IV. E. 1

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.

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

Section 1: That Sections 35-126, 35-127 and 35-128 of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

Section 2: That new Sections 35-126, 35-127 and 35-128 of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby enacted in lieu thereof follows:

Section 35-126. Basic user rate for metered users.

Each user shall pay for the services provided by the City based on his use of the treatment works as determined by water meters acceptable to the City.

User charges shall be based on water used during the current month. If a user has a consumptive use of water, or in some other manner uses water, which is not returned to the wastewater collection system, the user charge for that contributor may be based on separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the City.

On a monthly basis, each contributor shall pay a user charge rate for operation and maintenance including replacement for each 1,000 gallons of water use.

This rate per 1,000 gallons shall be as follows:

As of first billing after October 4, 2012 \$5.65/1000 gallons

In addition, a service availability fee will be assessed for all users. This fee will be assessed based on the cost of operation and maintenance of the collection system. Each user will be assessed based on the water meter size. The following table presents these costs:

Water Meter Size	Service Availability Fee
Up to 1"	\$12.00/month
1.5"	\$17.00/month

10.8.2

waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the Public Works Director and shall be binding as a basis for surcharges. The wastewater surcharge shall be computed by the following formula:

$$\begin{aligned} &\text{Total monthly charge to extra strength user =} \\ &V (\$5.65/1000 \text{ gal unit charge}) \\ &+ V (\$0.926/1000 \text{ gal unit BOD charge}) (\text{BODes-BODnd})(.00834) \\ &+ V (\$0.741/1000 \text{ gal unit SS charge}) (\text{sees - SEND})(.00834) \end{aligned}$$

Where:

V is the Volume of wastewater in 1000 gallons discharged by the extra strength user during the month.

Unit flow charge is in \$/1000 gal from Section 35-126

Unit BOD charge is in \$/lb BOD from paragraph 4
Unit SS charge is in \$/lb SS from paragraph 4

BOD is the normal BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.

SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance and .00834 is a unit conversion factor.

es is extra strength

nd is normal domestic

Section 3: This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 4th DAY OF OCTOBER 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

10.8.4

Page 4
Ordinance No. _____

City Counselor

10.8.5

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

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

ITEM/SUBJECT: Project #512 – 7th Street Sidewalk

BUDGET APPROPRIATION: Street FY2022 \$200,000 DATE: 09/20/21

COMMENTARY:

City staff received bids for the 7th Street project. The bids were as follows:

Spalding Constructors LLC 12458 CR 4039 Holts Summit, MO 65043	\$89,298.00
B&P Patterson LLC PO Box 307 Linn, MO 65051	\$95,835.00
Donald Maggi Inc. PO Box 66 Rolla, MO 65402	\$100,738.05

This project will fill in the gaps in the sidewalks between Holloway Street near the school and Forum Drive along 7th Street, Grand Sir Ave, and Highland Drive.

Staff is requesting a motion for bid award and the first reading of the ordinance authorizing the Mayor to enter into the contract with Spalding Constructors LLC for \$89,298.00

ITEM NO. V.A.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SPALDING CONSTRUCTORS LLC FOR PROJECT #512.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Spalding Constructors LLC for project #512, 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 4th DAY OF OCTOBER 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

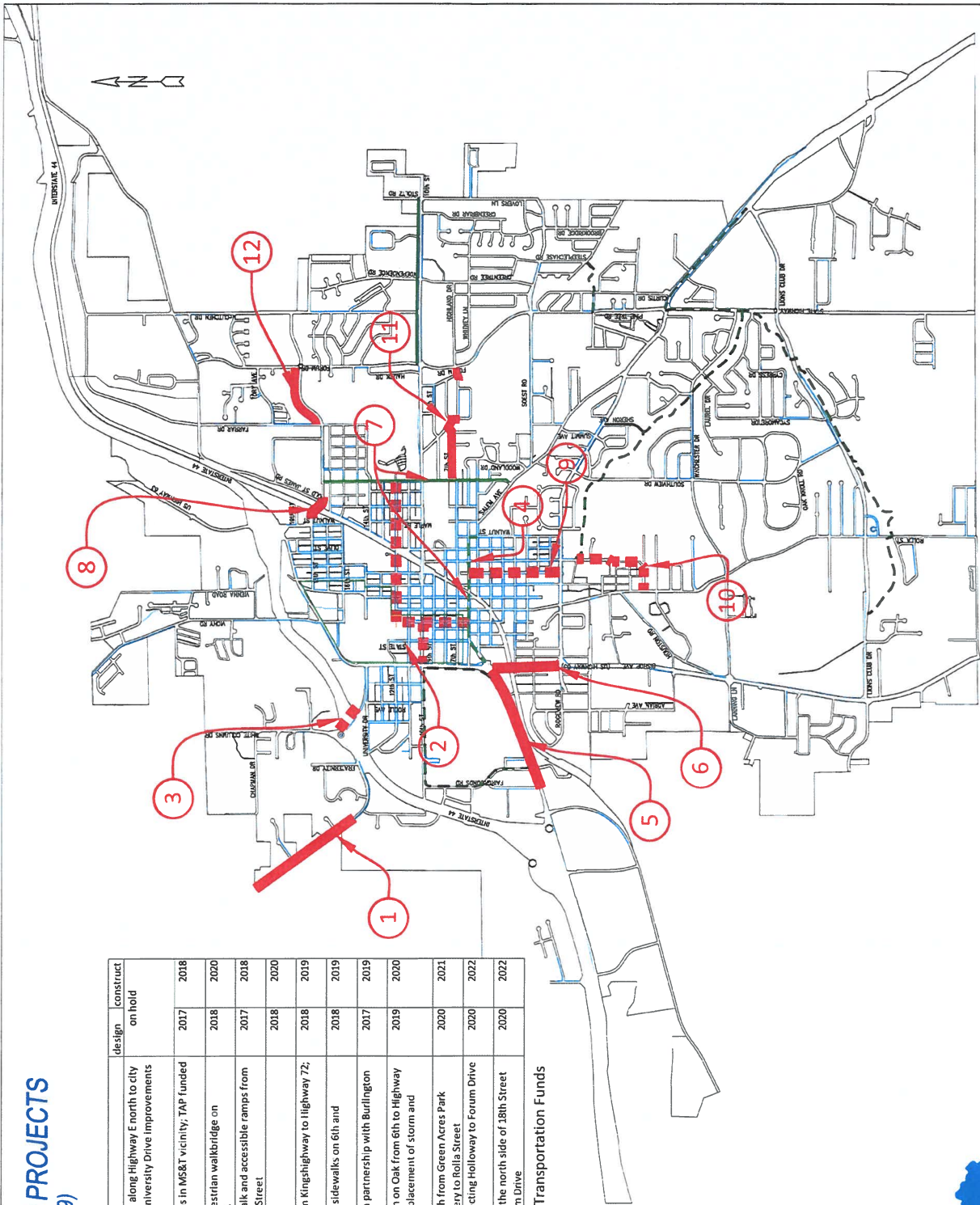
V.A.2

EXISTING AND PLANNED PROJECTS (LAST UPDATED 2019)

number	project	description	design	construct
1	Highway E Sidewalk Improvements	Install 4,100 ft 5' sidewalk along Highway E north to city limits; on hold pending University Drive Improvements are scored	2017	2018
2	ADA Accessibility Improvements	Install 81 accessible ramps in MS&T vicinity; TAP funded	2017	2018
3	University Drive Pedestrian Walkbridge	TDD/ModOT funded pedestrian walkbridge on University Drive over I-44	2018	2020
4	6th Street Improvements	city reconstruct of sidewalk and accessible ramps from railroad tracks to Walnut Street	2017	2018
5	Kingshighway Improvements	Funded by TOD	2018	2020
6	Highway 63 Improvements	reconstruct sidewalk from Kingshighway to Highway 72; TOD funded	2018	2019
7	6th and Holloway Shared Use Improvements	reconstruct of ramps and sidewalks on 6th and Holloway; STP funded	2018	2019
8	18th Street RR Crossing Improvements	continuation of project in partnership with Burlington Northern Railroad	2017	2019
9	Oak Street Shared Use Path Extension	construct Shared Use Path on Oak from 6th to Highway 72 in conjunction with replacement of storm and sanitary sewer facilities	2019	2020
10	ACORN Shared Use Path Extension	Construct Shared Use Path from Green Acres Park through the Rolla Cemetery to Rolla Street	2020	2021
11	7th to Highland Sidewalk Extension	construct sidewalk connecting Holloway to Forum Drive along 7th Street	2020	2022
12	18th Street North Sidewalk Improvements	construct sidewalk along the north side of 18th Street from Farrar Drive to Forum Drive	2020	2022

Average Annual Cost/Year \$150,000 City Transportation Funds

- EXISTING SHARED USE TRAIL -
- PROPOSED SHARED USE TRAIL -
- EXISTING SIDEWALK PROJECT -
- PROPOSED SIDEWALK PROJECT -

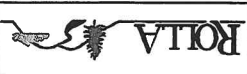


V.A.3

Rev.	Description	Date

Designed: CAF
 Scale: 98.81mm
 Date: AUG 2021
 Checked: DCJ
 Prol. No.: 512

City of Rolla
 Department of Public Works
 901 North Elm Street
 Phone: 573-364-8559
 www.rolla.mo.gov



City of Rolla Public Works Department
 Key Sheet
 7TH ST SIDEWALK IMPROVEMENTS
 SHEET NO. 1

INDEX

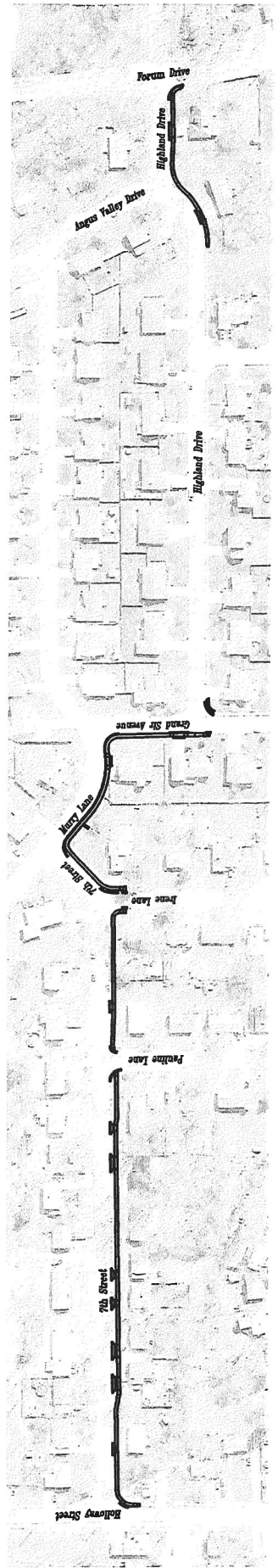
- 1 KEY SHEET
- 2-7 PLAN SHEETS
- 8-11 STANDARD DETAILS

CONTRACTOR SHALL CONTACT PROPERTY OWNER PRIOR TO CONSTRUCTION OF NEW DRIVEWAYS TO AVOID COVERING VEHICLES DURING CONSTRUCTION.
 WAIT PILES FOR INSTALLATION OF CURB, DRIVEWAY GRABS AND SIDEWALK SHALL INCLUDE ALL CONCRETE, LABOR, FORMS AND EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF THE NEW PILES. SHALL BE FURNISHED BY THE CITY OF ROLLA.

EROSION CONTROL NOTE:
 EROSION CONTROL SHALL BE BY CITY.

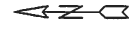
GENERAL NOTE:

ALL WORK SHALL BE DONE IN ACCORDANCE TO THE CITY OF ROLLA STANDARDS AND SPECIFICATIONS.
 CONTRACTOR SHALL PERFORM ALL WORK ASSOCIATED WITH THE PROJECT UNLESS OTHERWISE NOTED AS "BY OTHERS" BY OTHERS SHALL INCLUDE THE CITY OF ROLLA AND ALL APPROPRIATE UTILITY COMPANIES.
 ALL CONSTRUCTION STAKING SHALL BE COMPLETED BY CITY PROJECT COORDINATORS UNLESS OTHERWISE SPECIFIED. THAM TWO WEEKS PRIOR TO DATE NEEDED. CONSTRUCTION STAKING SHALL INCLUDE (BUT NOT BE LIMITED TO) ALIGNMENT, GRADES, FINISH ELEVATIONS FOR STORM SEWER STRUCTURES, AND UTILITY ADJUSTMENTS NECESSARY FOR COMPLETION OF PROJECT.
 CONTRACTOR SHALL BE RESPONSIBLE ONLY IF IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION ON A FIELD LOCATE TO VERIFY THE DEPTH AND POSITION OF THE RESPECTIVE UTILITY.
 STREET LANE RESTRICTIONS AND/OR CLOSINGS SHALL BE COORDINATED WITH THE CITY OF ROLLA STREET DEPARTMENT. ALL EXCAVATIONS MUST BE CLOSED AT THE END OF EACH DAY OR MUST BE FENCED TO PREVENT INJURY TO PERSONS AND/OR PROPERTY.
 SEEDING AND MULCHING OF ALL DISTURBED AREAS SHALL BE BY OTHERS.
 ALL TREE REMOVAL SHALL BE BY OTHERS. ALL CLEARING, GRUBBING AND DISPOSAL OF TREES, BRUSH, AND DEBRIS SHALL BE BY OTHERS.
 RESTORATION OF EXISTING GRAVEL DRIVES AND DRIVEWAYS TO PRECONSTRUCTION CONDITION AND GRADE SHALL BE BY OTHERS.
 ROAD SHALL BE OPEN TO LOCAL TRAFFIC AND CLOSED TO THROUGH TRAFFIC. DETOUR ROUTE SHALL BE DETERMINED BY CITY PROJECT COORDINATOR AND CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING AND MAINTAINING ALL SIGNAGE AND BARRIAGES NECESSARY TO CARRY OUT DETOUR PLAN.
 TRAFFIC CONTROL/SAFETY SHALL BE STRICTLY ENFORCED. DEMOBILIZATION AND REMOBILIZATION FEES WILL NOT BE REIMBURSED UNDER ANY CIRCUMSTANCES.
 CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING FINAL GRADE SURFACE UNTIL SUCH TIME AS CONCRETE CAN BE LAID.
 CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADEING ALL WATER VALVES AND MANHOLES TO PREVENT PERSONAL INJURY OR PROPERTY DAMAGE BY OTHERS.
 ALL WORK DONE ON STATE RIGHT OF WAY SHALL BE COORDINATED THROUGH MODOT. LANE CLOSURES SHALL FOLLOW MODOT SPECIFICATIONS FOR TRAFFIC CONTROL.



UTILITIES

- DIGITIE**
- STREET/SEWER - 573-364-8559
 - CITY OF ROLLA PUBLIC WORKS DEPARTMENT
 - WATER/ELECTRIC - 573-364-1572
 - ROLLA MUNICIPAL UTILITIES
 - NATURAL GAS - 573-368-3440
 - AMEREN MISSOURI 1-800-552-7583
 - EMERGENCY
 - TELEPHONE - 573-341-0405
 - CENTURYLINK
 - FIDELITY CABLEVISION INC. 573-426-6111
- MODOT**
- MISSOURI DEPT OF TRANSPORTATION 573-368-2575
 - PERMIT INSPECTOR - KIM HILBURN 573-364-2718
 - SIGNAL MAINTENANCE SHED - STEVE HELTON 1-888-225-6636
 - ASK MODOT 1-888-225-6636
 - CENTRAL DISTRICT-JEFFERSON CITY 573-751-3322



LEGEND

- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WATER METER
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING UTILITY POLE WITH GUY WIRE
- EXISTING SIGN
- EXISTING FENCE
- PROPOSED UTILITY PROPERTY LINE
- PROPOSED TRUNCATED DOMES
- EXISTING TREE

V.A.4

Key Sheet	1
Sheet No.	1
City of Rolla Public Works Department	

City of Rolla
 Department of Public Works
 901 North Elm Street
 Phone: 573-364-8659
 www.rolla-mo.gov

Checked: DCJ
 Drawn: CAF
 Designed: CAF
 Date: AUG 2021
 Scale: AS SHOWN
 Proj. No.: 521

Rev.	Description	Date

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- 2 PLAN & PROFILE - STA 0+00 TO STA 3+50
- 3 PLAN & PROFILE - STA 0+00 TO STA 5+00
- 4 PLAN & PROFILE - STA 5+00 TO STA 10+00
- 5 PLAN & PROFILE - STA 10+00 TO STA 10+60
- 6 STORM SEWER - STA 0+00 TO STA 5+00
- 7 STORM SEWER - STA 5+00 TO STA 10+00
- 8-11 CROSS SECTIONS
- 12-13 STANDARD DETAILS

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LEGEND

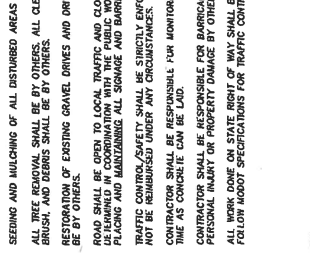
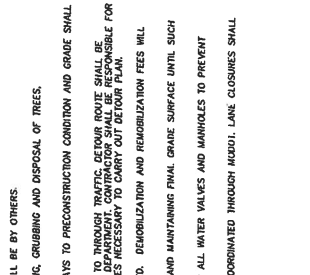
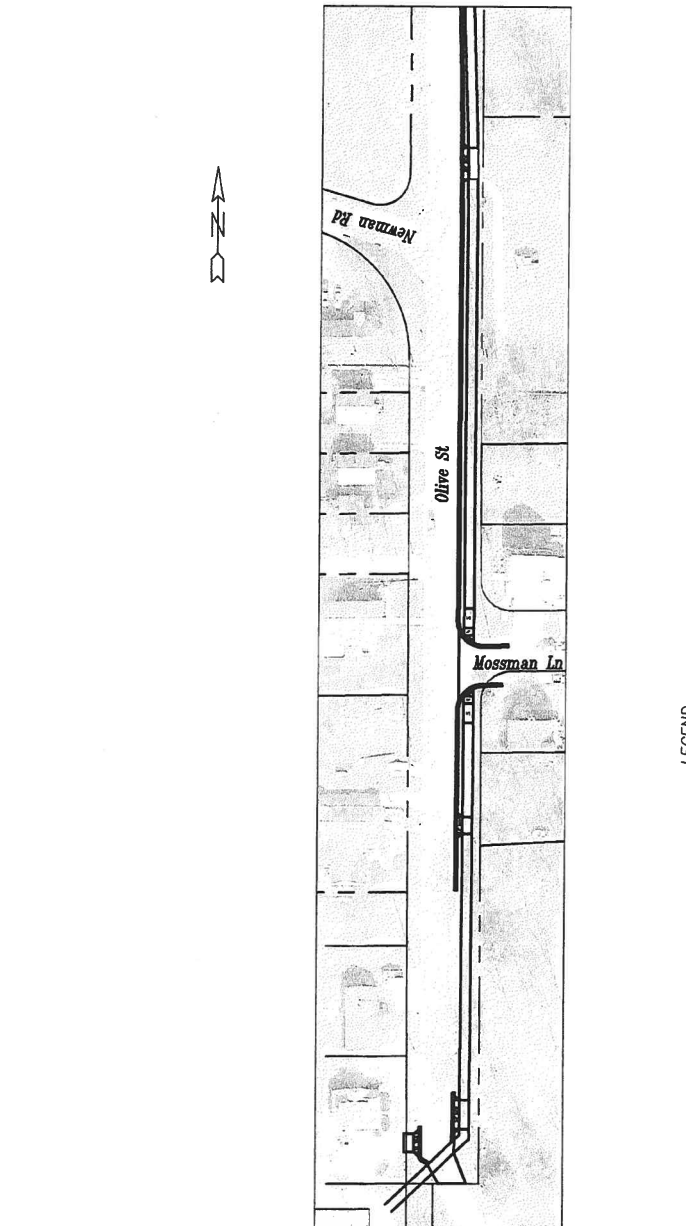
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING UTILITY POLE WITH CITY WIRE
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SIGN
- EXISTING STORM INLET
- PROPOSED STORM INLET
- EXISTING SANITARY SEWER CLEANOUT
- PROPOSED SANITARY SEWER CLEANOUT
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER LINE
- EXISTING STORM LINE
- EXISTING CHAIN LINK FENCE
- EXISTING WOOD FENCE
- RIGHT-OF-WAY/PROPERTY LINE
- PROPOSED TRUNCATED DOMES
- EXISTING TREE

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- DIGRITTE STREET/SEWER - CITY OF ROLA PUBLIC WORKS DEPARTMENT
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City of Rolla Public Works Department
 Key Sheet 1
 Sheet No. 1

City of Rolla
 Department of Public Works
 901 North Elm Street
 Phone: 573-364-8659
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Checked: DCJ
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City of Rolla Public Works Department
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City of Rolla Public Works Department
 Key Sheet 1
 Sheet No. 1

City of Rolla Public Works Department
 Key Sheet 1
 Sheet No. 1

V.A.S

EXHIBIT A

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 _____ **Spalding Constructors LLC** _____ 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: **Project 512**, 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 **Projects 512**.

V.A.6

EXHIBIT A

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

V.A.7

EXHIBIT A

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 \$89,298.00 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.

V.A.8

EXHIBIT A

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

V.A.9

