

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/UCffrbYSQqtuhOAVkCCyieA>

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, November 1, 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, CARROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND DEANNE LYONS

PLEDGE OF ALLEGIANCE
Councilwoman Jody Eberly

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Meeting – October 4th, 2021
 - 2. City Council Meeting – October 18th, 2021
 - 3. City Council Closed Session Minutes: October 18th, 2021
 - 4. Council Workshop – October 20th, 2021
- B. Motion to accept utility easement from DAK Development, LLC. (City Engineer Darin Pryor)

II. PUBLIC HEARINGS –

- A. Continued Public Hearing: Request to allow Conditional Use Permit (CUP) for wireless communications facility. (City Planner Tom Coots)

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

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

- a. Police Department Monthly Report – September 2021
- b. Animal Control Division Report – September 2021
- c. Centre Income Statement – September 2021
- d. RMU monthly reports –September 2021
- e. Rolla P&Z Commission Minutes for October 12th, 2021

V. OLD BUSINESS

- A. **Ordinance** to rezone 438 W. Little Oaks Rd from the C-2, General Retail district to the RMH, Residential Manufactured Home district. (City Planner Tom Coots) **Final Reading**

- B. **Ordinance** to rezone 1879 Longview Ln from the R-R, Rural Residential district to the R-1, Single-family district. (City Planner Tom Coots) **Final Reading**
- C. **Ordinance** to rezone vacant property on Old Hwy 66 west of HyPoint Industrial Park Dr. from M-2, Heavy Manufacturing to the C-3, Highway Commercial district. (City Planner Tom Coots) **Final Reading**
- D. **Ordinance** to rezone 900 Meriweather Ct from the R-1, Single-family district to the GI, Government and Institutional district. (City Planner Tom Coots) **Final Reading**
- E. **Ordinance** to approve Ward Redistricting from the 2020 Census (Public Works Director Steve Hargis) **Final Reading**
- F. **Ordinance** Authorizing the Mayor to enter into an agreement with Motorola for the purchase of Public Safety portable and mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) **Final Reading**
- G. **Ordinance** Authorizing the Mayor to enter into an agreement with Wireless USA for the Installation and programming of the portable and mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) **Final Reading**
- H. **Ordinance** allowing a final plat to reconfigure two residential lots: Parker Addition (City Planner Tom Coots) **Final Reading**

VI. NEW BUSINESS

- A. **Ordinance** authorizing the COP financing for Public Works (phase2) (City Administrator John Butz)
- B. **Ordinance** authorizing an agreement with Insituform Technologies for the rehabilitation of sanitary sewer. (City Engineer Darin Pryor)

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Selection and Award** of RFP for legal services. (City Administrator John Butz)
- B. **Motion** to allow the purchase of 10 MDT's from Turn-Key Mobile Inc.(Chief Sean Fagan)

VIII. CITIZEN COMMUNICATION

IX. MAYOR/CITY COUNCIL COMMENTS

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION – Closed Session Pursuant to RSMO 610.021 (2) for the discussion of real estate.

XII. ADJOURNMENT

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 4TH, 2021; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Attendance via Zoom Videoconferencing: None

Council Members in Physical Attendance: Moriah Renaud, Terry Higgins, Megan Johnson, Ann Murphey, Matt Fridley, Lister Florence, Jody Eberly, Robert Kessinger, Stanley Mayberry, Carrolyn Bolin, and Victoria Steen.

Council Members Absent: Deanne Lyons

Department Directors in Attendance via Zoom Videoconferencing: Finance Director Steffanie Rogers

Department Directors and Other City Officials in Physical Attendance: Fire Chief Ron Smith, City Planner Tom Coots, Police Chief Sean Fagan, Community Development Director Steve Flowers, Parks Director Floyd Jernigan, Recreation Center Director Marci Fairbanks, Environmental Services Director Brady Wilson, Public Works Director Steve Hargis, and City Counselor Lance Thurman.

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

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
1. City Council Meeting – September 7th, 2021
 2. City Council Meeting – September 20th, 2021
 3. Budget Workshop Minutes – August 31st, 2021

A motion was made by Murphey and seconded by Bolin to approve the minutes. A voice vote revealed 11 Ayes, zero Nays, and Lyons Absent.

II. PUBLIC HEARINGS – None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None.

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

- a. Environmental Services Department Monthly Report – August 2021
- b. Police Department Monthly Report – August 2021
- c. Animal Control Division Report – August 2021

October 4th, 2021

I.A.1

- d. Centre Income Statement – August 2021
- e. RMU monthly reports – August 2021
- f. Municipal Court Division Summary – August 2021
- g. Park Financial Analysis for August 2021
- h. Park Director’s update for September 2021
- i. Park Advisory Commission Minutes for July 28th, 2021
- j. Development Review Committee Minutes for September 21, 2021

V. OLD BUSINESS

- A. **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. (City Planner Tom Coots) City Counselor Lance Thurman read the Ordinance for its final reading, by title: ORDINANCE 4638, 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. A motion was made by Bolin and seconded by Johnson to approve the Ordinance as written. A roll call vote revealed the following: Ayes: Bolin, Higgins, Steen, Fridley, Mayberry, Murphey, Johnson, Kessinger, Florence, Eberly, and Renaud. Nays: none. Absent: Lyons.

- B. **Ordinance** authorizing the Mayor to enter into the contract with Spalding Constructors. (City Engineer, Darin Pryor) City Counselor Lance Thurman read the Ordinance for its final reading, by title: ORDINANCE 4639: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SPALDING CONSTRUCTORS LLC FOR PROJECT #512. A motion was made by Bolin and seconded by Eberly to approve the ordinance as written. A roll call vote revealed the following results: Ayes: Mayberry, Murphey, Bolin, Renaud, Florence, Kessinger, Higgins, Eberly, Johnson, Fridley, and Steen. Nays: zero. Absent: Lyons.

- C. Ordinance executing an agreement with MoDOT reference Highway Signage (City Administrator John Butz) – City Counselor Lance Thurman read the Ordinance for its final reading, by title: ORDINANCE 4640: 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. A motion was made by Murphey and seconded by Johnson to approve the agreement. A roll call vote revealed the following: Ayes: Kessinger, Fridley, Steen, Renaud, Mayberry, Murphey, Johnson, Florence, Higgins, Eberly, and Bolin. Nays: None. Absent: Lyons.

- D. **Ordinance** increasing Sewer Rates. (Public Works Director Steve Hargis) - City Counselor Lance Thurman read the Ordinance for its final reading, by title: ORDINANCE 4641: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCE OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER. A motion was made by Murphey and seconded by Higgins to approve the increases. A roll call vote revealed the following results: Ayes: Florence, Johnson, Murphey, Fridley, Renaud, Steen, Mayberry, Higgins, Eberly, Bolin, and Kessinger. Nays: zero. Absent: Lyons.

VI. NEW BUSINESS

- A. Downtown Boo-Palooza Pine Street Closure Request (Public Works Director Steve Hargis) – The event is planned for Sunday, October 31st from 2:00pm to 4:00pm. The request is to close Pine Street from 1:00pm to 5:00pm. A motion was made by Eberly and seconded by Bolin to allow the closure. A voice vote revealed 11 Ayes, zero Nays, and Lyons Absent.
- B. 43rd Annual Arts and Crafts Festival Street Closure Request; October 9th, 2021. (Public Works Director Steve Hargis) The event is planned for Saturday, October 9th, 2021. The request is for Pine Street to be closed from 7th Street to 10th Street from 9:00am to 3:00pm. A motion was made by Johnson and seconded by Renaud to allow the closure. A voice vote revealed 11 Ayes, zero Nays, and Lyons Absent.
- C. Lochmueller Group Traffic Study-18th St./Bardsley/Old St. James Rd. Intersection–(Public Works Director Steve Hargis) Cheryl Sharp with Lochmueller Group shared the results of a traffic study conducted in the area of 18th, Bardsley, and Old St. James, to identify possible traffic flow issues that may need to be addressed in the next 5-15 years.
- D. **Ordinance** Authorizing the Mayor to Enter into a Missouri Highway & Transportation Commission Amendment to State Block Grant Agreement #2. (Public Works Director Steve Hargis) This block grant provided funding to rehabilitate Runway 4/22 at the Rolla National Airport. This amendment extends the project complete date from June 30, 2021 to June 30, 2022. City Counselor Lance Thurman read the Ordinance for its first reading: by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION FOR AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2.
- E. **Ordinance** Authorizing the Mayor to Enter into a Missouri Highways & Transportation Commission Supplemental Agreement to Airport Aid Agreement. (Public Works Director Steve Hargis) The Airport Aid Agreement provided further funding to rehabilitate Runway 4/22 at the Rolla National Airport. This amendment extends the project complete date from June 30, 2021 to June 30, 2022. City Counselor Lance Thurman read the Ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO DESIGN AND CONSTRUCT RUNWAY 4/22 REHABILITATION AND EXHIBIT “A” UPDATE.
- F. **Resolution** for Intent to Issue Certificates of Participation (COP) for Public Works Building (City Administrator John Butz) This Resolution is the next step in putting financing in place to pay for the construction of the new Public Works Building through Certificates of Participation. City Counselor Lance Thurman read the Resolution for one reading, by title: RESOLUTION 1995: A RESOLUTION DECLARING THE INTENT OF THE CITY OF ROLLA, MISSOURI, TO DELIVER CERTIFICATES OF PARTICIPATION AND AUTHORIZING AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH. A motion was made by Kessinger and seconded by Bolin to pass the Resolution as requested. A voice votes showed 11 Ayes, zero Nays, and Lyons Absent.

- G. **Resolution** allowing the Mayor to enter into an agreement with MRTDD (City Administrator John Butz) This Supplement allows the TDD to close out the spend down of TDD bond proceeds. City Counselor Lance Thurman read the Resolution for one reading, by title: RESOLUTION 1996: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A SECOND SUPPLEMENTAL INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT (THE "DISTRICT"), FOR SERVICES IN DETAILING ADDITIONAL AGREEMENTS AND OBLIGATIONS WITH RESPECT TO A PORTION OF THE TRANSPORTATION PROJECTS. A COPY OF SAID AGREEMENT ATTACHED HERETO AND MARKED "EXHIBIT A". A motion was made by Bolin and seconded by Murphey to pass the Resolution. A voice vote revealed 11 Ayes, zero Nays, and Lyons Absent.

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to award bid to Motorola for replacement and programming of 106 portable radios and 74 Mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) A motion was made by Eberly and seconded by Kessinger to award the sole source bid to Motorola for \$1,056,038.07 to cover the radio equipment, installation, and programming with a 10 year guarantee. A voice vote revealed 11 Ayes, zero Nays, and Lyons absent.

VIII. CITIZEN COMMUNICATION

- A. Robert Miller – 2101 Vienna: Expressed concerns for privacy issues in regards to COVID vaccination cards.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Mayor Magdits – Proclamation for National Fire Prevention Week 2021.
After reading the proclamation, Fire Chief Ron Smith shared with Council fire facts, the benefits of properly installed and working smoke detectors and the dangers of carbon monoxide.
- B. Appointment of Employer Delegate to LAGERS Annual Meeting (City Administrator John Butz) A motion was made by Bolin and seconded by Johnson, nominating City Administrator John Butz or a delegate of his choosing, as Employer Delegate for the 2021 Meeting. A voice vote revealed 11 Ayes, zero Nays, and Lyons absent.
- C. Councilwoman Steen moved that the agenda for the next Council meeting include a time to discuss how the agenda for each meeting is created, and to discuss specifically how City Council members can place things on the agenda prior to the agenda being published, and to discuss whether it is advisable for an Ordinance to be created to clarify this issue. Councilman Florence seconded the motion and voice vote revealed 11 Ayes, zero Nays, and Lyons Absent.

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Councilwoman Higgins urged citizens to serve as Crossing Guard at the schools.
- B. Councilwoman Renaud invited the public to the Band shell on Friday, October 8th at 7pm for fellowship and prayer for the community.

XI. CLOSED SESSION – None.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 7:56 PM
Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 18th, 2021; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Attendance via Zoom Videoconferencing: Deanne Lyons

Council Members in Physical Attendance: Moriah Renaud, Terry Higgins, Megan Johnson, Ann Murphey, Matt Fridley, Lister Florence, Jody Eberly, Robert Kessinger, Stanley Mayberry, Carolyn Bolin, and Victoria Steen.

Council Members Absent: None

Department Directors in Attendance via Zoom Videoconferencing: Finance Director Steffanie Rogers and Recreation Center Director Marci Fairbanks

Department Directors and Other City Officials in Physical Attendance: Assistant Fire Chief Jeff Breen, City Engineer Darin Pryor, Public Works Director Steve Hargis, Environmental Services Director Brady Wilson, City Planner Tom Coots, Police Chief Sean Fagan, Community Development Director Steve Flowers, Parks Director Floyd Jernigan, and City Counselor Carolyn Buschjost.

Mayor Louis Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilperson Matthew Fridley to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS –

- A. Public hearing: Request to allow Conditional Use Permit (CUP) for wireless communications facility. (City Planner Tom Coots) Applicant seeks to construct a wireless communications tower. Mayor Magdits opened the public hearing at 6:42pm. Three emails were read by City Administrator John Butz from citizens, Jana Bramer, Alexander Gilliam, and Marsha Rowland, all opposing the tower. Russell Been was the spokesperson for Collective Solutions. Zach Bachheit, Attorney from St. Louis, was the spokesperson for his client SPA. Chris Dering, a resident of Ward 6 and Student of MS&T, spoke in favor of the tower and its services. The public hearing remains open until the next meeting on November 1st where a draft ordinance will be presented to Council and follow-up questions will be submitted for public record. As currently submitted, the CUP does not meet the height and set back requirements and includes a “crow’s nest” platform in contrast to standard requirements.

- B. Public hearing and Ordinance: Request to rezone 438 W. Little Oaks Rd from the C-2, General Retail district to the RMH, Residential Manufactured Home district. The applicant is seeking to rezone the property to allow for a planned manufactured home to be placed on the property. Mayor Magdits opened the public hearing at 7:42pm. Joshua Humphrey, property owner of 438 W. Little Oaks Road, advised Council that the reason he wants to move in a manufactured home is to better care for his Mother. Ray Schweikhardt of 1342 S. Rolla, spoke in opposition of the mobile home. No other speakers came forward and the public hearing was closed at 7:45pm. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 438 W. LITTLE OAKS FROM THE C-2, GENERAL RETAIL DISTRICT TO THE R-1, SINGLE-FAMILY DISTRICT AND THE RMH, RESIDENTIAL MANUFACTURED HOME DISTRICT. (ZONE21-06)

I. A. 6

- C. Public hearing and Ordinance: Request to rezone 1879 Longview Ln from the R-R, Rural Residential district to the R-1, Single-family district. (City Planner Tom Coots) The applicant is seeking to rezone the property to allow for a proposed minor subdivision to reorganize the platted lots. Mayor Magdits opened the public hearing opened at 7:49pm. There were none that spoke in support nor in opposition of the rezoning and the hearing was closed at 7:49pm. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 1879 LONGVIEW LN FROM THE R-R, RURAL RESIDENTIAL DISTRICT TO THE R-1, SINGLE-FAMILY DISTRICT. (ZON21-07)
- D. Public hearing and Ordinance: Request to rezone vacant property on Old Hwy 66 west of HyPoint Industrial Park Dr. from M-2, Heavy Manufacturing to the C-3, Highway Commercial district. (City Planner Tom Coots) The subject property is owned by the Rolla Community Development Corporation. They have an interested buyer, but the buyers proposed use would require that the property be rezoned. Mayor Magdits opened the public hearing at 7:52pm. There were none that spoke in support nor in opposition of the rezoning and the hearing was closed at 7:53pm. Mayor Magdits expressed concern regarding traffic congestion at the Hwy V interchange. The suggestion was made to require an updated traffic study prior to issuance or building permits. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF A VACANT PROPERTY LOCATED ON OLD HWY 66 (I-44 OUTER ROAD) FROM THE M-2, HEAVY MANUFACTURING DISTRICT TO THE C-3, HIGHWAY COMMERCIAL DISTRICT. (ZON21-08)
- E. Public hearing and Ordinance: Request to rezone 900 Meriweather Ct from the R-1, Single-family district to the GI, Government and Institutional District. (City Planner Tom Coots) This property is owned by the Ozark Rivers Chapter of the National Audubon Society. They propose to construct a pavilion on the property. Mayor Magdits opened the public hearing at 7:58pm. There were none that spoke in support nor in opposition of the rezoning and the hearing was closed at 7:58pm. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 900 MERIWEATHER COURT FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE GI, GOVERNMENT AND INSTITUTIONAL DISTRICT. (ZON21-09)
- F. Public Hearing and Ordinance: Ward Redistricting 2020 Census (Public Works Director Steve Hargis) After each Census, the City is required to evaluate the ward boundaries and adjust them in order to keep the population of each ward as equal as possible within 10 percent. Mayor Magdits opened the public hearing at 8:02pm. There were none that spoke in support nor in opposition of the redistricting and the hearing was closed at 8:02pm. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading by title: AN ORDINANCE AMENDING EXISTING ROLLA CITY CODE SECTION 9-1, PROVIDING FOR REAPPORTIONMENT OF POPULATION OF SAID CITY AND DIVISION OF SAID CITY

INTO WARDS AND DESCRIBING THE BOUNDARIES OF SAID WARDS.

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- A. Nicole Hood – MoDOT State Highway Safety and Traffic Engineer: Buckle Up Phone Down program with proclamation by Mayor Magdits. Ms. Hood presented a campaign encouraging citizens to buckle up and put their phones down while driving a vehicle.

III. OLD BUSINESS

- A. **Ordinance** Authorizing the Mayor to enter into a Missouri Highway & Transportation Commission Amendment to State Block Grant Agreement #2. (Public Works Director Steve Hargis) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: ORDINANCE 4642: 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 CIT OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR AMENDMENT TO STATE BLOCK GRAND AGREEMENT, AMENDMENT #2 (extends the project completion schedule). A motion was made by Bolin and seconded by Murphey to pass the ordinance as written. A roll call vote revealed the followed results: Ayes: Bolin, Higgins, Steen, Fridley, Mayberry, Murphey, Lyons, Johnson, Kessinger, Florence, Eberly, and Renaud. Nays: none. Absent none.
- B. **Ordinance** authorizing the Mayor to enter into a Missouri Highways & Transportation Commission Supplemental Agreement to Airport Aid Agreement. (Public Works Director Steve Hargis) City Counselor Carolyn Buschjost read the ordinance for its final reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO DESIGN AND CONSTRUCT RUNWAY 4/22 REHABILITATION AND EXHIBIT "A" UPDATE. (extends the project completion schedule) A motion was made by Eberly and seconded by Bolin to pass the ordinance. A roll call vote revealed the following results: Ayes: Lyons, Mayberry, Murphey, Bolin, Renaud, Florence, Kessinger, Higgins, Eberly, Johnson, Fridley, and Steen. Nays: none. Absent: none.

IV. NEW BUSINESS

- A. **Ordinance** Authorizing the Mayor to enter into an agreement with Motorola for the purchase of Public Safety portable and mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) This ordinance would allow the Mayor to enter into a contract with Motorola Solutions for the State Procurement purchase of portable and mobile radios for the Police and Fire Departments. ARPA funding will be utilized. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND MOTOROLA SOLUTIONS.
- B. **Ordinance** Authorizing the Mayor to enter into an agreement with Wireless USA for the Installation and programming of the portable and mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) This ordinance will allow the mayor to enter into a contract with Wireless USA for the installation and programming of portable and mobile radios. ARPA funding will be utilized. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING

THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND WIRELESS USA.

- C. Report on Animal Shelter Design Progress. (City Administrator John Butz) Mr. Butz updated Council on the progress relating to the new Animal Shelter. A Final design is anticipated to go out to market in the December/January time frame. Construction is planned for spring/summer 2022 located off Lion's Club Dr. approaching Highway 72.
- D. **Ordinance** allowing a final plat to reconfigure two residential lots: Parker Addition (City Planner Tom Coots) The applicant has also submitted a request to rezone the property to the R-1, Single-family district. Lot 2 shown on the proposed plat was found to not meet the minimum lot size requirements for the R-R, Rural Residential district. The plat cannot be approved by Council unless Lot 2 is rezoned. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF PARKER ADDITION. (SUB 21-5)
- E. Presentation of Pine Street/Downtown circulation study (Public Works Director Steve Hargis) Mr. Hargis presented the executive summary of the Move Rolla TDD Pine Street/Downtown Circulation Study done by HNTB Corporation. Kip Strauss presented a Power Point to present the conclusions from the study.

V. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to allow the purchase of 1000 refuse carts from Schaefer Carts-\$59,809.75. (Environmental Services Director Brady Wilson) Quotes were recently requested for the purchase of 1000 poly-carts. Mr. Wilson requested the purchase of the Schaefer Carts (currently in use) for a total price of \$59,809.75. A motion was made by Bolin and seconded by Kessinger to allow the purchase as requested. A voice vote unanimously carried as submitted.
- B. **Motion** to allow the purchase of new refuse collection truck-\$358,969.00. (Environmental Services Director Brady Wilson) This is a request for a second automated collection truck. It was recommended to use the Sourcewell (formerly NJPA) Contract Pricing as was done for the first truck. Armor Equipment of Arnold, Mo along with Heil Environmental hold the Sourcewell contract for this equipment. It was recommended to use the Sourcewell contract to purchase the truck. A motion was made by Bolin and seconded by Kessinger to allow the purchase. A voice vote unanimously carried to approve as submitted.
- C. **Motion** to allow the purchase of a Britespan Building System Structure for salt storage-\$51,264.56. (Public Works Director, Steve Hargis) Bids were sought for a Britespan Building System Structure used to store salt for use of snow and ice management. It was requested to award the bid for \$51,264.56 utilizing Sourcewell Contract #091319-BRT. Sourcewell is a competitive solicitation service for public agency members. A motion was made by Murphey and seconded by Johnson to approve the purchase. A voice vote unanimously carried to approve as submitted.

VI. CITIZEN COMMUNICATION

VII. MAYOR/CITY COUNCIL COMMENTS

- A. City Council agenda preparation process (Councilperson Victoria Steen) A motion was made by Steen and seconded by Lyons to create an ordinance outlining the exact process of how an agenda is made. A

roll call vote revealed the following: Ayes: Steen, Renaud, Lyons, and Florence. Nays: Murphey, Higgins, Mayberry, Bolin, Johnson, Kessinger, Fridley, and Eberly. Motion failed.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION – Closed Session Pursuant to RSM0 610.021 (1) for legal actions/legal work product. At 9:34pm, a motion was made by Johnson and seconded by Fridley to go into closed session. A roll call voted revealed the following. Ayes: Murphey, Lyons, Mayberry, Bolin, Renaud, Kessinger, Higgins, Eberly, Florence, Fridley, and Johnson. Nays: Steen objected on the reason that if any litigation comes from the meeting she does not want to be held liable.

At 10:20pm Council came out of closed session. Counselor Carolyn Buschjost stated the entire Council was in closed session and no final action was taken.

X. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 10:20pm
Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

Council Workshop
Wednesday, October 20th, 2021
3rd Floor Conference Room
Rolla City Hall, 901 N. Elm St., Rolla, MO
5:30 pm

Councilmembers Present: Stanley Mayberry, Victoria Steen, Robert Kessinger, Moriah Renaud, Lister Florence, Megan Johnson, Carrolyn Bolin, Jodi Eberly, Terry Higgins,

Absent: Matt Fridley, Carrolyn Bolin, and Deanne Lyons

Other City Officials Present: Mayor Louis J Magdits IV, City Administrator John Butz, Public Works Director Steve Hargis, City Engineer Darin Pryor, Police Chief Sean Fagan, Centre Recreation Director Marcie Fairbanks, Parks Director Floyd Jernigan, Finance Director Steffanie Rogers, Assistant Fire Chief Jeff Breen, and City Counselor Carolyn Buschjost

- I. Discussion on ARPA (American Rescue Plan Act)
 - A. Goals & Priorities:
 - B. City of Rolla Allocation \$4.02M – eligible uses:

City Administrator John Butz, reviewed the preliminary plan and methodology on the purpose and use of ARPA (summarized as follows):

The American Rescue Plan Act was signed into law on March 11, 2021 issuing direct federal aid to counties and municipalities. The City of Rolla will receive \$4,122,681.00 and Phelps County will receive \$8,657,783.00. The “Coronavirus State and Local Fiscal Recovery Funds” provide local governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the Country recovers. Recipients may use these funds to support public health expenditures, address negative economic impacts, replace lost public sector revenue, provide premium pay for essential workers, and invest in water, sewer, and broadband.

The US Treasury will not provide specific approval as to how funds can be spent so they are looking to local government to prioritize funding of eligible projects. However, there are specific items that are ineligible.

While ARPA funding has a four-year window to obligate funds it is not sustained funding. Planned expenditures should be carefully assessed to provide the most direct impact on COVID-relief and stimulating of the economy while not adding long-term financial obligations (i.e., shouldn't incur staffing, maintenance, replacement obligations that are not sustainable).

Potential Rolla Projects will be considered in two rounds. The first round will be used to off-set Covid related decreases in revenues and Infrastructure Investment for an estimate of \$2,810,000. Round 2 will be discussed and will require community engagement.

I.A.11

City Administration will prepare a plan and methodology for how to use the ARPA funds for Council consideration. Council approval of the Plan and funding is required.

Minutes respectfully submitted by Lorri Thurman, City Clerk

Lorri Thurman, City Clerk

Louis J. Magdits IV, Mayor

I.A.12

-
**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

ITEM/SUBJECT: Utility Easement for the Country Trace Subdivision

BUDGET APPROPRIATION: \$

DATE: 11/01/21

COMMENTARY:

City staff is requesting a motion to accept the attached utility easement from the DAK Development, LLC. This easement is for a redesigned sanitary sewer main.

I.B.1

SANITARY SEWER EASEMENT

Date of Document: _____

Grantor: **DAK Development, LLC**

Grantee: **City of Rolla**

Mailing Address: **901 N. Elm Street, Rolla, MO 65401**

Legal Description: **Page 2**

Reference Book and Page(s): **2021-0883**

I.B.2

SANITARY SEWER EASEMENT

THIS INDENTURE, Made on the 14 day of October, 2021, by and between DAK Development, LLC, Grantor, and the City of Rolla, Missouri, Grantee:

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

DESCRIPTION

A 10.0 feet wide Sanitary Sewer Easement situated in Country Trace Subdivision in the City of Rolla, Phelps County, Missouri described as follows: Commencing at the Northwest corner of Lot 1 of said Country Trace Subdivision; thence South 00°37'15" West, 15.00 feet along the West line of said Lot 1 to the Point of Beginning; thence continue South 00°37'15" West, 10.00 feet along said West line; thence North 89°59'21" East, 575.89 feet to the East line of Lot 7 of Country Trace Subdivision; thence North 14°01'42" East, 10.31 feet along said East line; thence South 89°59'21" West, 578.28 feet to the Point of Beginning.

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

IN WITNESS WHEREOF, the Grantors have set their hands this 14 day of Oct, 2021.

Dilek Acar
Dilek Acar

10-14-2021
Date

STATE OF MISSOURI)
) SS
COUNTY OF Phelps)

On this 14 day of October, 2021, before me personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Katrina L. Heitman
Notary Public



My Commission Expires: Jan. 18, 2025

IN WITNESS WHEREOF, the Grantors have set their hands this 14 day of October 2021.

Kimmy Auxier
Kimmy Auxier

10/14/21
Date

STATE OF MISSOURI)
) SS
COUNTY OF Phelps)

On this 14 day of October, 2021, before me personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Katrina L. Heitman
Notary Public



My Commission Expires: Jan 18, 2025

IN WITNESS WHEREOF, the Grantors have set their hands this 14 day of Oct, 2021.

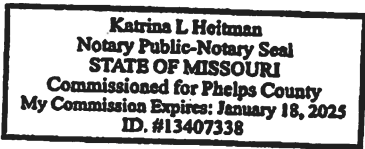
Angela Nappier _____ Date 10/14/2021

STATE OF MISSOURI)
) SS
COUNTY OF Phelps)

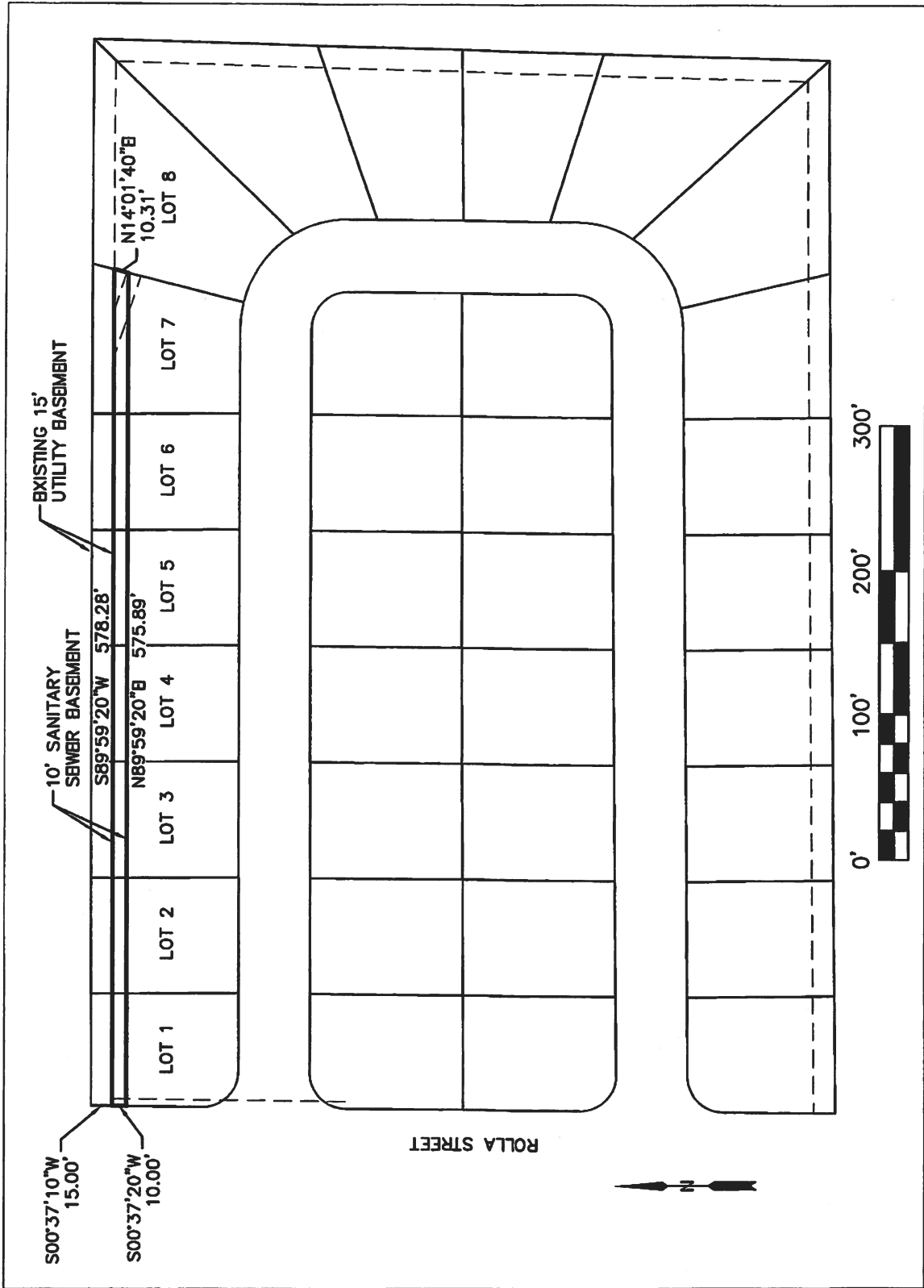
On this 14 day of October, 2021, before me personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Katrina L. Heitman
Notary Public



My Commission Expires: Jan 18, 2025



I.B.7



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Discussion

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

MEETING DATE: November 1, 2021

Application and Notice:

Applicant - Russel Been or Collective Solutions, LLC
Owner - Barry Dunnigan of B Dunnigan Tours, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant seeks to construct a wireless communications tower. The tower is proposed to be 95 feet tall, plus 5 foot lightning rod, monopole design, and have a fenced area for ground equipment. The Wireless Communications Facilities Code was adopted in 2019. The new code provides allowances for "small-cell" technology and disguised facilities. Any other type of wireless communications not excepted requires a Conditional Use Permit, including the more traditional towers such as is proposed.

The City Council voted to continue the public hearing for this request at their September 20 meeting to allow for the Planning and Zoning Commission to conclude their review. The City Council held the public hearing at the October 18, 2021 meeting.

Property Details:

Current zoning - C-3, Highway Commercial
Proposed use - Wireless Communications Tower
Land area - Lease area: About 9,800 sq. ft. of 1.7 acre lot

Public Facilities/Improvements:

Streets - The subject property has frontage on Old St. James Rd, a major arterial road.
Sidewalks - A sidewalk is located adjacent to the property along Old St. James Rd.
Utilities - The property is already served by all needed utilities.

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

H.A.1

Discussion:

The proposed tower would be located in a predominantly industrial area. The equipment area is proposed to be fenced and screened. Due to the height, the tower would be visible from a distance. The proposed location is about 350 feet from the nearest residence and from the Truman Elementary School property.

The following standards for review (paraphrased) apply to Conditional Use Permits. The Council should find that the standards are met, or could be met with the imposition of conditions of approval.

1. Complies with all applicable provisions of the district regulations.
2. No significant impact to traffic and safety.
3. Consistent with neighborhood in scale, intensity, and impact.
4. Adequate utility, drainage, etc. infrastructure proposed/existing.
5. Negative impacts are mitigated.

The CUP does appear to meet the minimum standards for a Conditional Use Permit application, however, the Wireless Communications Facilities Code also does require that the following standards be met:

1. That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division.
2. That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values.
3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located.
4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

The Wireless Communications Facilities Code also states that "No Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility."

The Wireless Communications Facilities Code also does specifically require a paved access and requires that any tower meet a “fall zone” setback from all property lines, rights-of-way, streets, sidewalks, buildings, and parking areas. The applicant is requesting an exception from these requirements for this application due to the site specific circumstances.

The “fall zone” setback may be excessive for applying to buildings and parking areas within the subject property. The “fall zone” for this tower would also include buildings and property on an adjacent property and the sidewalk and right-of-way of Old Saint James Rd. The tower is proposed about 64 feet from the nearest building; about 25 feet from the closest property line; and about 87 feet from the Old Saint James Rd right-of-way. No residential structures are located in the “fall zone”. However, all towers are required to be designed and constructed to meet the minimum requirements of the International Building Code. The IBC will require that the tower be designed to withstand a 106 mph wind, as are all commercial buildings and structures within the city.

The “fall zone” setback may be reduced by granting an exception, however, the City Council also has the option of requiring that the setback be reviewed by the Board of Adjustment. Board of Adjustment review may be the most appropriate way to approve the setback reduction.

The general requirements in the Wireless Communications Facilities regulations also reference tower height. The code states that towers may exceed the zoning district regulations (64 feet in the C-3, Highway Commercial district) “only where shown to be necessary, provided that no reasonable and feasible alternative exists.”

Much testimony was received at the Planning and Zoning Commission meetings. Several residents and the representative of the tower on which the applicants’ current customer are currently located. Some opposition included testimony about the negative health impacts of such a tower and the proximity to the elementary school and residential neighborhood. State statutes specifically prohibit municipalities from considering the health impacts of telecommunications towers. Such issues are regulated by the Federal Communications Commission. Any telecommunications facility is required to meet FCC requirements.

Other testimony indicated that there may not be a need for the proposed tower, being located only about 1,300 feet from the current location. State statutes also prohibit municipalities from basing their decisions on the business decisions made by the applicant. The applicant is presumed to be assured that the tower is needed for the business.

State statues also require that the municipality act on an application within 120 days of the application date. The CUP was submitted on August 10, 2021.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on September 14, 2021 and voted to continue the deliberations to their October 12, 2021 meeting. At the October 12 meeting the Planning and Zoning Commission voted 4-0 to recommend approval of the request with the following conditions:

1. The Conditional Use Permit is granted only to allow the proposed tower and fenced area.
2. The gravel access area is permitted, however, the driveway must be paved within the right-of-way to prevent gravel from leaving the property. (NOTE: The applicant stated that they are now willing to pave the driveway. This condition is recommended to be removed)
3. The reduction in the tower setbacks are permitted, however, the tower must be designed and constructed to meet the minimum building codes.
4. A copy of all required FAA and FCC permits be submitted for the file.
5. Security fencing and systems must be maintained for the duration of the use.

Additional Information:

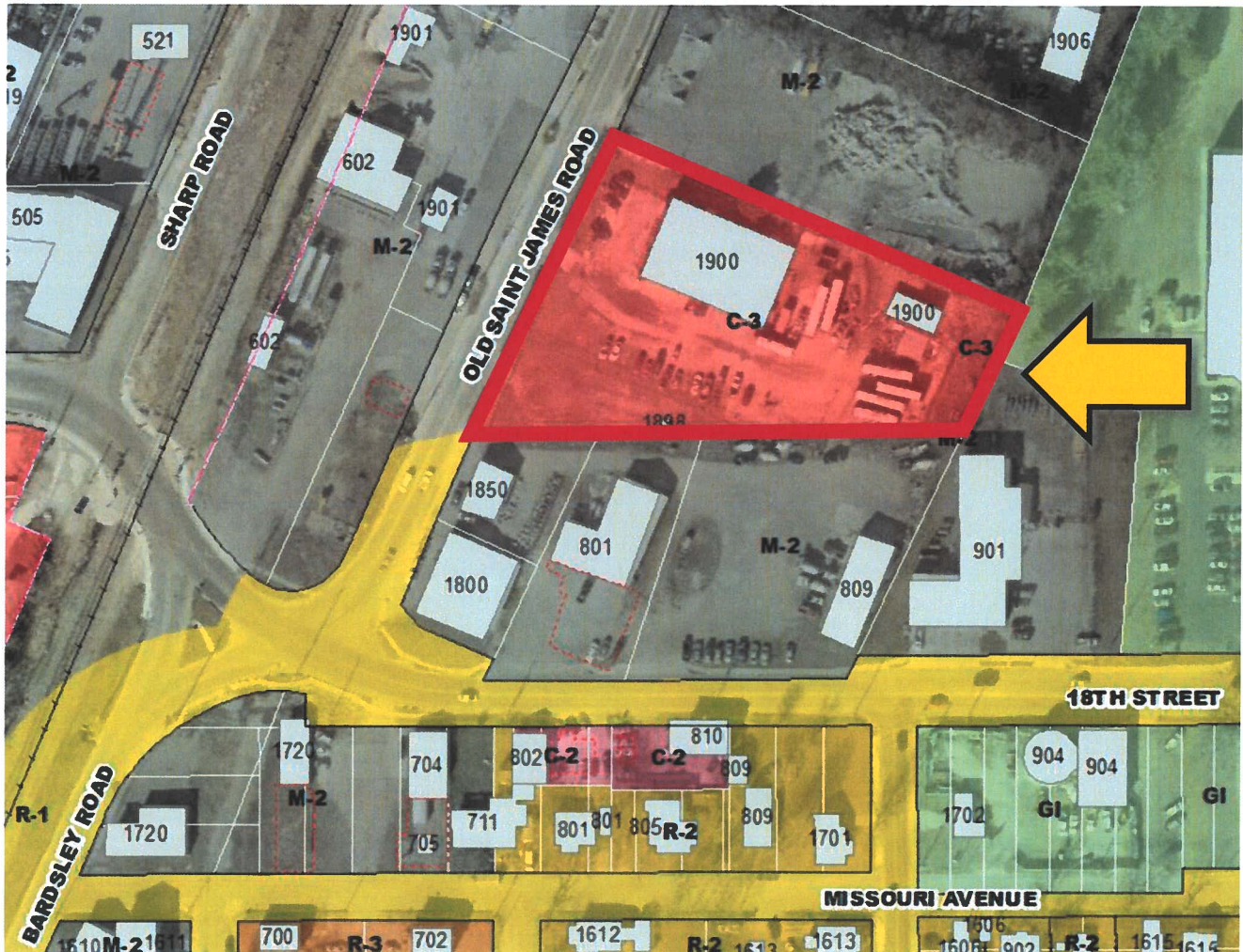
Due to the nature of the request, discussion by the City Council is needed to be able to prepare an ordinance to approve the request, if so directed by City Council.

Prepared by:

Tom Coats, City Planner

Attachments:

Public Notice Letter; Letter of Request; Site Plan; Location Map; Excerpts from Wireless Communications Facilities regulations



Project Information:	Public Hearings:	For More Information Contact:
<p>Case No: CUP 21-02 Location: 1900 Old Saint James Rd Applicant: Russell Been of Collective Solutions, LLC</p> <p>Request: CUP to allow a telecommunications tower in the C-3, Highway Commercial district</p>	<p>Planning and Zoning Commission September 14, 2021 5:30 PM City Hall: 1st Floor</p> <p>City Council September 20, 2021 6:30 PM City Hall: 1st Floor</p>	<p>Tom Coots, City Planner tcoots@rollacity.org</p> <p>(573) 426-6974 901 North Elm Street City Hall: 2nd Floor 8:00 – 5:00 P.M. Monday - Friday</p>

II.A.5



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.



EXCERPTS FROM WIRELESS COMMUNICATIONS FACILITIES CODE

Sec. 42-396. Purpose.

Statement of Purpose. The general purpose of this Division 22 ("Division") is to regulate the placement, construction, and modification of telecommunications Wireless Communications Facilities to protect the health, safety, and welfare of the public, while at the same time not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the City of Rolla. Specifically, this Division is intended to:

Provide for the appropriate location and development of telecommunications facilities and systems to serve the citizens and businesses of the City of Rolla;

Minimize adverse visual impacts of Wireless Communications Facilities through careful design, siting, landscape screening, and innovative camouflaging techniques that provide predictability for nearby property owners and others that future uses will not materially alter such approved aesthetic protections without zoning hearing procedures and input from interested parties;

Ensure that any new Wireless Communications Facilities are compatible with the neighborhood or surrounding community to the extent possible; and

Ensure that regulation of Wireless Communications Facilities does not have the effect of prohibiting the provision of personal wireless services, does not unreasonably discriminate among functionally equivalent providers of such service and promotes the provision and availability of communication services within the City, and is no more burdensome than regulations applied to other types of infrastructure deployments.

Applicability; preemption. Notwithstanding any ordinance to the contrary, the procedures set forth in this Division shall be applicable to all Wireless Communications Facilities existing or installed, built, or modified after the effective date of this Division to the fullest extent permitted by law. No provision of this Division shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this Division is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.

Sec. 42-397. Definitions.

As used in this Division, the following terms shall have the meanings and usages indicated:

Accessory Use: Any use authorized herein that exists in addition to the principal use of the property.

Antenna: Any device that transmits and/or receives wireless radio waves for voice, data, or video communications purposes including, but not limited to, television, AM/FM radio, texts, microwave, cellular telephone, and similar forms of communications. The term shall exclude satellite earth station antenna less than two meters in diameter (mounted within 12 feet of the ground or building-mounted) and any receive-only home television antenna.

Disguised Support Structure: Any freestanding, artificial structure designed for the support of Antenna, the presence of which is camouflaged or concealed as an appropriately placed and designed architectural or natural feature. Depending on the location and type of disguise used, such concealment may require placement underground of the utilities leading to the structure. Such structures may include but are not limited to clock towers, campaniles, observation towers, light standards, flagpoles, and artificial trees. For purposes of this

definition, a structure "camouflaged or concealed as an appropriately-placed and designed architectural or natural feature" shall mean:

It is consistent with and contributes to and does not detract from the character and property values and use of the area and neighborhood in which it is located;

It does not contain distorted proportions, size, or other features not typically found on the type of structure or feature to which it is designed to replicate;

It cannot be identified as a Support Structure by persons with reasonable sensibilities and knowledge;

Its equipment, accessory buildings, or other aspects or attachments relating to the Disguised Support Structure are wholly concealed using a manner consistent with and typically associated with the architectural or natural structure or feature being replicated; and

It is of a height, design, and type that would ordinarily occur at the location and neighborhood selected.

Fast-Track Small Wireless Facility or Fast-Track: A Small Wireless Facility that meets the following requirements for an Antenna and associated equipment:

No more than seven cubic feet in volume (comprised of no more than 27 square feet of exterior surface area, excluding the surface width equal to the width of the Existing Structure or Utility Pole to which it is mounted, on an imaginary enclosure around the perimeter thereof, excluding cable or cable conduit of four inches or less). Volume shall be the measure of the exterior displacement of the Antenna and associated equipment;

Located with the consent of the owner on an Existing Structure or Utility Pole, or concealed within or on a replacement Utility Pole if appearance is not materially altered and the replacement Existing Structure or Utility Pole is no more than five feet taller;

Not exceeding six feet above the top of an Existing Structure or Utility Pole for a total height not exceeding 50 feet nor taller than more than six feet above the average of similar poles within 300 feet.

Height: The vertical distance measured from the center location of measurement at ground level to its highest point and including the main structure and all attachments thereto.

Small Wireless Facility: Antennas and associated equipment that meet the following:

Each Antenna could fit within an enclosure of no more than six cubic feet in volume; and

All other associated equipment, to the extent permitted by applicable law to be calculated, of cumulatively no more than 28 cubic feet in volume; provided that no single piece of equipment on the Authority Pole shall exceed nine cubic feet in volume, and no single piece of ground mounted equipment shall exceed 15 cubic feet in volume.

Support Structure: A Tower or Disguised Support Structure.

Tower: A structure designed for the support of one or more Antenna and including guyed towers, self-supporting (lattice) towers, or monopoles, but not Disguised Support Structures, Utility Poles, or buildings. The term shall also not include any Support Structure that includes attachments of 50 feet or less in height owned and operated solely for use by an amateur radio operator licensed by the FCC.

Wireless Communications Facility: Any Antenna, Small Wireless Facility, Fast Track, Cabinet, Shelter, and Support Structure and associated equipment.

Sec. 42-398. Application Procedures; Timing.

Applications. Applications for permitted, administrative, or conditional uses pursuant to this Division shall be subject to the supplementary procedures in this Division. Applications shall be submitted to the City as a complete application on forms provided by the City. A "complete application" shall be an application submitted on the forms provided by the City, fully executed by the applicant, identifying the specific approval sought, and containing all attachments, fees as may be established to reimburse the City for its inspection and review costs, and information as required thereon or by the City, consistent with this Division. Applications shall be accompanied by a building permit application and other applicable forms.

Proof of Owner Consent. Applications for permitted, administrative, or conditional uses pursuant to this Division shall be required to provide proof of owner consent, which shall minimally include:

Written consent to pursue the application by all fee simple owners of the underlying real estate (or where located in street rights-of-way, the rights-of-way owner thereof), including when the proposed location is also in a utility easement; and

Written consent to pursue the application of the owner of the structure on which such Facility is to be placed, if different than applicant.

Timing. Applications shall be decided upon within a reasonable time, subject further to state or federal specific additional time requirements as may apply to the particular application.

Opportunity to Cure. In case of a denial, the applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 30 days of resubmission and limit its review to the deficiencies cited in the original denial.

Sec. 42-399. General Requirements.

Applicability. The requirements set forth in this Division shall be applicable to all Wireless Communications Facilities within the City installed, built, or modified after the effective date of this Division to the full extent permitted by law. Such zoning review and approvals required in this Division shall be in addition to any other generally applicable permitting requirement, including applicable building, excavation, rights-of-way, or other permits or approvals.

Principal or accessory use. Towers may be either a principal or accessory use in all non-residential zoning districts, subject to any applicable requirement relating to yard or setback. An accessory use subject to a leasehold interest of a person other than the lot owner may be approved for a Tower only if the leasehold area separately meets all requirements for a separate subdivided lot, including dedicated access, parking, setbacks, and lot size, applicable to a principal use in the district in which the use is proposed as if it was a separate subdivided lot. No other district shall allow Towers unless required by law. All other Wireless Communications Facilities and Utility Poles other than Towers, may be a principal or accessory use in all districts subject to the requirements herein.

Building codes, safety standards, and zoning compliance. Wireless Communications Facilities shall be constructed and maintained in compliance with all standards contained in applicable state and local building codes. A certified engineer's structural report shall be required for all applications to construct a new or modify, or any way alter, a Support Structure, a Utility Pole, or Antenna, including Small Wireless Facility and Fast Track, unless waived upon application to the Director stating why such report is unnecessary to the specific application and a determination in the discretion of the Director approving such statement. In addition to any other approvals required by this Division, no Wireless Communication Facility or portion thereof, except for a

modification under 47 U.S.C. § 1455(a), shall be erected, replaced, or expanded prior to receipt of a Certificate of Zoning Compliance, unless otherwise required by law, and the issuance of a Building Permit. For sites within City rights-of-way, (1) the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map, (2) Wireless Communications Facilities shall be installed and maintained as not to obstruct or hinder the usual travel or public safety on the rights-of-way or obstruct the legal use of such rights-of-way by authorities or authorized rights-of-way users; and (3) such use shall be required to obtain applicable permits and comply with the City's ROW management rules and regulations set forth in Article III of Chapter 36.

Regulatory compliance. All Wireless Communications Facilities shall meet or exceed current standards and regulations of the FAA, FCC, and any other local, state, or federal agency with the authority to regulate Wireless Communications Facilities, and including all required licenses, permits, and taxes applicable to such structure and/or modification. Should such standards or regulations be amended, then the owner shall bring such devices and structures into compliance with the revised standards or regulations within the time period mandated by the controlling agency. No approval for any placement, construction, or modification of any Wireless Communications Facilities permitted by this Division shall be granted for any applicant having an uncured violation of this Division, any zoning regulation regarding the lot on which the structure is proposed, or any other governmental regulatory, licensing, or tax requirement applicable to such Wireless Communications Facilities within the City unless preempted by applicable law. Modifications under 47 U.S.C. § 1455(a) shall be approved without regard to zoning regulations regarding the lot on which the modification is proposed.

Security. All Wireless Communications Facilities shall be protected from unauthorized access by appropriate security measures. A description of proposed security measures shall be provided as part of any application to install, build, alter, or modify Wireless Communications Facilities. Additional measures may be required as a condition of the issuance of a Building Permit as deemed necessary by the Director or by the City Council in the case of a Conditional Use Permit.

Lighting. Antenna, Small Wireless Facilities, Fast Track, and Support Structures shall not be lighted unless required by the FAA or other state or federal agency with authority to regulate, in which case a description of the required lighting scheme will be made a part of the application to install, build, alter, or modify the Antenna, Small Wireless Facilities, Fast Track, or Support Structure. Lighting may also be approved as a consistent component of a Disguised Support Structure. Equipment Cabinets and Shelters may have lighting only as approved by the Director or City Council on the approved site plan.

Advertising. Except for a Disguised Support Structure in the form of an otherwise lawfully permitted sign, the placement of advertising on Wireless Communications Facilities is prohibited other than on-premises signage of not greater than one square foot on ground equipment or required safety signage.

Design.

Color. Subject to the requirements of the FAA or any applicable state or federal agency, Wireless Communications Facilities and attachments shall be painted a neutral color consistent with the natural or built environment of the site or an alternative painting scheme approved by the Director, or the City Council in the case of Conditional Use Permits, consistent with the requirements of this Division.

Ground equipment. When authorized, equipment Shelters, or Cabinets shall have an exterior finish reasonably compatible with the natural or built environment of the site and shall also comply with any design guidelines as may be applicable to the particular zoning district in which the facility is located unless not feasible. All ground equipment shall be either placed underground, contained in a single Shelter or Cabinet, or concealed within a building or approved walled compound.

Height. Support Structures and Antenna shall not exceed the height limitation of any airport overlay zone as may be adopted by the City or other regulatory agency. Support Structures and Utility Poles may exceed underlying zoning district height restrictions for buildings and structures only where shown to be necessary, provided that no reasonable and feasible alternative exists. To the extent permitted by applicable law, district height restrictions shall be considered by the City in determining the appropriateness of the design and location of the application under the applicable standards for approval. No Support Structure shall be approved at a height exceeding 120 feet AGL unless the applicant clearly demonstrates that such height is required for the proper function of the applicant's system.

Monopole design. All Towers shall be of a monopole design. Lattice, guyed Towers, or other non-monopole Tower designs shall not be permitted.

Compound walls/landscaping. All Towers shall be surrounded by a minimum of a six-foot high decorative wall constructed of brick, stone, or comparable masonry materials and a landscape strip of not less than ten feet in width and planted with materials, which will provide a visual barrier to a minimum height of six feet. The landscape strip shall be exterior to any security wall. In lieu of the required wall and landscape strip, an alternative means of screening may be approved by the Director, or by the City Council in the case of a Conditional Use Permit, upon demonstration by the applicant that an equivalent degree of visual screening will be achieved. Landscaping or other improvements may be required for Disguised Support Structures if needed to implement an approved disguise.

Setbacks. All Support Structures, including any portions of any Wireless Communications Facilities thereon and associated structures, fences, and walls (except for parking associated with the Wireless Communications Facility) shall be separated from any rights-of-way, sidewalk or street, alley, parking area, playground, or other building, and from the property line of any adjacent property at least a horizontal distance equal to the height of the Support Structure, including any portions of any Wireless Communications Facilities thereon.

Storage. Vehicle or outdoor storage on any Wireless Communications Facilities site is prohibited, unless otherwise permitted by the zoning district.

Parking. One hard-surfaced parking spot per Support Structure for periodic maintenance and service shall be provided.

Sec. 42-400. Permitted Use.

Permitted use. The placement of Wireless Communications Facilities fully conforming with the applicable General Requirements in this Division are permitted in all zoning districts ...

Sec. 42-402. Conditional Use Permit.

Conditional Use Permit Required. All proposals to construct or modify a Wireless Communications Facilities not permitted by Section 42-400 or Section 42-401 or not fully complying with the General Requirements of this Division and except for modifications under 47 U.S.C. § 1455(a) which must be approved, shall be permitted only upon the approval of a Conditional Use Permit authorized consistent with Division 16 of Chapter 42 following a duly advertised public hearing, subject to the following additional requirements, procedures, and limitations:

Applications. Applications for Conditional Use Permits shall be filed on such forms required by the Director and processed subject to the requirements of and in the manner established by applicable law, herein, and for Conditional Use Permits in the Zoning Code and, in addition to such other requirements, shall be accompanied by a deposit of \$1,500.00, to the extent permitted by applicable law to the specific Wireless Communications Facility. Any amount not used by the City shall be refunded to the applicant upon written request after a final

decision. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application.

Decision and findings required. A decision shall be contemporaneously accompanied by substantial evidence supporting the decision, which shall be made a part of the written record of the meeting at which a final decision on the application is rendered. Evidence shall be under oath and may be submitted with the application or thereafter or presented during the public hearing by the applicant or others.

Additional minimum requirements. No Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

Findings required. In addition to the determinations or limitations specified herein and by the applicable provisions of Division 16 of Chapter 42 of this Zoning Code for the consideration of Conditional Use Permits, no Conditional Use Permit shall be approved by the City Council unless findings in the affirmative are made that the following conditions exist:

That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;

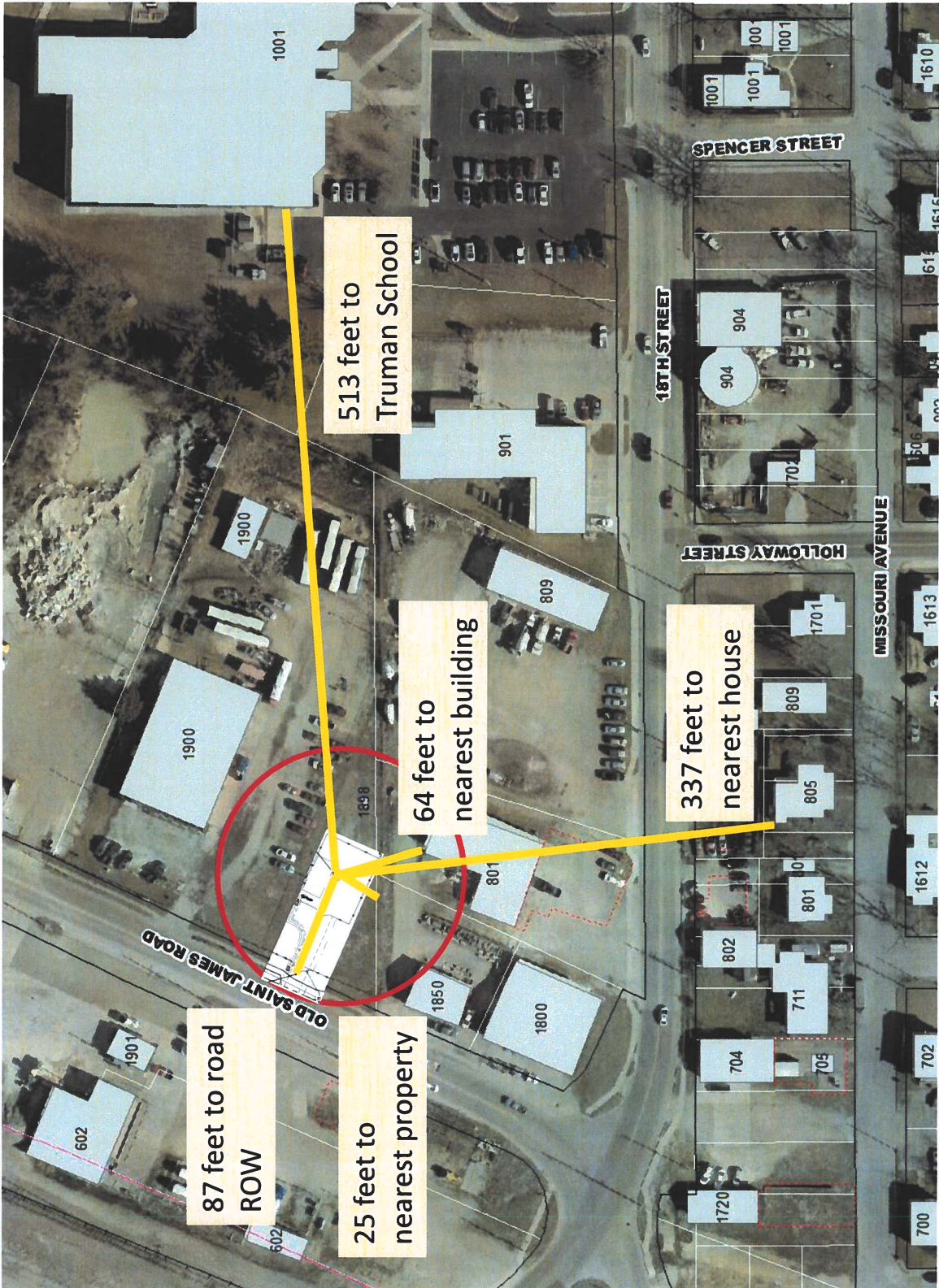
That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;

That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located; and

That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

Sec. 42-406. Appeals.

The procedures of the Board of Adjustment, pursuant to Division 21 of Chapter 42 shall govern appeals by any aggrieved person of a final action of any City Officer, employee, board, commission, or the City Council that are claimed by an aggrieved person to be unlawful or an unconstitutional taking of property without compensation. To the fullest extent permitted by law, the review procedures of Board of Adjustment, pursuant to Division 21 of Chapter 42 shall be exhausted before any action may be filed in any court against the City or its officers, employees, boards, officials or commissions. Nothing herein shall be deemed to unlawfully limit any remedy that is required to be available as a matter of law.



I.A.13

PLANS PREPARED FOR:

Parallel
15105 JOHN J. DELANEY DRIVE
SUITE 0-3
CHARLOTTE, NC 28277

**T-SQUARED
SITE SERVICES**
2500 HIGHLAND ROAD, SUITE 201
HERMITAGE, PA 16148
724-308-7855
WWW.T-SQ.COM

ENGINEERING LICENSE # 3541

THIS DOCUMENT IS THE PROPERTY OF T-SQUARED AND SHALL BE LOANED TO THE CLIENT FOR THE PROJECT ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF PARALLEL INFRASTRUCTURE.

REVISIONS:	DESCRIPTION	DATE	BY	REV.
ISSUED FOR REVIEW		8/2/21	TJE	0
REVISED ZDS		9/14/21	TJE	1
REVISED ZDS		10/05/21	LW	2

PROJECT INFO:

SITE NAME:
ROLLA

PI # : PIMO632

FA # : 15456793

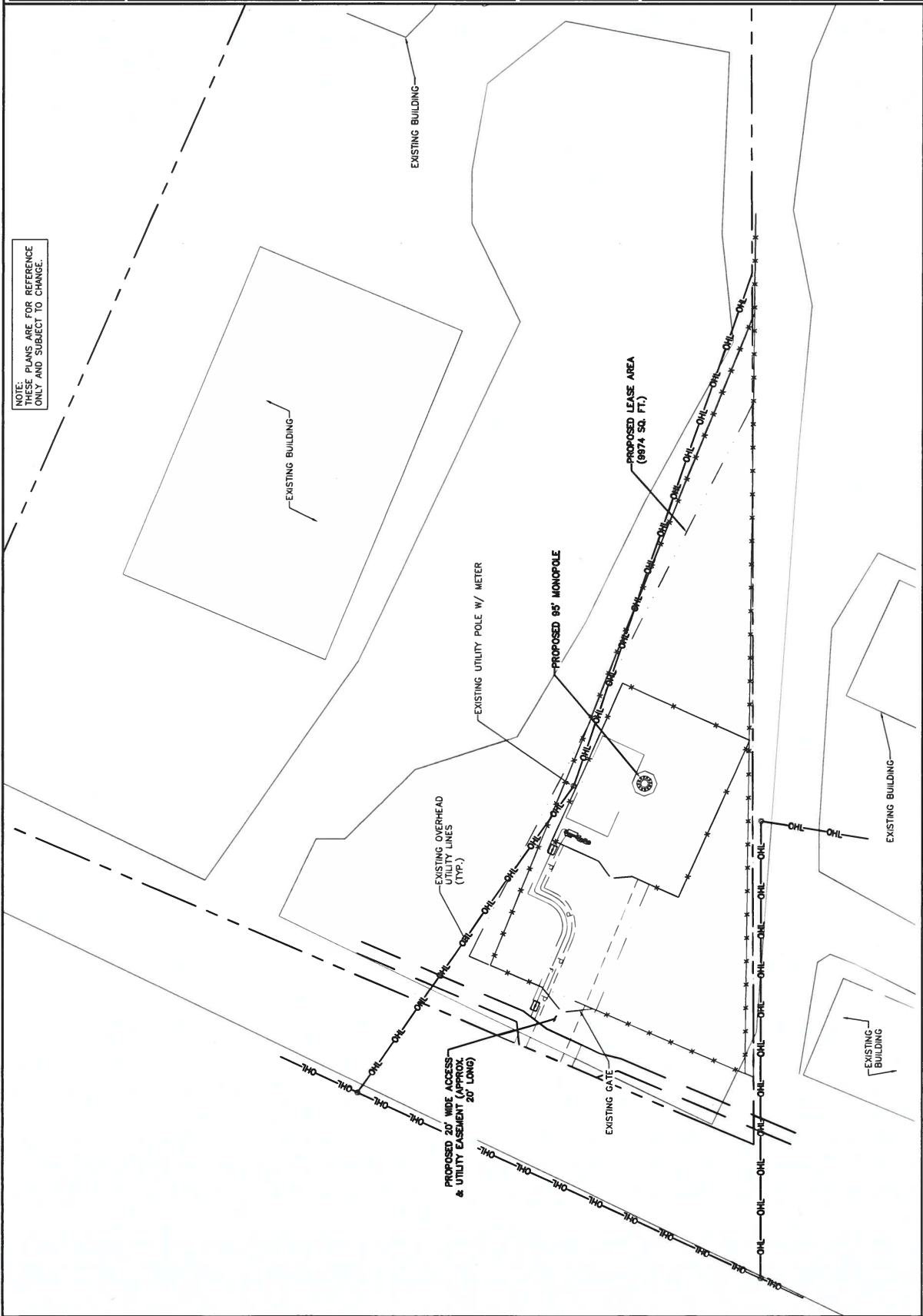
1900 OLD ST JAMES RD
ROLLA, MO

PROPOSED
95' MONOPOLE TOWER

37.958550° -91.762672°

SHEET NUMBER	0
REV.	
46299	

NOTE:
THESE PLANS ARE FOR REFERENCE
ONLY AND SUBJECT TO CHANGE.



1" = 30'
PLAN VIEW

II.A.15

PLANS PREPARED FOR:

Parallel

1505 JOHN J. DELANEY DRIVE
SUITE 0-3
CHARLOTTE, NC 28277

T-SQUARED
SITE SERVICES
2500 HIGHLAND ROAD, SUITE 201
HERMITAGE, PA 16148
724-306-7855
www.t-squared.com

ENGINEER: [REDACTED] & [REDACTED]

DESIGNER: [REDACTED]

REVISION	DESCRIPTION	DATE	BY	REV.
ISSUED FOR REVIEW		8/12/21	IE	0
REVISED ZDS		9/16/21	IE	1
REVISED DS		10/05/21	LW	2

THIS DOCUMENT IS THE PROPERTY OF PARALLEL INFRASTRUCTURE AND SHALL BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF PARALLEL INFRASTRUCTURE.

PROJECT INFO:

SITE NAME:
ROLLA

PI # : PIMO632
FA # : 15456793

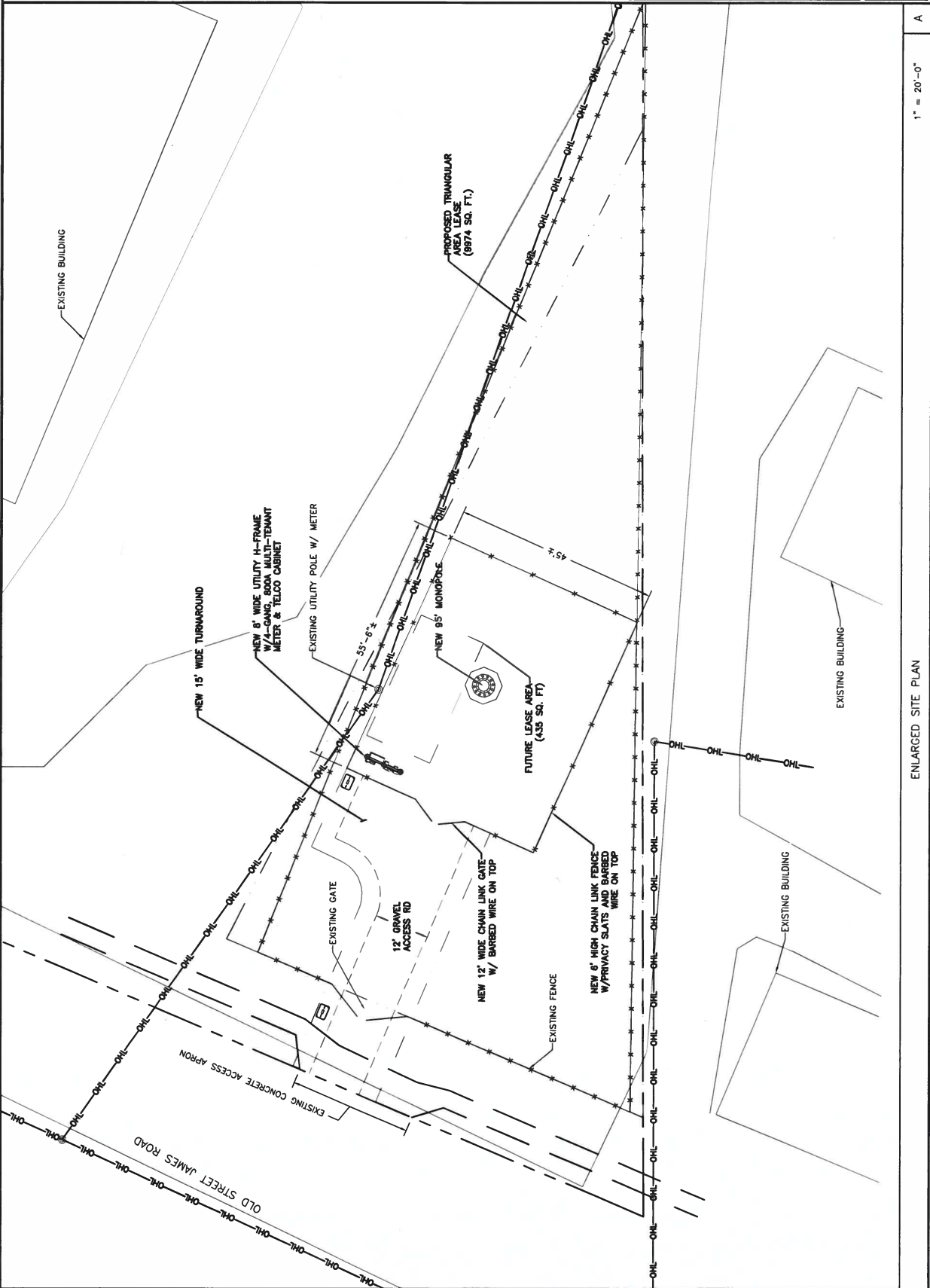
1900 OLD ST JAMES RD
ROLLA, MO

PROPOSED
95' MONOPOLE TOWER

37.958550° -91.762672°

SHEET NUMBER: 0
46299

ZD-2



II.A.16

PLANS PREPARED FOR:

Parallel

15105 JOHN J. DELANEY DRIVE
SUITE 0-3
CHARLOTTE, NC 28277

**T-SQUARED
SITE SERVICES**
2500 HIGHLAND ROAD, SUITE 201
HERMITAGE, PA 16148
724.398.7955
www.t-sqr.com

CONTRACT: 2012-00000000000000000000
ENGINEERING LICENSE & NO.:

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF PARALLEL. NO PARTS OF THESE PLANS OR SPECIFICATIONS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN CONSENT OF PARALLEL.

REVISIONS:	DESCRIPTION	DATE	BY	CHK.
ISSUED FOR REVIEW		8/12/21	IE	0
REVISED ZPS		9/14/21	IE	1
REVISED ZPS		10/15/21	LW	2

PROJECT INFO:

SITE NAME:
ROLLA

PI # : PIMO632

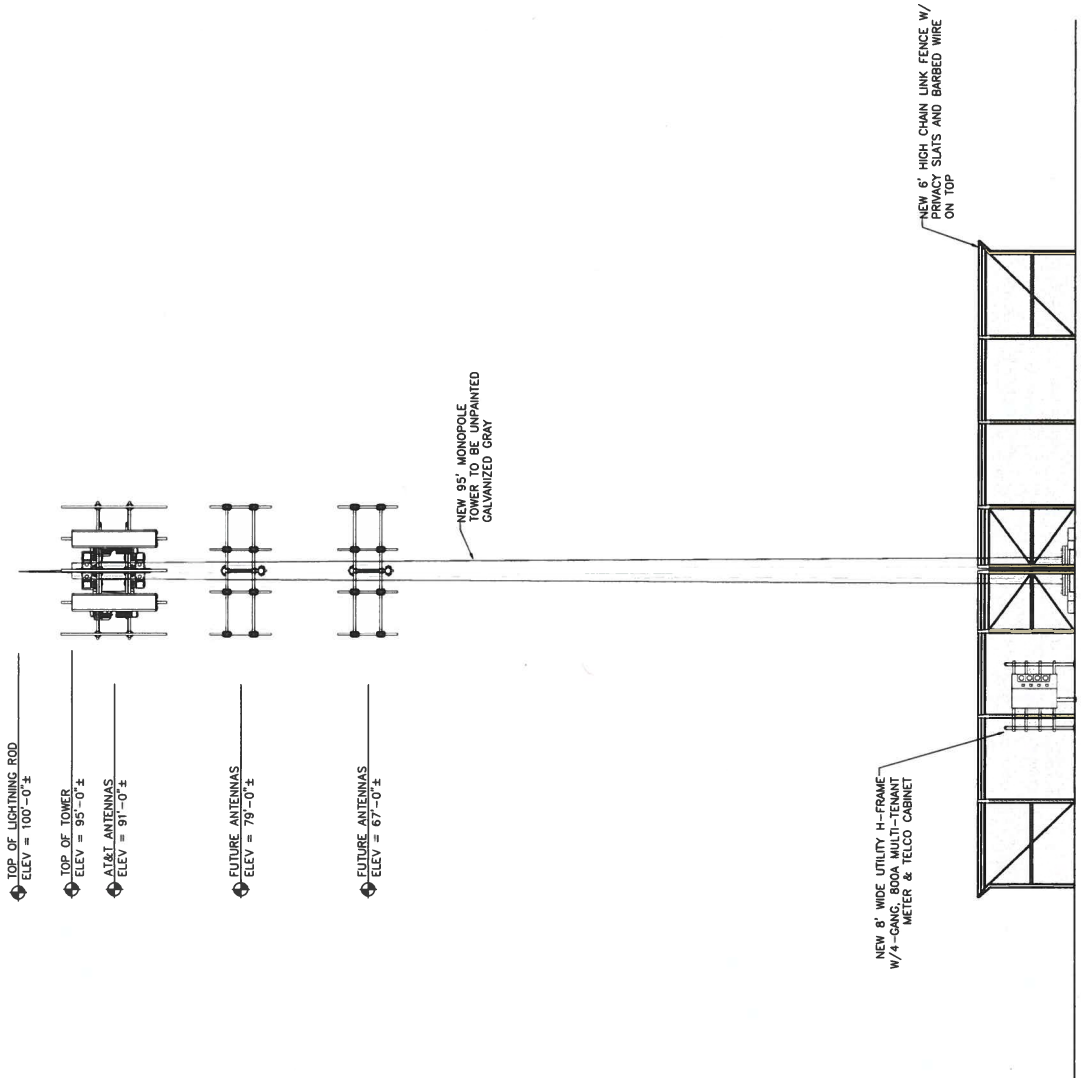
FA # : 15456793

1900 OLD ST JAMES RD
ROLLA, MO

PROPOSED
95' MONOPOLE TOWER

37.958550° -91.762672°

SHEET NUMBER	0
REV.	46299



ELEVATION

N.T.S. A

H.A.N



memo

Collective Solutions, LLC

To: Tom Coots
From: Russell S. Been, Collective Solutions, LLC, agent for Parallel Infrastructure
CC: City of Rolla Missouri Planning and Zoning Commission
Date: 9/10/2021 UPDATED 10/6/2021
Re: Conditional Use Permit Application 1900 Old St. James Road, Rolla, MO for a 95' tall monopole style wireless telecommunication facility.

AT&T, in order to improve service and capacity in the Rolla, Missouri area, has contracted with Parallel Infrastructure to construct a 95' tall monopole style wireless communications facility. This facility will include a lighting rod and associated fencing and ground equipment. At the suggestion of the City of Rolla planning department, privacy slats have been added to the fencing.

Applicant would request that in lieu of requiring engineering drawings prior to zoning approval that the board would make such requirements a condition of approval prior to approval of the building permit. Towers will always be designed to meet at least the minimum building code, if not exceed the minimum code.

Strict application of the setbacks would severely interfere with the operation of the existing business. A strict application of the setbacks would put the proposed tower in the center of the driveway of the auto repair business operating on the property. The separated fenced area on the southern property line of the commercially zoned property is the logical place to locate the tower on this property.

In order to construct a new wireless communications facility, even within heavy commercial or manufacturing districts, a Conditional Use Permit is required. In order to be approved, Section 42.234.2 requires the following burden of proof:

1. Does the proposed conditional use comply with all applicable provisions of the applicable District regulations.
A: Yes, the proposed conditional use does comply.
2. The applicant has demonstrated through the provision of a traffic impact study or other acceptable method that the proposed conditional use at the specified location will not adversely affect the safety of the motoring public and pedestrians using the facility and surrounding area from traffic congestion or other hazards.
A: Due to the limited visits required to the site, this tower will not affect traffic or pedestrian traffic.

II, A, 18

3. The location and size of the conditional use, the nature and intensity of operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning District regulations or the policies of the Rolla Comprehensive Plan. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - a. The location, nature and height of buildings, structures, walls, and fences on the site.
A: The tower will not dominate the area versus the industrial and commercial uses already in use in the area.
 - b. The nature and extent of proposed landscaping and screening on the site.
A: The site will have site proof slats added to the fencing.
 - c. The noise characteristics of the use compared to the typical use in the District and any reduction solutions.
A: The tower will create almost no noise and definitely less than existing surrounding uses.
 - d. The potential glare of vehicles and stationary lights on site and any measures employed to mitigate their impact.
A: The site is unmanned and will have no regular vehicle traffic. The site will not be lit, beyond a small work light that will be utilized only when an emergency outage requires a technician to visit during evening hours.
 - e. Sign location, type, size, and lighting.
A: The site will only have a very small site identification sign on the gate and FAA/FCC required fence signs. As per question d. the only lighting will be a work light utilized during any emergency nighttime visits.
 - f. The impact on or potential interference with any easements, roadways, driveways, rail lines, utilities and storm water management systems. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Article.
A: This site will have no impact on any of the above-mentioned items.
4. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
A: utilities, drainage and other such facilities have been accounted for in the design of this site.
5. The proposed uses where such developments and uses are deemed consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and are deemed essential, convenient, or desirable to preserve and promote the public health, safety, and general welfare of the City of Rolla.
A: The addition of coverage and capacity to the existing wireless service is like adding infrastructure. Adding infrastructure where needed is always a good planning practice. By adding the coverage and capacity, this allows for such things as Enhanced 911 and other safety measures. Allows for triangulation location and enhances response times for emergency responders, thus, enhancing and promoting the health safety and general welfare of the City of Rolla.

Section 42-402 of the Rolla Zoning Code requires that no Conditional Use Permit be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

A: 42-402.3 the current technology which is being utilized isn't even the most up to date technology and capacity available. As will be explained further at the hearing, since the 1990s when the technology that was taken into consideration when a lot of the facilities in this area were built out, the antenna technology has drastically changed along with the needs placed on wireless facilities. Antennas were 4' to 6' tall, 6" to 8" wide and 1" to 3" deep. The capacity demands were the 1 or 2 people out of 10 that had mobile phones in their cars. Now, the vast majority of

Americans, nearly 97%, own a cell phone, nearly 75% of Americans utilize a smart phone. Compared to the 30% of the population that had cellphones in 1999 when the decade was ending. The capacity and coverage demands on wireless facilities have exponentially increased. The solution to this increased demand was a major redesign of the equipment, antennas and radios, located at the various wireless facilities. The antennas were increased in size and the radios, once located at the base of the towers, were found to be more affective on the top of the tower and now have even been incorporated into the antennas. Where one antenna per sector was suitable, in order to achieve their desired coverage objectives 2, 3 and even 4 antennas are becoming the standard for wireless facilities. In order to achieve their coverage objective in the most technological and economically efficient way possible, a new monopole style facility is required.

Section 42-402.4 require the following 4 conditions exist:

1. That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;
A: The proposed site is adjoined on three sides by Heavy Industrial and on the 4th by a service garage for Missouri S&T. This use is very much compatible with the commercial and industrial area in which it is proposed.
2. That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;
A: The design is very consistent with the surrounding uses. Efforts were made to conceal the ground equipment from view by slatting the fence. In a commercial/industrial area such as we are proposing, increased coverage and capacity of a wireless facility is considered necessary infrastructure. By allowing the tower, coverage and capacity are increased, making the property more desirable and therefore, not only not adversely affecting property values, but increasing the values of those surrounding properties.
3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located
A: This conditional use is consistent with and will not adversely affect the regular permitted uses of the district or surrounding districts.
4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.
A: The proposed use complies with all Federal, State and local laws.

Rolla Police Department Monthly Report

YTD 2021

Calls for Service

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

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Abandoned/Recovered Property	20	17	11	21	20	21	26	14	20				170	198	-14.14%
Abandoned Vehicle	16	15	15	12	23	25	27	24	18				175	132	32.58%
Accident - Fatality	0	0	0	0	0	0	1	0	0				1	1	0.00%
Accident - Injury	21	11	25	16	23	17	10	9	16				148	115	28.70%
Accident - Leave The Scene	13	16	15	17	14	18	14	18	15				140	116	20.69%
Accident - No Injury	48	37	39	34	35	48	28	31	39				339	306	10.78%
Accident - Private Property	12	20	23	27	22	24	29	28	29				214	201	6.47%
Accident - Road Blocked	6	8	10	11	4	11	4	6	6				66	48	37.50%
Adult Abuse	0	0	0	0	0	1	1	0	1				3	1	200.00%
Alarm LE	74	73	56	67	53	71	70	56	58				578	381	51.71%
Animal Bite/Attack	2	2	5	4	2	5	7	4	0				31	27	14.81%
Animal Control	79	82	124	116	164	134	128	133	154				1,114	996	11.85%
Arson	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Assault	7	10	9	10	6	10	16	6	11				85	94	-9.57%
Assist Agency Non-LEA	85	63	94	69	66	76	89	105	71				718	567	26.63%
Assist Citizen	10	14	6	6	8	12	8	5	7				76	56	35.71%
Assist LEA	28	14	24	22	21	16	11	17	13				166	102	62.75%
Assist Motorist	32	49	29	27	27	25	35	24	27				275	166	65.66%
Benevolent Fund	0	0	0	0	0	0	0	0	0				0	54	-100.00%
Bomb Threat	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Building Lockout	0	1	0	0	0	1	0	0	0				2	5	-60.00%
Burglary	20	17	21	15	16	17	17	13	18				154	182	-15.38%
Business/Building Check	303	179	202	129	152	315	175	209	161				1,825	1,129	61.65%
Call for Police	77	60	105	105	110	129	125	115	87				913	628	45.38%
Check Well Being	96	98	88	92	93	124	119	123	102				935	775	20.65%
Child Abuse	1	2	5	8	2	3	0	1	3				25	20	25.00%
Child Exploitation/Pornography	0	0	0	0	1	0	0	0	0				1	1	0.00%
Commitment Order (Muni)	0	0	0	0	0	0	0	0	0				0	2	-100.00%
Confidential Investigation	0	0	0	0	0	0	0	0	0				0	7	-100.00%
Conservation Violation	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Court	3	10	13	21	16	12	8	24	17				124	82	51.22%
Crossing Guard (Officer coverage)	7	11	0	4	0	0	1	4	16				43	13	230.77%
CWB 911 Hangup	237	249	266	259	283	260	320	284	259				2,417	2,616	-7.61%
Death	0	0	3	3	1	0	1	1	0				9	11	-18.18%
Destruction of Property	16	8	19	23	18	13	23	23	28				171	142	20.42%
Disturbance-Fireworks	0	0	0	1	0	4	26	1	1				33	48	-31.25%
Disturbance-Liquor	2	1	2	1	0	2	0	1	1				10	7	42.86%
Disturbance-Other	62	68	91	81	74	110	77	92	81				736	703	4.69%
Domestic Violence	32	40	50	38	41	42	36	43	30				352	335	5.07%
Driving While Intoxicated	6	3	10	5	9	7	18	13	13				84	103	-18.45%
Drown/Water Rescue	0	0	0	0	0	1	1	0	0				2	2	0.00%
Drug Paraphernalia	13	15	5	6	3	4	6	7	6				65	108	-39.81%
Escort - Bank	0	1	0	0	0	0	0	0	1				2	3	-33.33%
Escort - Courtesy	12	8	10	20	8	10	5	7	8				88	62	41.94%
Escort - Funeral	10	9	6	6	6	7	10	5	8				67	50	34.00%
Exparte Violation	5	5	8	7	7	7	13	8	7				67	58	15.52%
Field Interview	34	28	54	49	69	62	54	72	105				527	420	25.48%
Fight	4	1	7	6	13	7	3	7	3				51	62	-17.74%
Fingerprints	1	3	6	17	11	9	5	3	4				59	78	-24.36%
Follow-up	175	117	103	137	134	116	158	122	163				1,225	1,134	8.02%
Foot Patrol	0	1	4	0	1	2	1	1	0				10	2	400.00%
Forgery-Counterfeiting	0	0	0	0	2	1	0	0	2				5	11	-54.55%
Found Body	0	0	0	0	0	0	0	1	0				1	0	#DIV/0!
Fraud - Checks/Credit Card	11	15	10	30	27	13	11	25	15				157	198	-20.71%
Harassment	12	21	17	13	22	23	15	15	28				166	162	2.47%
Hotel/Motel Check	0	0	0	0	0	1	0	0	0				1	6	-83.33%
Identity Theft	1	0	1	1	1	0	0	0	0				4	3	33.33%
Information Request	204	179	220	215	243	254	251	235	207				2,008	2,038	-1.47%
Intoxicated Person	7	7	19	6	10	8	15	14	8				94	80	17.50%

IV.a.1

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Juvenile Complaint	5	3	14	4	5	8	10	14	6				69	77	-10.39%
Keep the Peace/Standby	2	5	17	4	9	12	20	21	16				106	112	-5.36%
Kidnapping	0	0	0	0	0	0	0	2	0				2	3	-33.33%
Leave without Pay	0	2	1	0	1	0	1	1	1				7	22	-68.18%
Liquor Violation	0	0	2	0	0	0	0	0	1				3	5	-40.00%
Littering/Dumping	0	0	3	4	3	2	2	5	4				23	27	-14.81%
Loitering	8	4	4	6	14	18	22	14	18				108	103	4.85%
Lost or Stolen Property	6	5	3	3	2	10	4	6	5				44	49	-10.20%
Loud Noise Complaint	22	19	16	30	38	19	16	12	19				191	227	-15.86%
Malicious Mischief	1	2	0	0	1	0	0	1	0				5	8	-37.50%
Mask Ordinance Violation	4	0	0	0	0	0	0	0	0				4	0	#DIV/0!
Mental Health	35	26	22	21	32	21	23	40	22				242	235	2.98%
Missing Person	5	5	9	7	11	4	11	12	7				71	66	7.58%
Narcotics Violation	22	21	35	28	41	31	27	43	23				271	293	-7.51%
No Business License	0	0	0	0	0	0	0	0	0				0	2	-100.00%
Open Door	13	4	7	3	6	12	4	10	13				72	52	38.46%
Overdose	23	8	9	13	5	12	4	10	7				91	78	16.67%
Paper Service	12	27	16	36	25	19	42	27	33				237	218	8.72%
Prisoner Transport	1	1	2	3	5	5	5	2	1				25	32	-21.88%
Property Damage-Non Criminal	2	0	1	0	3	1	3	0	2				12	14	-14.29%
Prowler	3	0	5	2	4	1	4	1	5				25	28	-10.71%
Public Indecency	0	1	1	2	0	1	1	1	3				10	4	150.00%
Public Relations	1	6	8	10	11	2	5	7	9				59	85	-30.59%
Pursuit	0	0	0	1	2	2	0	1	1				7	3	133.33%
Rape/Sexual Assault	0	1	1	0	1	0	2	1	1				7	7	0.00%
Robbery	0	1	0	1	1	0	0	0	0				3	3	0.00%
Runaway	2	2	1	3	7	9	4	4	10				42	27	55.56%
Search Warrant	1	0	0	0	0	0	2	0	0				3	3	0.00%
Vacation/Security Check	6	3	9	2	8	13	12	14	32				99	138	-28.26%
Selective Enforcement	0	0	1	1	0	0	0	0	2				4	7	-42.86%
Sewer Alarm	0	0	0	0	0	0	0	1	0				1	2	-50.00%
Sex Offenses	4	2	5	5	3	3	2	5	4				33	45	-26.67%
Shots Fired	5	1	4	2	4	3	2	4	7				32	30	6.67%
Smoking Violation	0	0	0	0	1	1	0	0	0				2	0	#DIV/0!
Soliciting	0	0	1	1	0	2	1	4	2				11	18	-38.89%
Stabbing	0	0	0	0	0	0	0	0	0				0	3	-100.00%
Stabbing or Shooting with Injury	0	1	0	0	2	1	1	0	2				7	6	16.67%
Stalking	0	0	0	1	0	0	1	0	1				3	2	50.00%
Stay Home Order	0	0	0	0	0	0	0	0	0				0	4	-100.00%
Stealing	82	64	85	71	99	90	96	81	67				735	869	-15.42%
Stolen Vehicle	12	8	14	5	9	12	8	12	8				88	78	12.82%
Suicide	0	0	0	0	0	0	1	0	0				1	0	#DIV/0!
Suspicious Activity	77	69	84	84	105	114	92	107	88				820	966	-15.11%
Suspicious Package/Item	1	1	0	0	1	0	0	0	0				3	0	#DIV/0!
SWAT Callout	0	0	0	0	1	0	1	0	0				2	2	0.00%
Tampering	8	6	3	8	7	8	1	8	9				58	103	-43.69%
Telephone Harassment	9	8	8	6	13	16	14	8	10				92	91	1.10%
Tow Sticker Expired	6	8	6	10	11	13	5	8	4				71	74	-4.05%
Traffic Complaint	113	98	129	124	140	150	121	144	162				1,181	1,084	8.95%
Traffic Stop	244	160	394	306	458	501	403	389	523				3,378	2,772	21.86%
Trespassing	17	16	18	18	42	37	50	47	28				273	269	1.49%
Try to Contact	7	9	9	10	14	19	21	8	15				112	132	-15.15%
Vehicle Identification	86	44	73	54	49	65	58	81	67				577	487	18.48%
Vehicle Lockout	2	4	6	4	4	7	2	3	1				33	17	94.12%
Vehicle Repossession	7	6	2	2	1	3	2	2	2				27	38	-28.95%
Veterinary Call	4	1	5	8	2	6	8	11	9				54	50	8.00%
Weapons Violation	1	2	3	4	4	2	1	3	2				22	20	10.00%
Totals	2,663	2,242	2,866	2,664	3,066	3,333	3,113	3,124	3,119	0	0	0	26,190	23,940	9.40%

IV.Q.2

**Rolla Police Department Monthly Report
YTD 2021**

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes":

	<u>Criminal Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from Previous Yr</u>
September	0	1	0	3	6	40	2	0	52	
YTD 2021	0	9	7	39	81	412	27	1	576	
2020	1	11	1	93	156	712	59	1	1034	11.42%
2019	0	16	6	87	164	604	46	5	928	14.71%
2018	0	30	7	84	102	547	34	5	809	-5.49%
2017	0	18	14	80	114	593	32	5	856	12.19%
2016	0	11	8	62	112	534	33	3	763	

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
September	8	6	1
YTD 2021	108	46	13
2020	136	49	4

ANIMAL CONTROL MONTHLY TOTALS

September 2021

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly	2021	2020
	Domestic				Total	YTD Total	YTD Total
City of Rolla	19	10	0	17	46	357	294
Rolla Area	1	1	0	0	2	30	11
City of Newburg	1	0	0	0	1	3	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	1	3
Ft. Leonard Wood	0	0	0	0	0	1	0
Monthly Total	21	11	0	17	49		
2021 YTD Total	185	85	0	122		392	
2020 YTD Total	138	60	2	108			308
Total Phelps County	2	1	0	0	3	30	11

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly	2021	2020
	Domestic				Total	YTD Total	YTD Total
Animals Adopted ①	8	6	0	0	14	87	91
Animals Claimed	10	0	0	0	10	87	80
Euthanized(III/Injured)	0	0	0	0	0	8	2
Euthanized(Dangerous)	1	4	0	0	5	43	11
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	3	3	63	54
Transferred to Rescue ③	0	0	0	0	0	19	5
Wildlife Relocated	0	0	0	14	14	63	63
Other	0	1	0	0	1	4	8
Monthly Total	19	11	0	17	47		
2021 YTD Total	171	86	0	117		374	
2020 YTD Total	147	59	1	107			314

	Monthly Total	2021 YTD Total	2020 Total			
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%			
PR Programs	2	9	3			
Calls for Service	200	1,195	1,050			
Written Warnings	0	0	1			
Citations	2	24	10			
Total Incinerator Hours	41	582	499.5			

IV. b.1

The Centre Rolla's Health & Recreation Complex
Income Statement
For the 12 Months Ending
September 30, 2021

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>
Members:						
New	110	100	10%	1,494	1,190	26%
Net New & Reactivated Bridge/Freezes	(18)			(111)		
Cancelled	47	70	33%	1,457	840	-73%
Net	45	30	50%	(74)	350	-121%
Total Members	1,544	2,700	-43%	1,544	2,700	-43%
Revenues						
Rental & Other:						
Miscellaneous Income	\$0	\$0	\$0	\$2,706	\$0	\$2,706
	0	0	0	2,706	0	2,706
Member Services:						
Membership Dues	38,529	57,600	(19,071)	324,285	514,580	(190,295)
Guest Fees	3,739	2,750	989	57,150	16,500	40,650
Special Programs	1,270	0	1,270	3,756	0	3,756
Locker Rent	100	0	100	500	0	500
	43,638	60,350	(16,712)	385,690	531,080	(145,390)
Fitness:						
Enrollment Fees/Health Assessments	1,288	0	1,288	8,068	0	8,068
Special Programs	91	0	91	3,386	0	3,386
	1,379	0	1,379	11,453	0	11,453
Ancillary:						
Swim Programs/Outdoor Pool	6,956	11,500	(4,544)	85,508	77,550	7,958
General Medical Integration	0	2,304	(2,304)	0	16,580	(16,580)
Recreation	2,243	23,980	(21,737)	23,295	140,275	(116,980)
Café	258	650	(392)	2,914	7,800	(4,886)
Pro Shop	24	576	(552)	1,096	5,146	(4,050)
Personal Training/Pilates	1,425	7,200	(5,775)	12,721	54,180	(41,459)
Children's Area	879	0	879	5,294	0	5,294
Cash to Accrual Adjustment	0	0	0	(8,636)	0	(8,636)
	11,784	46,210	(34,426)	122,192	301,531	(179,339)
Total Revenue	56,801	106,560	(49,759)	522,041	832,611	(310,570)
Expenses						
Salaries & Burden	86,428	98,531	12,103	873,445	976,158	102,713
Other Employee Expenses	2,085	1,615	(470)	31,939	19,380	(12,559)
General Supplies & Services	113	1,265	1,152	9,792	15,180	5,388
Program Supplies	0	1,199	1,199	2,258	7,011	4,753
Environmental Supplies	5,076	3,031	(2,045)	26,094	36,372	10,278
Cost of Goods Sold	11	826	815	524	8,677	8,153
Minor Equipment	243	1,327	1,084	4,057	15,924	11,867
Repairs & Maintenance/Service Contracts	14,946	9,835	(5,111)	82,161	118,020	35,859
Marketing & Collateral	2,680	2,996	316	24,540	35,952	11,412
Utilities	17,224	19,041	1,817	166,923	228,492	61,569
Bank Fees & Miscellaneous	3,970	1,804	(2,166)	13,137	21,648	8,511
CAM, Taxes & Fees	1,636	3,850	2,215	22,230	46,200	23,970
Total Expenses	134,411	145,320	10,909	1,257,099	1,529,014	271,915
Net Operating Income	(77,609)	(38,760)	(38,849)	(735,057)	(696,403)	(38,654)
Management Fees	8,000	10,000	2,000	86,896	110,000	23,104
Net Income (Loss)	(\$85,609)	(\$48,760)	(\$36,849)	(\$821,953)	(\$806,403)	(\$15,550)
Ancillary Services Net Income (Loss)						
Swim Programs/Outdoor Pool (Net)	(\$1,902)	(\$154)	(\$1,748)	(\$19,510)	(\$23,010)	\$3,500
Recreation (Net)	\$1,001	\$7,703	(\$6,702)	(\$3,648)	\$44,094	(\$47,742)
Café (Net)	\$258	\$227	\$31	\$2,914	\$2,724	\$190
Pro Shop (Net)	\$13	\$173	(\$160)	\$572	\$1,545	(\$973)
Personal Training/Pilates (Net)	\$770	\$2,520	(\$1,750)	\$1,503	\$18,963	(\$17,460)
Children's Area (Net)	(\$24)	(\$2,719)	\$2,695	(\$3,024)	(\$27,824)	\$24,800
Total Ancillary Services Net Income (Loss)	\$115	\$7,750	(\$7,635)	(\$21,193)	\$16,492	(\$37,685)

W.C. 1



STATISTICS

September 2021

PRODUCTION

Date of Demand	09/20/2021
Time of Demand	03:45 PM
Scada Demand	52,630.00
kWh Purchased	25,260,500
Total Cost	\$1,582,200.82 *
Cost per kWh	0.062635 *
Load Factor	63.7%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	3,916,000
Pumped #5 Well	3,642,000
Pumped #6 Well	3,389,000
Pumped #7 Well	1,686,000
Pumped #8 Well	3,028,000
Pumped #9 Well	2,189,000
Pumped #10 Well	3,787,000
Pumped #11 Well	2,192,000
Pumped #12 Well	2,931,000
Pumped #13 Well	6,470,000
Pumped #14 Well	7,492,000
Pumped #15 Well	3,399,000
Pumped #16 Well	6,565,000
Pumped #17 Well	3,512,000
Pumped # 1 Ind Park Well	4,799,000
Pumped # 2 Ind Park Well	5,691,000
Total Gallons	64,688,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,953	6,394
Residential - Three Phase	22	20
Commercial - Single Phase	940	512
Commercial - Three Phase	502	305
Power Service	100	91
Industrial	6	2
Area Lighting	15	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		543
Total	9,566	7,880

ELECTRIC SALES

Residential - Single Phase kWh	8,110,508
Residential - Three Phase kWh	135,632
Commercial - Single Phase kWh	1,433,464
Commercial - Three Phase kWh	3,691,014
Power Service kWh	7,005,510
Industrial kWh	6,036,020
Area Lighting kWh	13,578
Street Lighting kWh	25,842
Rental Lights kWh	78,141
Total kWh Sold	26,529,709
Demand kW	30,101
Revenue	\$2,276,166.86
Monthly Gain	5.02%
Fiscal Year to Date Loss	5.66%

WATER SALES

Residential - Single Phase Gallons	27,644,000
Residential - Three Phase Gallons	326,000
Commercial - Single Phase Gallons	7,209,000
Commercial - Three Phase Gallons	5,459,000
Power Service Gallons	12,030,000
Industrial Gallons	2,586,000
Missouri S&T Gallons	3,758,000
PWSD #2 Gallons	2,449,000
Total Gallons Sold	61,461,000
Revenue	\$304,250.41
Pumping Cost, Electric	\$33,128.13
Monthly Unidentified Loss	4.99% **
Fiscal Year to Date Unidentified Loss	11.87% ***

Sewer Service Charge	\$377,455.08
Refuse Service Charge	\$200,689.18
Gross Payroll	\$317,250.70

* Energy losses are not included in this statistic and are estimated at an additional 12%.

** Loss includes 2,400,000 gallons per water main flushing records.

*** FY loss includes 68,055,500 gallons per water main flushing records.

iv.d.1



**FINANCIAL STATEMENT
SEPTEMBER 2021**

RECEIPTS:		
Electric, Water, Tax, Sewer and Refuse Charge	\$3,271,952.20	
Accounts Receivable - Miscellaneous	\$59,286.86	
Customer's Deposits - Refundable	\$36,990.00	
Misc Non-Operating Revenue	<u>\$2,368.91</u>	
Total Receipts	\$3,370,597.97	
FSCB Super-Now Account Interest (August 31, 2021)	\$1,316.69	
FSCB Money Market Account Interest (August 31, 2021)	\$0.00	
FSCB Electronic Payment Account Interest (August 31, 2021)	\$736.77	
FSCB ISC Sweep Account Interest (August 31, 2021)	\$17,676.73	
PCB Super-Now Account Interest (August 31, 2021)	\$0.11	
Public Utility Cash In Bank (August 31, 2021)	<u>\$31,105,394.69</u>	
Total Receipts and Cash In Bank		<u><u>\$34,495,722.96</u></u>
DISBURSEMENTS:		
Power Purchased	\$1,694,352.42	
Operating Expenses	\$213,666.38	
Administrative and General Expenses	\$146,121.40	
Payroll	\$233,136.27	
Capital Expenditures	\$219,962.00	
Construction in Progress	\$7,416.56	
Stock Purchases (Inventory)	\$31,119.70	
Balance of Customer's Deposits after Finals	\$9,574.40	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$11,562.86	
Support Payment	\$0.00	
U.S. Withholding Tax	\$34,029.01	
Missouri Dept. of Revenue (Sales Tax)	\$49,509.61	
Missouri Dept. of Revenue (Income Tax)	\$12,896.00	
First State Community Bank (Social Security)	\$47,677.88	
Sewer Service Charge	\$377,455.08	
Refuse Service Charge	\$200,689.18	
PILOT to City of Rolla	\$124,249.25	
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00	
Standpipes Lease/Purchase	\$1,333.36	
Utility Incentives	\$60,747.84	
Unclaimed Deposits to State	\$15,324.46	
Primacy Fees	\$0.00	
Void Checks:	<u>\$0.00</u>	
Total Disbursements	\$3,490,823.66	
Cash in Bank (September 30, 2021)	<u>\$31,004,899.30</u>	
Total Disbursements and Cash In Bank		<u><u>\$34,495,722.96</u></u>
BALANCE OF OTHER FUNDS:		
PUBLIC UTILITY ACCOUNTS:		
Citizens Bank of Newburg, Check #1269 for \$316.51		\$2,000.00
First State Community Bank-Electronic Payment Account, Ck#1056 Voided, Ck#1057 for \$1,819,312		\$183,767.80
First State Community Bank-Money Market		\$0.00
First State Community Bank-ICS Sweep Account		\$217,397.89
First State Community Bank-General Fund, Checks #34749 thru #34858 for \$3,490,823.66		\$3,053,844.61
PCB-Super Now, Check #26349 for \$39,547.77		\$2,000.11
Town & Country Bank, Check #1266 for \$159.50		<u>\$2,096.89</u>
Total Public Utility Accounts		\$3,461,107.30
ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$10,195,583.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	\$10,195,583.00	
RESTRICTED ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$14,250,000.00	FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	\$14,250,000.00	
WATER RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$3,098,209.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Water Reserves	\$3,098,209.00	
TOTAL RESERVES:		<u><u>\$27,543,792.00</u></u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:		<u><u>\$31,004,899.30</u></u>

iv.d.2

MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, October 12th, 2021

Presiding: Don Brown, Chairperson

Commission Members Present: Walte Bowe, Lister Florence Jr., Janece Martin, Russell Schmidt

Commission Members Absent: Robert Anderson, Monte Shields, Steven Shields, Kevin Crider

City Officials in Attendance: Tom Coots, *City Planner*, Sarah West, *Administrative Assistant*, Steve Flowers, *Community Development Director*

- I. Closed Session Pursuant to RSM0 610.021 (1) for legal actions/legal work product. A motion was made by Russell Schmidt, seconded by Walte Bowe to enter a closed session. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.**

A motion was made by Russell Schmidt, seconded by Walte Bowe to close the closed session and being the regular meeting. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.

- II. Don Brown** opened the meeting to the public. **Lance Thurman**, City of Rolla attorney, gave a report of the closed session.
- III. APPROVE MINUTES:** Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, September 14th, 2021. **Chairperson Don Brown approved the minutes with a typographical change noted.**
- IV. REPORT ON RECENT CITY COUNCIL ACTIONS:**
1. **VAC21-01: Alleyway Vacation:** Vacation of 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. **Approved by City Council at October 4, 2021 meeting.**

V. OLD BUSINESS:

1. **CUP21-02: Collective Solutions, LLC:** Conditional Use Permit (CUP) to allow a Wireless Communications Facility not permitted by Section 42-400 or 42-401.

Tom Coots presents the staff report. The public hearing was previously opened and closed at the last session. **Brown**, seeing no questions from commissioners, entertains a motion for a roll call vote.

A motion was made by Russel Schmidt, seconded by Walte Bowe, to send the request to City Council with recommendation for approval with the recommended conditions. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.

VI. PUBLIC HEARING:

1. **ZON21-06: 438 W Little Oaks Rd:** Rezoning from the C-2, General Retail district to the RMH, Residential Manufactured Home district.

Coots presents the staff report.

Schmidt asks if there was room for more than one mobile home on the eastern 80 feet of the property. **Coots** confirms several mobile homes could be placed there. **Bowe** asks if a condition could be made to only allow for one mobile home to be built. **Coots** states that with this rezoning and site plan, only one mobile home could be placed unless a Mobile Home Park site plan review process was approved by the Commission and City Council, similar to a Conditional Use Permit.

Martin asks if the applicant owns the entire property. **Coots** confirms the applicant owns the entire one acre. **Martin** asks for confirmation regarding the zoning for the second alternative recommendation. **Coots** states the recommendation proposes that only the east 80 feet could be zoned RMH, and the remainder could be zoned R-1, Single-family.

Schmidt asks if an entryway road would need to be paved. **Coots** confirms any driveway would need to be paved.

Martin asks what the zoning would be for the first alternative. **Coots** states the alternative would be to rezone the entire property to the RMH district.

Brown opens the public hearing.

Ray Schweikhardt, residing at 1342 South Rolla Street, spoke in opposition to the request due to ongoing issues with the existing mobile home park and concern that this request would be an addition to those issues. **Brown** asks where he is located pertaining to the mobile home park, which resides next to the requested property. **Schweikhardt** states he is north of the mobile home park, and his property touches the north-eastern corner of the requested property.

Regina Zieman, residing at 440 Little Oaks Road, asks for clarification about the location of the subject property. **Brown** confirms subject property is located farther east on Little Oaks and the proposed mobile home would be east of the existing house.

Brown, seeing no more questions from the audience or commissioners, closes the public hearing and entertains a motion for a roll call vote.

A motion was made by Janece Martin, seconded by Walte Bowe, to recommend approval to the City Council for the eastern 80 feet of the subject property, and recommend the City Council rezone the remaining property to R-1 Single-family district. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, and Martin. Nays: Schmidt. The motion passes.

2. **ZON21-07: 1879 Longview Ln:** Rezoning from the R-R, Rural Residential district to the R-1, Single-family district.

Coots presents the staff report. **Schmidt** asks about access to the back lot. **Coots** states there is an existing access point off Highway 72 that has already been approved by MODOT.

Brown opens the public hearing.

Brown, seeing no questions from the audience or commissioners, closes the public hearing and entertains a motion for a roll call vote.

A motion was made by Lister Florence, seconded by Russell Schmidt, to recommend approval to rezone the property to R-1 Single-family district. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.

3. **ZON21-08: RCDC:** Rezoning from the M-2, Heavy Manufacturing district to the C-3, Highway Commercial district.

Coots presents the staff report. **Schmidt** asks if Enterprise Drive was useable as an access point. **Coots** confirms Enterprise Drive is a public street and could be extended in existing right-of-way to be another access point to the property.

Brown opens the public hearing.

Brown, seeing no questions from the audience or commissioners, closes the public hearing and entertains a motion for a roll call vote.

A motion was made by Russell Schmidt, seconded by Janece Martin, to recommend approval to the City Council to rezone the subject property from M-2 to C-3. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.

4. ZON21-09: Ozark Rivers Chapter of National Audubon Society: Rezoning from the R-1, Single-family district to the GI, Government and Institutional district.

Coots presents the staff report.

Brown opens the public hearing.

Nancy Jeffers, residing at 801 C Aldi Drive, is the treasurer for the Audubon Society. She came forward to see if the commissioners had any questions regarding their application.

Brown, seeing no more questions from the audience or commissioners, closes the public hearing and entertains a motion for a roll call vote.

A motion was made by Walte Bowe, seconded by Janece Martin, to recommend approval to the City Council to rezone the subject property from R-1, Single-family district to the GI, Government and Institutional district. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.

VII: NEW BUSINESS:

1. **SUB21-05: Parker Addition:** Minor subdivision to reorganize two platted lots in the R-1, Single-family district.

Coots presents the staff report. Brown asks if Lot 1 is large enough to accommodate multiple houses. Coots states multiple houses could fit on the lot if further subdivided and access to a public street and utilities is provided.

Brown, seeing no questions from commissioners, entertains a motion for a roll call vote.

A motion was made by Martin, seconded by Schmidt, to recommend approval to the City Council for the minor subdivision, Parker Addition plat. A roll call vote on the motion showed the following: Ayes: Bowe, Florence, Martin, and Schmidt. Nays: None. The motion passes unanimously.

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

IX. CITIZEN COMMENTS: NONE

Meeting adjourned: 6:42 p.m.

Minutes prepared by: Sarah West

NEXT MEETING:

Tuesday, November 9, 2021



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 438 W Little Oaks Rd from the C-2, General Retail district to the RMH, Residential Manufactured Home district

(ZON21-06)

MEETING DATE: November 1, 2021

Application and Notice:

Applicant/Owner - Joshua and Jasmine Humphrey

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The applicant is seeking to rezone the property to allow for a planned manufactured home to be placed on the property. The property is currently zoned for commercial uses, but is used residentially with a single-family home. The RMH zoning would allow for an additional manufactured home to be placed on the same property without being subdivided.

Property Details:

Current zoning - C-2, General Retail to RMH, Residential Manufactured Home district
Current use - Residential
Proposed use - Residential
Land area - About 1 acre

Public Facilities/Improvements:

Streets - The subject property has frontage on Little Oaks Rd, a collector street.
Sidewalks - No sidewalks are located adjacent to the property. There are no sidewalks in the vicinity. The ordinance does allow for the sidewalk to be waived when the property is developed.
Utilities - The subject property should have access to all needed public utilities. RMU does not currently serve the house with electric service, but RMU does intend to provide service to the proposed manufactured home.

v.A.1

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Community Commercial uses. The adjacent property is designated for medium/high density residential uses.

Discussion: The subject property is located adjacent to an existing mobile home park. The surrounding area is a mixture of residential and commercial uses. The subject property is located adjacent to the corporate limits of the city. The applicant only intends to place one manufactured home on the property at this time. If any additional development is ever proposed, a site plan compliant with the Mobile Home Park regulations must be submitted and approved.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 12, 2021 and voted 3-1 to recommend the City Council rezone the east 80 feet to the RMH, Residential Manufactured Home district and rezone the remainder of the property to the R-1, Single-family district.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 438 W LITTLE OAKS FROM THE C-2, GENERAL RETAIL DISTRICT TO THE R-1, SINGLE-FAMILY DISTRICT AND THE RMH, RESIDENTIAL MANUFACTURED HOME DISTRICT
(ZON21-06)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 12, 2021 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its October 18, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-2 (General Retail) to R-1 (Single-family) Zoning described as follows:

All that part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 37 North, Range 8 West of the 5th P.M. described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 23; thence North 00°06'50" East, 25.00 feet to the Northerly right of way of West Little Oaks Road; thence South 89°21'29" West, 208.60 feet along said Northerly right of way to the point of beginning; thence continue South 89°21'29" West, 15.00 feet; thence North 00°06'50" East, 208.60 feet; thence North 89°21'29" East, 15.00 feet; thence South 00°06'50" West, 208.60 feet to the point of beginning. Contains 0.07 acres per Survey No. L-865 by Lortz Surveying, LLC

V.A.3

And a fractional part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 37 North, Range 8 West, more particularly described as follows: Beginning at a point 25 feet North of the Southeast corner of the Southwest Quarter of the Northeast Quarter of Sec. 23, Township 37 North, Range 8 West, thence North 208.6 feet; thence West 208.6 feet; thence South 208.6 feet; thence East 208.6 feet to the place of beginning; Less and except the east 80 feet thereof.

SECTION 2: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-2 (General Retail) to RMH (Residential Manufactured Home) Zoning described as follows:

All that part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 37 North, Range 8 West of the 5th P.M. described as follows:

The East 80 feet of the following:

A fractional part of the Southwest Quarter of the Northeast Quarter of Section 23, Township 37 North, Range 8 West, more particularly described as follows: Beginning at a point 25 feet North of the Southeast corner of the Southwest Quarter of the Northeast Quarter of Sec. 23, Township 37 North, Range 8 West, thence North 208.6 feet; thence West 208.6 feet; thence South 208.6 feet; thence East 208.6 feet to the place of beginning.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF NOVEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

V.A.4



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 1879 Longview Ln from the R-R, Rural Residential district to the R-1, Single-family district

(ZON21-07)

MEETING DATE: November 1, 2021

Application and Notice:

Applicant/Owner - Bryan and Cindy Parker

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The applicant is seeking to rezone the property to allow for a proposed minor subdivision to reorganize the platted lots. The applicant has submitted the subdivision. One of the lots was found to not meet the minimum lot size for the R-R district. Rezoning the property to the R-1 district would allow for the minor subdivision to be approved. A single-family house is already located on the property. The subdivision would create a lot that would allow for an additional single-family house.

Property Details:

Current zoning - R-R, Rural Residential district to the R-1, Single-family district
Current use - Residential
Proposed use - Residential
Land area - About 1.8 acres (about 77,000 sq. ft.)

Public Facilities/Improvements:

Streets - The subject property has frontage on Longview Ln, a local street; and frontage on Hwy 72, a primary arterial road. One lot will have direct access from Hwy 72 via an existing access point, with approval from MoDOT.

Sidewalks - No sidewalks are located adjacent to the property. There are no sidewalks in the vicinity. The ordinance does allow for the sidewalk to be waived when the property is developed.

Utilities - The subject property should have access to all needed public utilities.

V.B.1

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Low Density Residential uses.

Discussion: The proposed zoning would match the zoning of all other developed lots in the vicinity. The R-1 zoning is appropriate for platted lots with access to all utilities. The applicant has submitted a minor subdivision to reorganize the property as well.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 12, 2021 and voted 4-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 1879 LONGVIEW LN FROM THE R-R, RURAL RESIDENTIAL DISTRICT TO THE R-1, SINGLE-FAMILY DISTRICT

(ZON21-07)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 12, 2021 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its October 18, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-R (Rural Residential) to R-1 (Single-family) Zoning described as follows:

Lots 17 and 18, Longview Subdivision, Rolla, Phelps County, Missouri
To be replatted as Lots 1 and 2, Parker Addition, Rolla, Phelps County, Missouri

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF NOVEMBER, 2021.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): Vacant property on Old Hwy 66 west of Hy Point Industrial Park Dr from M-2, Heavy Manufacturing to the C-3, Highway Commercial district
(ZON21-08)

MEETING DATE: November 1, 2021

Application and Notice:

Applicant/Owner - Matt Williams of RCDC, Rolla Community Development Corporation

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The subject property is owned by the Rolla Community Development Corporation. RCDC owns the undeveloped properties in the Hy Point Industrial park and works to attract new industrial and commercial businesses to the park. RCDC has an interested buyer, but the buyers proposed use would require that the property be rezoned. The property is adjacent to the QuikTrip property, which was also sold by RCDC and rezoned from M-2 to C-3 to allow for a more commercial use.

Property Details:

Current zoning - M-2, Heavy Manufacturing to the C-3, Highway Commercial district
Current use - Vacant/undeveloped
Proposed use - Commercial
Land area - About 8 acres

Public Facilities/Improvements:

Current zoning - M-2, Heavy Manufacturing to the C-3, Highway Commercial district
Current use - Vacant/undeveloped
Proposed use - Commercial
Land area - About 8 acres

V.C.1

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Industrial uses.

Discussion: The subject property is adjacent to other C-3 zoned property and has visibility from I-44. The actual development of the property may be subject to review by MoDOT for access, traffic study, and the potential need for roadway improvements. The Hy Point Industrial Park Drive and I-44 interchange is already nearing maximum capacity. The property is also adjacent to a RMU community well, which serves the industrial park area and is connected to the system serving the city proper. The state does regulate activities which could impact the water supply.

Although the property is located in the industrial park, the property has been available for sale for many years. The visibility to I-44 does allow for many commercial uses to be viable in addition to the industrial uses.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 12, 2021 and voted 4-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF A VACANT PROPERTY LOCATED ON OLD HWY 66 (I-44 OUTER ROAD) FROM THE M-2, HEAVY MANUFACTURING DISTRICT TO THE C-3, HIGHWAY COMMERCIAL DISTRICT (ZON21-08)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 12, 2021 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its October 18, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from M-2 (Heavy Manufacturing) to C-3 (Highway Commercial) Zoning described as follows:

A fractional part of Lot B of QUICKTRIP #7067 ADDITION, Rolla, Missouri more particularly described as follows:

Beginning at the Southwest Corner of Lot B of said QUICKTRIP #7067 ADDITION; thence North 0°15'00" West, 431.57 feet, and, South 88°45'40" East, 203.59 feet, and, North 0°11'20" East, 199.98 feet, and, North 88°43'40" West, 202.32 feet, and, North 0°04'00" West, 83.71 feet, and, North 0°14'20" East, 11.29 feet, and, North 0°17'10" West, 249.78 feet, all along the westerly line of said Lot B; thence South 88°30'20" East, 96.80 feet; thence South 89°38'40" East, 186.86 feet; thence South 87°11'30" East, 56.46 feet to the West right of way of Enterprise Drive; thence South 0°22'50" East, 250.58 feet

along said West right of way; thence South 88°46'40" East, 69.88 feet along the end of said Enterprise Drive to the easterly line of the aforesaid Lot B of QUICKTRIP #7067 ADDITION; thence South 0°19'20" East, 38.46 feet, and, South 40°50'00" East, 266.75 feet, all along said easterly line to the northwesterly right of way of U.S. Interstate 44; thence South 31°13'00" West, 168.73 feet, and, South 45°49'00" West, 310.34 feet, and, South 67°20'10" West, 141.36 feet, and, South 66°35'50" West, 157.45 feet, all along said northwesterly right of way to the point of beginning. Above described tract contains 7.82 acres, more or less, per plat of survey J-3999, dated September 10, 2021, by CM Archer Group, P.C.

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

SECTION 3: The applicant and any future owners of the subject property are advised that a traffic study may be required prior to issuance of building permits of the property due to potential traffic impacts caused by development.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1st DAY OF NOVEMBER, 2021.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 900 Meriweather Ct from the R-1, Single-family district to the GI, Government and Institutional district.

(ZON21-09)

MEETING DATE: November 1, 2021

Application and Notice:

Applicant/Owner - Conway Hawn of the Ozark Rivers Chapter of the National Audubon Society

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The Ozark Rivers Chapter of the National Audubon Society has operated the subject property for many years. The property is used for wildlife refuge, recreational trails, and education. The group operates as a non-profit and allows the general public to freely access the property. The property is very similar to a public park, but is privately owned and maintained.

The applicant has proposed to construct a pavilion on the property to serve as an outdoor classroom, to host events, and for shelter from the elements. However, with the property being zoned R-1, Single-family, the building permit could not be approved for the pavilion, as the R-1 district does not permit any use similar to how the applicant uses the property. Rezoning to the GI, Government and Institutional district will allow for the pavilion to be permitted and will allow for the property to continue to be used as it has been used.

The area proposed to be rezoned does not include the platted lots in the Sylvan Hills subdivision and a non-contiguous property also owned by the organization. This will allow the organization the flexibility to sell those properties in the future, if desired. A portion of the property is already zoned GI. This property was deeded to the current owner from the city.

V.O.1

Property Details:

- Current zoning - R-1, Single-family district to the GI, Government and Institutional district
- Current use - Recreational
- Proposed use - Recreational
- Land area - About 57 acres

Public Facilities/Improvements:

- Streets - The subject property has frontage on White Columns Dr, a collector street; and is accessed via Meriwether Ct, a local street.
- Sidewalks - No sidewalks are located adjacent to the property. There are no sidewalks in the vicinity. The ordinance does allow for the sidewalk to be waived when the property is developed.
- Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Semi-public/Church uses.

Discussion: The property is used very similar to a public park. Although the GI district is most commonly utilized for properties which are owned by the city, or the university, Phelps County, or any other level of government, the zoning code also states that the GI zoning is appropriate for “recreational facilities”. GI zoning will help to allow the property owner to provide all forms of public and semi-public uses. The zoning will also prevent private development if the property is sold, unless the property is rezoned again at that time.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 12, 2021 and voted 4-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 900 MERIWEATHER CT FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE GI, GOVERNMENT AND INSTITUTIONAL DISTRICT

(ZON21-09)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 12, 2021 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its October 18, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-1 (Single-family) to GI (Government and Institutional) Zoning described as follows:

All in the N1/2 of Sec. 2, Twp 37 N., Rng. 8 W., Phelps County, Missouri, more particularly described as follows:

All of Lots 6, 7, 10, 11, and 20 in the Railroad Addition to the City of Rolla, Missouri, and; A portion of Lots 5 and 12, Railroad Addition to the City of Rolla, described as beginning at the Southeast Corner of said Lot 11; thence North 0°4' East, 461.18 feet to a point; thence North 74°06' East, 143.04 feet to a point; thence North 49°13' East, 162.60 feet to a point; thence North 4°44' East, 297.98 feet to a point; thence South 88°45' West, 149.06 feet to a point; thence North 1°15' West, 334.34 feet to a point; thence South 88°45' West, 129.79 feet to the Northeast Corner of said Lot 6, thence to the point of beginning, and;

All of Lot 19, Railroad Addition to the city of Rolla, except that part platted as Kids Garden No 2 and Jordans Pass No 2, and also except that part conveyed to Fidelity Cablevision Inc. of record in Book 1992, Page 1258 being described as a property beginning at the Southwest Corner of Lot 19 in the Railroad Addition to the City of Rolla, Missouri; thence North 0°08' West, 85.0 feet to a point; thence North 89°19'41" East, 80.0 feet to a point; thence South 0°08' West, 85.0 feet to a point; thence to the point of beginning, and; Except that part conveyed to the City of Rolla, Missouri via Warranty Deed dated June 24, 1983, filed June 30, 1983 of record in Book 323 at page 241.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1st DAY OF NOVEMBER, 2021.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Ward Redistricting 2020 Census

BUDGET APPROPRIATION N/A DATE: 11/1/2021

COMMENTARY:

After each Census we are required to evaluate our ward boundaries and adjust them in order to keep the population of each ward as equal as possible. When it comes to drawing the actual ward boundary lines, the deviation can be up to 10 percent.

Even though the underlying principal is one-person one-vote, ward boundaries are to be established by population, not voters. Other criteria includes compact districts of contiguous territory, retention of neighborhood boundaries, retention of precinct boundaries, retention of other community interests, desire to retain historic boundaries and consideration of incumbency.

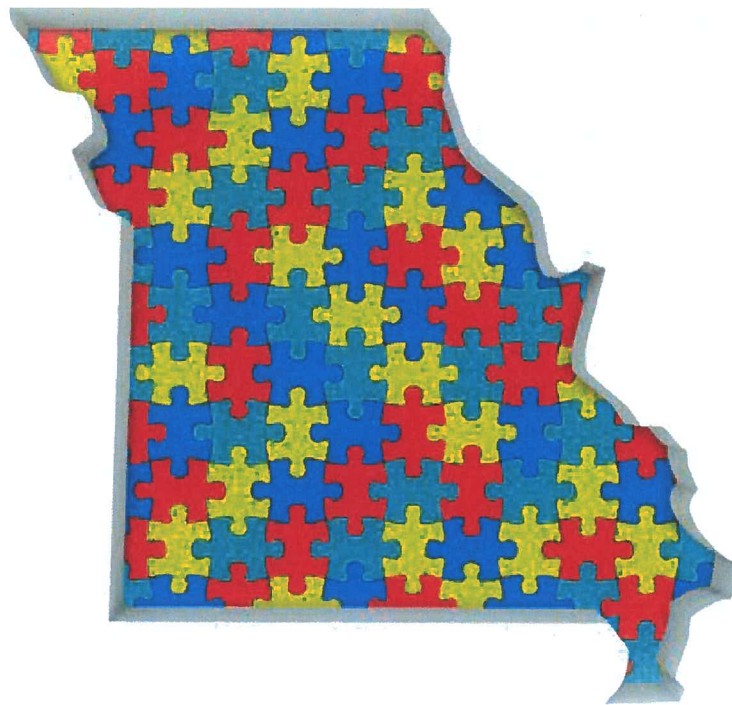
I have attached a Missouri Municipal League article which gives an overview of redistricting in Missouri after the 2020 Census. Also attached is our proposed changes to the City of Rolla Ward Map.

The population in Rolla increased from 19,559 to 19,943. Notable changes affecting the distribution of population were; property acquisitions in Ward 5 for the 72 Extension, the closing of Huffman Trailer Park in Ward 3 and an increase of housing units in Ward 6, Ward 4 and Ward 2. Ward 1 remained unchanged.

Staff recommends the final reading of the Ordinance.

Redistricting In 2021:

A Brief Overview For Local Government Officials



In 2021, most Missouri cities will face the challenge of redistricting the wards or districts from which members of their governing bodies are elected. The act of redistricting consists of drawing lines on a map of the city to define the geography and population from which local legislators are elected.

This issue arises every 10 years because the U.S. Census is conducted every 10 years, and is the source of the population data upon which the constitutionality of existing districts is measured and upon which the legality of new districts is assessed. Redistricting is a process fraught with political volatility and entails some measure of legal risk for every government.¹

Delayed Data

In 2021, the redistricting process will be especially challenging because the Census Bureau announced on Feb. 12, 2021, that the census results they normally report on or before April 1 will not be available until Sept. 30, 2021.

This allows very little time for cities to compile the relevant population and geographic data; assess whether existing districts need to be revised in order to meet constitutional standards; consider options for new district boundaries; enact legislation to adopt new boundaries; work with the applicable election authority to implement new jurisdictional lines for

election administration; and orient the public as to where the new lines are. It impacts the time for people to make a decision about whether to run for an office, especially when candidate filing begins in mid-December.

One Person, One Vote

The necessity for redistricting legislative districts arises from long-standing federal constitutional and statutory obligations generally encompassed by the rubric “One Person, One Vote.” When new census data shows disparity in the populations of districts, the evidence needed to successfully sue the city for a civil rights violation is

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report to the governing body that retains discretion to modify and finally adopt new boundaries (e.g., City of Hazelwood Charter, Art. I, Sec. 4).

In general, in third- and fourth-class cities and charter cities where no process is specified, there would not appear to be any prohibition against the governing body appointing an advisory body to study options and recommend new boundaries. There is also not a bar to having a public engagement process whereby the governing body and/or an advisory group solicit public input on redistricting issues and help identify (and document in the event of future litigation) issues bearing on communities of interest, minority voter impact, natural dividing lines (highways, rail lines, topography, creeks, etc.), and community circumstances that may have a legitimate role in deciding exactly where a line should be drawn.

laid out on a platter just waiting for any aggrieved voter and hungry attorney to come along (and recover attorney fees in the process). Problematic data cannot be ignored, swept under the rug or wished away.

More than 50 years ago, the U.S. Supreme Court made it clear in *Reynolds v. Sims*, 377 U.S. 533 (1964) that the Equal Protection Clause of the Fourteenth Amendment to the U. S. Constitution requires that legislative districts within a jurisdiction be comprised of substantially equal population. And, Section 2 the federal Voting Rights Act of 1965, as amended in 1982, also prohibits any electoral practice that results in abridgment of the right to vote based on race or color.

These constitutional and statutory requirements are as applicable to municipal electoral districts as they are to state and federal legislative and congressional districts. If census data establishes that municipal electoral districts do not have substantially equal population, the Constitution requires district boundaries to be redrawn so that the disparity is erased. Additionally, if racial or ethnic groups are discriminated against by reason of an electoral practice (e.g., district boundaries) that results in less opportunity to participate in the political process and to elect

representatives of their choice, the Voting Rights Act mandates redrawing the boundaries to eliminate such a discriminatory result.

Redistricting Process

Missouri statutes specify that ward boundaries in third-class cities (Sec. 77.030 RSMo) and fourth-class cities (Sec. 79.060 RSMo) "shall" be established "by ordinance." There is nothing in state law specifying any other body or entity with authority to establish ward lines. Accordingly, it falls to the city council or board of aldermen to adopt a redistricting plan in third- and fourth-class cities.

Sec. 82.110 RSMo applies to charter cities in Missouri and specifies that ward redistricting "may be done by ordinance." This leaves open the possibility for home rule charter cities to establish a separate redistricting body or committee to assist or to actually carry out redistricting of city wards or districts under the broad grant of charter authority under Missouri Constitution Art VI, Section 19(a). Some Missouri home rule charters have provisions to establish a separate redistricting body with final authority to determine district lines (e.g., St. Louis County Charter, Sec. 2.035), while others provide for an advisory group to

Redistricting Criteria

Of course, it goes without saying that the overriding and constant consideration in drawing new district lines is equality of population. A basic principle universally referenced in case law is that legislative districts should be "compact" and "contiguous" and avoid the "legislative evil commonly known as the 'gerrymander.'" *Preisler v. Doherty*, 284 S.W.2d 427, 435 (Mo. banc 1955).

A city can help avoid a challenge to its districts by using standard redistricting criteria, although standard redistricting criteria does not guarantee a lawful map. Standard criterion includes (1) population equality; (2) compact districts of contiguous territory; (3) retention of existing neighborhood boundaries; (4) retention of precinct boundaries; (5) cohesion of other existing communities of interests; (6) desire to retain historic boundaries; and (7) consideration of incumbency.

How Equal Is Substantially Equal?

As stated above, local districts, wards or zones must have substantial equality of population among the various districts. When applying this standard to state and local districts, courts have generally acknowledged a concept that,

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while numeric equality is the goal, consideration of the kinds of criteria listed above, if supported by facts in the record, can allow a “*de minimus*” total deviation of not more than 10% between the largest and smallest districts. The formula courts have almost universally and exclusively adopted in determining an “acceptable” population deviation from the ideal is based on a Supreme Court opinion in *White v. Regester*, 412 U.S. 755 (1973) that can be described as follows:

The combined percentage of deviation of the most populous district and the percentage of deviation of the least populous district from the ideal district population may not exceed 10% and all other district populations must fall within that narrow range.

For example, assume a city has 20,000 residents and four wards. Ideally, each district would have 5,000 residents. (20,000 people ÷ 4 wards = 5,000 people per ward). Now assume the city’s four wards have the following population: Ward 1 – 4,875; Ward 2 – 4,600; Ward

3 – 5,275; Ward 4 – 5,250. The deviation for each ward is a comparison to the perfect district; in this example that is 5,000 people. The formula is (population of largest district – ideal population) ÷ ideal population + (population of ideal district – population of smallest district ÷ ideal population) = total deviation.

In this example, Ward 3 has the largest population (5,275) and exceeds the ideal population by 275 (5,275 – 5,000) that is a deviation 5.5% (275 ÷ 5,000). Ward 2 has the smallest population (4,600) and falls short of the ideal population by 400 (5,000 – 4,600) that is a deviation of 8% (400 ÷ 5,000).

The plan for these four wards then has a total deviation of 13.5% (5.5% + 8%) and lies outside the range that satisfies the one person, one vote “substantially equal” standard.

Note that the goal of redistricting is *equality* and setting out to draw a map with a 10% deviation is a dangerous approach. Without a proper justification, using a 10% deviation as the goal of

redistricting shortchanges the residents and risks a legal challenge by an affected protected group. The better approach is to use traditional redistricting criteria then determine the deviation to ensure equality.

Who Counts?

It is important to remember that members of a city council or board of aldermen represent people, not voters. Who is counted includes all persons living in an area on Census Day, April 1.

- Homeless people are counted where they sleep.
- Persons in the United States without proper immigration status are included in the count.
- Children are included.
- Persons prohibited from voting are counted.
- Incarcerated persons are counted as population of the location where they are incarcerated. (Some states have changed

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their procedures for allocating incarcerated persons for legislative and congressional redistricting purposes, but Missouri has not.)

- Students residing in an area to attend school, whether on campus or nearby, are counted where they live on April 1, not where their family home might be.

Ultimately, the Census counts all people, not just eligible voters. Even if there is a large difference between voting age people in districts that are substantially equal in total population, a city can safely act on the basis of census data total population figures. Efforts to cherry-pick what census data to use and efforts to use non-census data in lieu of reported census figures, are fraught with risk and it is likely that plans based on such alternative data will be challenged in court and thrown out by a judge.

Voting Rights Act Of 1965

The Voting Rights Act of 1965 must be considered when drawing wards, districts or zones. The Act invalidates any “voting qualification or prerequisite to voting or standing, practice or procedure” that results in a denial or abridgement of the right to vote because of race or color, or because a person is a member of a language minority. The protections guaranteed by the Act are directly implicated by redistricting.

A violation is established if, based on the totality of circumstances, it is shown that the political processes leading to nomination or election in the political subdivision are not equally open to participation by members of a class of protected citizens in that its members have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice.

When the following three factors all exist, districts are almost certainly improperly drawn because they unlawfully dilute the voting power of a minority group.

- (1) The racial group is sufficiently large and geographically compact to constitute a majority in a single-member district;
- (2) The racial group is politically cohesive; and
- (3) The majority votes as a bloc to enable it to usually defeat a minority group’s preferred candidate.

Although these factors are not sufficient to unqualifiedly establish a violation of the Voting Rights Act without a case-by-case determination of unique local circumstances, it seems few redistricting plans where all three factors are found will survive legal challenge.

Clean Missouri Redistricting Plan

On Tuesday, Nov. 4, 2020, Missouri voters passed Amendment 3 that ended the state legislative district redistricting system that voters previously passed in 2018, widely known as “Clean Missouri.” The Clean Missouri plan would have empowered a demographer to draw state House and Senate districts. However, because voters passed Amendment 3, either bipartisan commissions or, potentially, appellate judges will draw state legislative maps.

Neither the Clean Missouri 2018 process nor the 2020 revisions, however, have any bearing on local government redistricting procedures or standards. The constitutional one person, one vote and substantial equality requirement and the procedures and considerations referenced in this article continue to govern municipal redistricting.

Conclusion

For a vote to count for something, it must have the potential to affect something. Traditional redistricting factors will guide a city through the redistricting process, helping it support its map. A deviation of less than 10% between the largest and smallest districts and sensitivity to minority voter interests will help, although not guarantee, a lawful map and a successful redistricting effort.

Kevin O’Keefe is a lawyer with Curtis, Heinz, Garrett and O’Keefe, PC in Clayton, Missouri. He concentrates his practice on representing local governments. He is a recipient of the Distinguished Service Award from the MML and a frequent speaker on municipal law issues at MML programs.

Katherine Henry is a lawyer with Curtis, Heinz, Garrett and O’Keefe, PC. in Clayton, Missouri. She practices municipal law and assists in litigation ranging from alleged Constitutional violations to land use and regulation. She serves as assistant city attorney to many of the firm’s municipal clients.

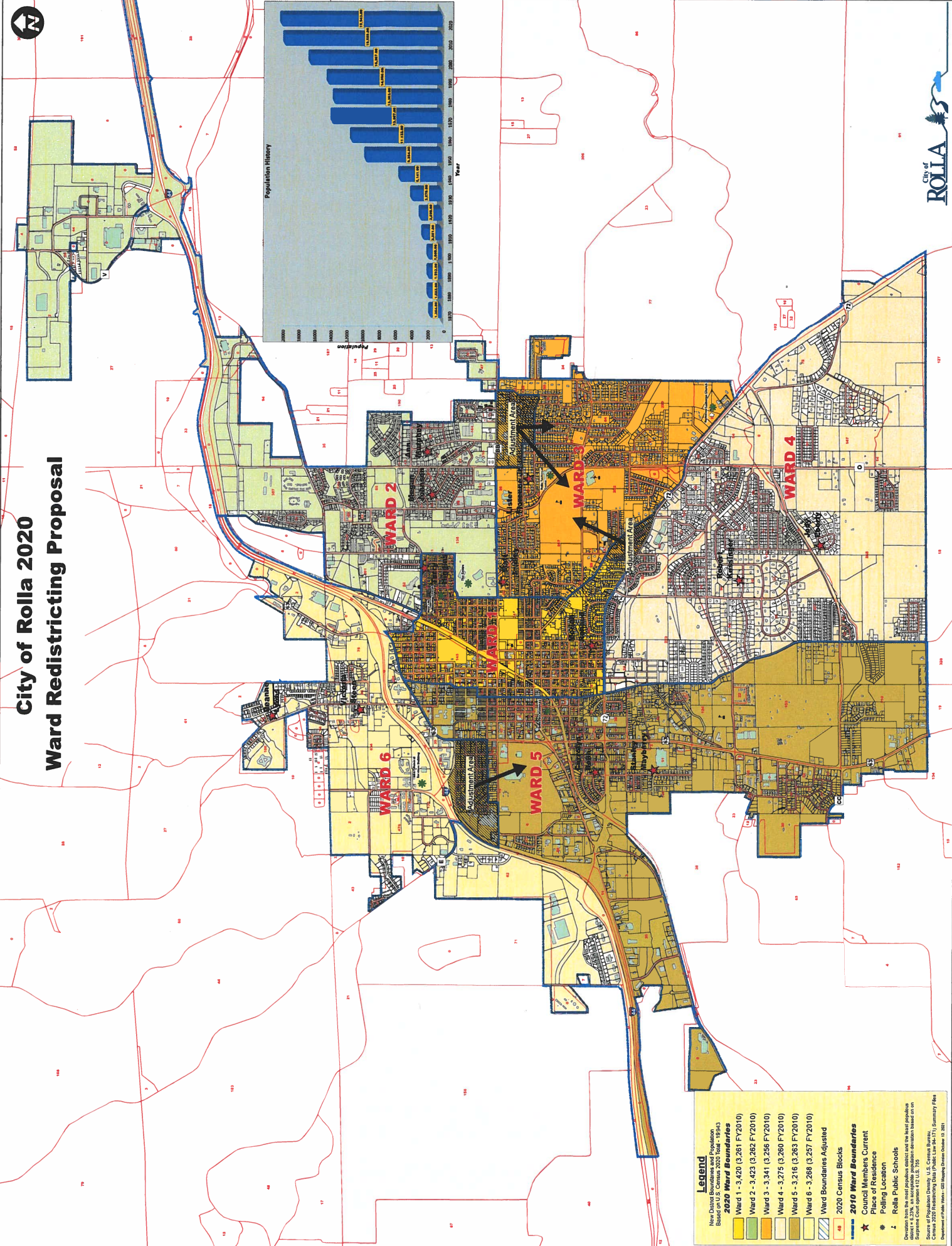
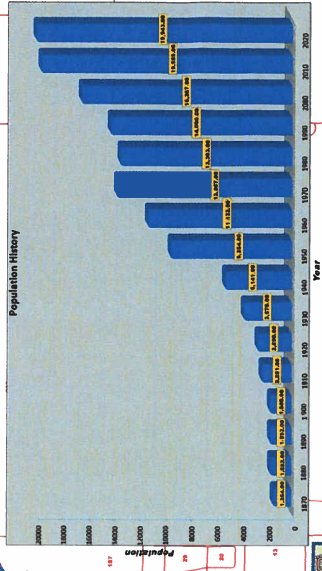
This article was updated from an MML Review Article in May 2011, authored by Bill Geary.

End Notes:

¹ Town and village trustees and the governing bodies of some charter cities are elected at large without the use of wards or districts, so there is nothing to redistrict in those communities.



City of Rolla 2020 Ward Redistricting Proposal



Legend

New District Boundaries and Population Based on 2020 Total - 19,945

2020 Ward Boundaries

- Ward 1 - 3,420 (3,261 FY2010)
- Ward 2 - 3,423 (3,262 FY2010)
- Ward 3 - 3,341 (3,256 FY2010)
- Ward 4 - 3,275 (3,260 FY2010)
- Ward 5 - 3,216 (3,263 FY2010)
- Ward 6 - 3,268 (3,257 FY2010)

Ward Boundaries Adjusted

2020 Census Blocks

2010 Ward Boundaries

- Council Members Current
- Place of Residence
- Polling Location
- Rolla Public Schools

Division from the most populous district and the least populous district is 0.23%. In accordance with population deviation based on an average of 0.23%.

Source: U.S. Census Bureau, Census 2020 Redistricting Data (Public Law 116-171), Summary Files

Department of Public Works - GIS Mapping Division October 13, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING EXISTING ROLLA CITY CODE SECTION 9-1, PROVIDING FOR REAPPORTIONMENT OF POPULATION OF SAID CITY AND DIVISION OF SAID CITY INTO WARDS AND DESCRIBING THE BOUNDARIES OF SAID WARDS.

WHEREAS, there now exists in the City of Rolla, Missouri, a malapportionment of population in the division of said City into wards; and

WHEREAS, said malapportionment has the effect of diluting the weight of votes in districts having larger populations, impairing the basic constitutional rights under the Fourteenth Amendment of the Constitution of the United States of America; and,

WHEREAS, the Council does desire to conform to constitutional standards by dividing the City of Rolla into wards in such manner as to apportion inhabitants among wards as equally as possible, and by observing the requirement that wards newly created by composed of contiguous territory as compact as possible;

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

Section 1: Section 9-1(a) is hereby repealed and a new section 9-1(a) enacted as follows:

(a) The City is hereby divided into six wards, named and bounded as follows:

WARD NUMBER ONE: Beginning at the centerline intersection of Missouri Highway 72 and Rolla Street; thence, North along the centerline of Rolla Street to the centerline of 12th Street; thence, East along the centerline of 12th Street to the centerline of Pine Street; thence, North along the centerline of Pine Street to the centerline of Bishop Avenue; thence, Northeast along the centerline of Bishop Avenue to the centerline of Walnut Street; thence, South along the centerline of Walnut Street to the centerline of 18th Street; thence, East along the centerline of 18th Street to the centerline of Farrar Drive; thence, South along the centerline of Farrar Drive to the centerline of 14th Street; thence, West along the centerline of 14th Street to the centerline of Holloway Street; thence, South along the centerline of Holloway Street to the centerline of Salem Avenue; thence, Southeast along the centerline of Salem Avenue to the centerline of Summit Avenue; thence, South along the centerline of Summit Avenue to the centerline of Missouri Highway 72; thence, Northwest along the centerline of Missouri Highway 72 to the centerline of Rolla Street being the Point of Beginning.

WARD NUMBER TWO: Beginning at a point located on the Rolla City Limits and its intersection with the centerline of 10th; thence, West along the centerline of 10th Street to the centerline of Holloway Street; thence, North along the centerline of Holloway Street to the centerline of 14th Street; thence, East along the centerline of 14th Street to the centerline of Farrar Drive; thence, North along the centerline of Farrar Drive to the centerline of 18th Street; thence, West along the centerline of 18th Street to the centerline of Old St. James Road; thence, North along the centerline of Old St. James Road and extending to the South

and West line of the extension of the Rolla City Limits; thence, East along the South line of the Rolla City Limits and following the North Right-of-Way line of Old St. James Road 1,310 feet, more or less; thence, North along the East line of the Rolla City Limits to a point being the extended Northwest line of Lot 1, Frontier Subdivision and continuing in a Northerly direction to the North Right-of-Way line of I-44, to encompass the South and West boundaries of Ward 2.

WARD NUMBER THREE: Beginning at a point located on the Rolla City Limits and also being the Southernmost point of Huffman East No 2 Subdivision; thence, southwesterly perpendicular to the centerline of Missouri Highway 72; thence, Westerly along the centerline of Missouri Highway 72 to the centerline of Summit Avenue; thence, Northerly along the centerline of Summit Avenue to the centerline of Salem Avenue; thence, Northwesterly along the centerline of Salem Avenue to the centerline of Holloway Street; thence, Northerly along the centerline of Holloway Street to the centerline of 10th Street; thence, East along the centerline of 10th Street to its intersection with the Eastern Rolla City Limits.

WARD NUMBER FOUR: Beginning at a point located on the Rolla City Limits and also being the Southernmost point of Huffman East No 2 Subdivision; thence, southwesterly perpendicular to the centerline of Missouri Highway 72; thence, Westerly along the centerline of Missouri Highway 72 to the centerline of Rolla Street; thence, Southerly along the centerline of Rolla Street to its intersection of the Southern Rolla City Limits.

WARD NUMBER FIVE: Beginning at the intersection of the centerline of Interstate 44 and the West line of Section 9, Township 37 North, Range 8 West; thence, following the centerline of Interstate 44 to the centerline intersection of Interstate 44 and University Drive; thence, Easterly along said centerline of University Drive to the centerline intersection of University Drive and Bishop Avenue; thence, Northeasterly along the centerline of Bishop Avenue to the centerline intersection of Bishop Avenue and Pine Street; thence, Southerly along the centerline of Pine Street to the centerline intersection of Pine Street and 12th Street; thence, Westerly along the centerline of 12th street to the centerline intersection of 12th Street and Rolla Street; thence, South along the centerline of Rolla Street to the South side of Little Oaks Road, also being the Rolla City Limits, to encompass the Easterly and Northern boundary of Ward No. 5.

WARD NUMBER SIX : Beginning at the intersection of the centerline of Interstate 44 and the West line of Section 9, Township 37 North, Range 8 West; thence, following the centerline of Interstate 44 to the centerline intersection of Interstate 44 and University Drive; thence, Easterly along said centerline of University Drive to the centerline intersection of University Drive and Bishop Avenue; thence, North along the centerline of Bishop Avenue to the centerline of Walnut Street; thence, South along the centerline of Walnut Street to the centerline of 18th Street; thence, East along the centerline of 18th Street to the centerline of Old St. James Road; thence, North along the centerline of Old St. James Road and extending to the South and West line of the Rolla City Limits; thence, North along the West line of the Rolla City Limits, also being the West line of the Railroad Right-of-Way to a point being

the extended Northwest line of Lot 1, Frontier Subdivision, and continuing in a Northerly direction to the North Right-of-Way line of I-44, to encompass the Southern boundary of Ward 6.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF NOVEMBER 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V.E.9

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Contract for Purchase of all Mobile and Portable Radios for Public Safety

BUDGET APPROPRIATION (IF APPLICABLE): \$ N/A

DATE: November 1, 2021

Commentary:

This is the contract with Motorola Solutions for the State Procurement purchase of portable and mobile radios for the Police and Fire Departments. ARPA funding will be utilized for this purchase for a total cost of \$995,205.35, as approved at the October 4th council meeting.

Recommendation:

Staff recommends the approval of the ordinance for the mayor to enter into a contract with Motorola Solutions for the purchase of portable and mobile radios.

ITEM NO. _____ V.F.1

ORDINANCE NO. _____

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

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, a Contract between the City of Rolla, Missouri, and Motorola Solutions for the purchase of Public Safety mobile and portable radios, a copy of said contract being attached hereto.

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 1st DAY OF NOVEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor

V.F.2

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and ___City of Rolla___ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _10-4-21__

C-2 "Pricing Summary & Equipment List" dated __10-4-21__

C-3 "Implementation Statement of Work" Intentionally Omitted

C-4 "Acceptance Test Plan" or "ATP" Intentionally Omitted

C-5 "Performance Schedule" Intentionally Omitted

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its

subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 995,205.35. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B,

the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: Name: City of Rolla
Address: PO Box 979 Rolla, MO 65402
Phone: 573-426-6948

E-INVOICE. To receive invoices via email:

Customer Account Number: 1036391829
Customer Accounts Payable Email: lwomack@rollacity.org
Customer CC(optional) Email: N/A

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Rolla Police Department & Rolla Fire & Rescue
Address: Police - 1007 N. Elm St. & Fire - 1490 E. 10th St. Rolla, MO 65402

The Equipment will be shipped to the Customer at the following address (insert if this information is known): Name: Wireless USA
Address: 2519 E. McCarty St. Jefferson City mo 65101
Phone: 573-659-8228

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola

may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System

performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the

exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Subject to and without waiving sovereign immunity, customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on

a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the

transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement,

Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative

User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: Louis J. Magdits IV

Title: _____

Title: Mayor

Date: _____

Date:

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ City of Rolla _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

- 1. Subscribers are invoiced upon shipment (as shipped), 100% of the Subscriber Contract Price.**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/ services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission

medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 **LIFECYCLE MANAGEMENT SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is 5 years, commencing upon shipment of equipment. The Lifecycle Management Price for the 5 years of services is \$50,110 (5 year total included in purchase price) excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a

Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the 5 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 5 year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date.

Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



ROLLA, MO

PUBLIC SAFETY RADIO UPGRADE PROJECT

OCTOBER 4, 2021

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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V-F-3



October 4, 2021

City of Rolla
901 N Elm St,
Rolla, MO 65401

Subject: Public Safety Radio Upgrade Project

City of Rolla,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Rolla with quality communications equipment, software, and services. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal is subject to the enclosed Communications System and Services Agreement with the Maintenance, Support & Lifecycle Addendum. The City may accept this proposal by returning to Motorola a signed copy of the aforementioned agreement.

Discounts in this proposal reflect the State Contract via the Missouri Office of Administration (DPS) under contract number CT182780001 with the NASPO-Missouri Participating Addendum. We are pleased to offer the City of Rolla additional discounts of \$78,420.64 above and beyond the State Contract discounts that are valid with a contract executed in the method detailed above by December 1, 2021. The final purchase price after all discounts for items included within this proposal is \$995,205.35.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities to implement this project. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Questions or inquiries may be addressed to your Account Manager, Denise Gibbs, at 312-270-3935 or Denise.Gibbs@MotorolaSolutions.com.

Sincerely,

A handwritten signature in blue ink that reads 'Nicole Sherrill-Talton'.

Nicole Sherrill-Talton
Territory Vice President
Motorola Solutions, Inc.

U.F.33

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Contract for Installation & Programming of Radios

BUDGET APPROPRIATION (IF APPLICABLE): \$ N/A

DATE: November 1, 2021

Commentary:

This is the contract with Wireless USA for the installation and programming of the portable and mobile radios that will be purchased for the Police and Fire Departments. ARPA funding will be utilized for this project for a total cost of \$45,866.72, as approved at the October 4th council meeting.

Recommendation:

Staff recommends approval of the ordinance for the mayor to enter into a contract with Wireless USA for the installation and programming of portable and mobile radios.

ITEM NO. _____

V.G.1

ORDINANCE NO. _____

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

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, a Contract between the City of Rolla, Missouri, and Wireless USA for the installation and programming of mobile and portable radios, a copy of said contract being attached hereto.

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 1st DAY OF NOVEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor

V.G.2



October 6, 2021

Captain Jason D. Smith
Rolla Police Department
1007 North Elm Street
Rolla, Missouri 65401

Dear Captain Smith,

WirelessUSA proposes to provide, program, install and test of the Motorola Two-Way Radio equipment listed in the attached proposals. We will create and place the order for the aforementioned equipment with Motorola Solutions no later than 3 business days of receiving a Purchase Order from the City of Rolla. When the equipment arrives from Motorola, it will be staged for programming and installation on a mutually agreeable date.

The project will include: (Please see 4 Wireless USA Services labor quotes attached totaling \$45,866.72)

*Removal and (Field) installation of three mobile radios for the Animal Control Department. Program, Install and test each unit.
(Animal Control quote number 45V total \$1,402.14)

*Removal and (Field) Installation of 12 mobile radios, 6 Firecom Intercom Systems and associated equipment, and 6 APX Radios at Command Center Vehicle
(Fire Department quote number 43V total \$14,282.84)

*Removal and (Field) Installation of 52 mobile radios, 50 Vehicular chargers, Wi-Fi antennas including all associated parts.
(Police Department quote number 44V total \$27,084.36)

*Removal and (Field) Installation of Trunk Mount Radio Control Station and Multiband antenna and install, load and program system keys for 6 position console.
(Communications quote number 46V total \$3,097.38)

V.G.3

- *Upon receipt of equipment (WUSA SVC. Cntr.) all equipment will be inventoried and programmed as specified.
- *Installation will be scheduled within 10 days from programming and completion of readiness.
- *Installations will be performed during standard business hours Monday thru Friday 8-5pm, *excluding weekends and holidays.*
- *Customer is responsible to provide (WUSA SVC) a Key loader with specified encryption keys at time of programming.
- *Upon completion of all installations and programming Wireless USA will perform a complete test of equip. with customer
- **Wireless USA is not responsible for system related coverage.*

All equipment will be new from Motorola. 5 year Motorola Solutions Factory warranties apply from installation dates.

Warranty of installed equipment by Wireless USA will be for a period of 90 days from date of install, (parts and labor).

Payment terms are Net 30 following invoice and Customer Acceptance

We appreciate your business and your confidence in WirelessUSA.

Regards,

John Briggs, Wireless USA Communications Consultant *John Briggs* Date 10/6/21

Joseph Poffel, Wireless USA Service Manager *Joseph E. Poffel* Date 10/6/21

Rolla, City of Representative _____ Date _____

Title _____



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Parker Addition: a Minor Subdivision Final Plat to reconfigure two residential lots
(SUB21-05)

MEETING DATE: November 1, 2021

Application and Notice:

Applicant/Owner - Bryan and Cindy Parker

Public Notice - <https://www.rollacity.org/agenda.shtml>

Background: The applicant has also submitted a request to rezone the property to the R-1, Single-family district. Lot 2 shown on the proposed plat was found to not meet the minimum lot size requirements for the R-R, Rural Residential district. The plat cannot be approved by City Council unless Lot 2 is rezoned.

Property Details:

Current zoning - R-R, Rural Residential (proposed to be rezoned to R-1, Single-family)

Current use - Residential

Proposed use - Residential

Land area - Two lots proposed (1 acre and 0.71 acre)

Public Facilities/Improvements:

Streets - The subject property has frontage on Longview Ln, a local street; and frontage on Hwy 72, a primary arterial road.

Sidewalks - No sidewalks are located adjacent to the property. There are no sidewalks in the vicinity. The ordinance does allow for the sidewalk to be waived when the property is developed.

Utilities - The subject property should have access to all needed public utilities.

V. H. I

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Low Density Residential uses.

Discussion: The proposed plat appears to meet all zoning and subdivision requirements if the rezoning for Lot 2 is approved. Lot 2 will be provided with an easement to have access to the sewer. Lot 1 will have direct access from Hwy 72 via an existing access point, with approval from MoDOT.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a meeting on October 12, 2021 and voted 4-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Final Plat, Ordinance

V. A. J

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF PARKER ADDITION.

(SUB 21-05)

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

SECTION 1: An ordinance approving the Minor Subdivision Final Plat of Parker Addition, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

SECTION 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 1ST DAY OF NOVEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

V.H.3

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz City Administrator ACTION REQUESTED: First Reading

ITEM/SUBJECT: Ordinance to Authorize the COP Financing for Public Works (Phase 2)

BUDGET APPROPRIATION: \$3.5Million

DATE: November 1, 2021

COMMENTARY:

With construction underway for the Public Works facility in the Consolidated Public Works yard off McCutcheon Dr., the City needs to finalize financing. Working with Financial Advisor Piper Sandler & Co. and Special Tax Counsel Gilmore and Bell, the financing includes the issuance of Certificates of Participation (COP) to refinance two earlier COP's (2012, 2015) plus new design and construction costs (\$3.5M) with an anticipated closing on December 9th. The new Series 2021 Certificates will run through 2033 (23 years) with a call provision after 7 years.

Recommendation: First Reading

ORDINANCE NO. _____

AUTHORIZING THE CITY OF ROLLA, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF CERTAIN PROJECTS AND PREPAY OUTSTANDING LEASE OBLIGATIONS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Rolla, Missouri (the “City”), owns the real property described on **Schedule 1 of Exhibit A** attached hereto (the “Leased Property”), upon which its Police Department Building is located; and

WHEREAS, the City’s (a) Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2012, which financed airport infrastructure improvements and refinanced a prior lease obligation that financed the replacement of the Police Department Building’s roof (the “Series 2012 Certificates”), and (b) Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2015, which financed road, parking lot and park improvements (the “Series 2015 Certificates”), are currently outstanding; and

WHEREAS, the City desires to have a competitive public sale of the Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2021 (the “Series 2021 Certificates”) to occur on or about November 15, 2021, as described in the Notice of Sale (the “Notice of Sale”) attached hereto as **Exhibit G**, to obtain funds to (a) refund the outstanding Series 2012 Certificates and Series 2015 Certificates, (b) pay the costs of designing, constructing, furnishing and equipping a building for the City’s Public Works Department (the “Project”), and (c) pay the costs of executing and delivering the below-defined Series 2021 Certificates; and

WHEREAS, to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

(a) Enter into a Base Lease (the “Base Lease”) between the City, as lessor, and the Trustee, as lessee, the form of which is attached hereto as **Exhibit A**, pursuant to which the City will lease the Leased Property to the Trustee;

(b) Enter into a Lease Purchase Agreement (the “Lease”) between the Trustee, as lessor, and the City, as lessee, the form of which is attached hereto as **Exhibit B**, pursuant to which the City will lease the Leased Property from the Trustee on a year-to-year basis with an option to purchase the Trustee’s interest in the Leased Property;

(c) Enter into a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), the form of which is attached hereto as **Exhibit C**, pursuant to which the City will agree to provide certain financial and other information with respect to the Series 2021 Certificates;

(d) Enter into a Tax Compliance Agreement (the “Tax Compliance Agreement”) between the City and the Trustee, the form of which is attached hereto as **Exhibit D**, pursuant to which the City will make certain representations and covenants for purposes of federal income taxation;

(e) Approve a Declaration of Trust (the "Declaration of Trust") by the UMB Bank, N.A., as trustee (the "Trustee"), the form of which is attached hereto as **Exhibit E**, pursuant to which the Series 2021 Certificates will be executed and delivered; and

(f) Approve an Official Statement with respect to the Series 2021 Certificates, to be in substantially the same form as the Preliminary Official Statement with respect to the Series 2021 Certificates, the form of which is attached hereto as **Exhibit F** (the "Preliminary Official Statement," and together, the "Official Statement").

The Base Lease, the Lease, the Continuing Disclosure Undertaking and the Tax Compliance Agreement are referred to together herein as the "City Documents."

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

Section 1. Approval of Sale and Delivery of the Certificates of Participation.

(a) Subject to the limitations set forth in subsection (b) below, the City hereby authorizes the delivery by the Trustee of the Series 2021 Certificates authorized and delivered under the Declaration of Trust, for the purpose of providing funds to pay the costs of (1) refunding the Series 2012 Certificates and the Series 2015 Certificates, (2) completing the Project and (3) executing and delivering the Series 2021 Certificates, the City Documents and other related documents.

(b) The Series 2021 Certificates shall be delivered and secured pursuant to the Declaration of Trust and shall be in such denominations and forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered by the Trustee in such manner, subject to the provisions, covenants and agreements as are set forth in the Declaration of Trust and the following limitations set forth below:

(1) the aggregate principal amount of the Series 2021 Certificates shall not exceed \$[*Principal Amount*];

(2) the costs of issuing the Series 2021 Certificates, excluding the underwriter's discount, shall not exceed ___% of the principal amount of the Series 2021 Certificates;

(3) the Series 2021 Certificates shall have a final maturity not later than [*February 1*], 20___, and shall have a weighted average maturity of not less than ___ years and not more than ___ years;

(4) principal of the Series 2021 Certificates shall be payable annually on [*February 1*] and interest shall be payable semiannually on [*February 1*] and [*August 1*];

(5) the Series 2021 Certificates shall bear interest at various interest rates, with the true interest cost not to exceed ___% per annum; and

(6) the Series 2021 Certificates shall be subject to prepayment at the option of the City, as a whole or in part, on or after a date that is not later than [*February 1*], 20___, at a Prepayment Price equal to 100% of the principal being prepaid, plus the interest accrued to the Prepayment Date.

Subject to the foregoing limitations, the final terms of the Series 2021 Certificates shall be specified in the Declaration of Trust.

(c) The City hereby ratifies and approves the Notice of Sale attached hereto as **Exhibit F**. The Series 2021 Certificates shall be sold at a public sale to the purchaser (the "Purchaser") whose bid (1) is in compliance with subsection (b) above and the terms in the Notice of Sale, (2) is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale, and (3) will result in the lowest "true interest cost" to the City as described in the Notice of Sale. The Mayor is authorized to accept the Purchaser's winning bid and to execute and deliver the winning bid form to the Purchaser on behalf of the City.

Section 2. Authorization and Approval of City Documents and Declaration of Trust.

(a) The City Documents and the Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the Mayor. The Mayor's execution of the City Documents will be conclusive evidence of such approval.

(b) The obligation of the City to pay Basic Rent Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease will be construed so as to give effect to such intent.

(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the City Documents and attest said seal.

Section 3. Approval of Official Statement.

(a) The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the Mayor. The Mayor is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the City. The Mayor's execution thereof shall be conclusive evidence of his approval thereof, and the public distribution of the final Official Statement by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Series 2021 Certificates.

(b) For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 4. Prepayment of the Series 2012 Certificates and the Series 2015 Certificates. The Series 2012 Certificates maturing on January 1, 2023 and thereafter (the "Prepaid 2012 Certificates") are hereby called for prepayment prior to maturity on January 1, 2022. The Series 2015 Certificates maturing on February 1, 2023 and thereafter (the "Prepaid 2015 Certificates" and, together with the Prepaid 2012 Certificates, the "Prepaid Certificates") are hereby called for prepayment prior to maturity on February 1,

2022. The Prepaid Certificates shall be prepaid at the principal corporate trust office of UMB Bank, N.A., by the payment on the respective prepayment date of the principal thereof, together with any prepayment premium and accrued interest thereon to the prepayment date. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the prepayment of the Prepaid Certificates as herein provided.

Section 5. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the other documents authorized or approved hereby, including, without limitation, executing documents relating to the termination of leases associated with the Prepaid Certificates.

Section 6. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

Section 7. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAY THIS ___ DAY OF NOVEMBER, 2021.

Mayor

(SEAL)

Attest:

City Clerk

Approved as to Form:

City Counselor

EXHIBIT A

BASE LEASE

[On file in the office of the City Clerk]

VI.A.6

EXHIBIT B

LEASE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

VI.A.7

EXHIBIT C

CONTINUING DISCLOSURE UNDERTAKING

[On file in the office of the City Clerk]

EXHIBIT D

TAX COMPLIANCE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT E

DECLARATION OF TRUST

[On file in the office of the City Clerk]

VI.A.10

EXHIBIT F

PRELIMINARY OFFICIAL STATEMENT

[On file in the office of the City Clerk]

V1.A.11

EXHIBIT G
NOTICE OF SALE

[On file in the office of the City Clerk]

**City of Rolla, Missouri
 Certificates of Participation
 (Public Works Facility Project and Refunding of Series 2012 and 2015
 Certificates of Participation)
 Series 2021**

Draft Timetable

SEPTEMBER 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Date	Event
September 15, 2021	Review Plan of Finance and Timetable
September 30, 2021	Distribute First Draft of Preliminary Official Statement (POS), Notice of Sale and related legal documents
October 1, 2021	Submit Financing Information to Rating Agency
October 4, 2021	City Council approves "Go to Market" Resolution
October 18, 2021	Rating Conference Call (subject to availability)
October 25, 2021	Finalize Certificate Rating and Project Size Distribute POS and Notice of Sale
November 1, 2021	City Council approve first reading of financing ordinance
November 15, 2021	Competitive Sale of Certificates and final approval of financing ordinance
November 17, 2021	Final Official Statement printed
November 19, 2021	Prepare and distribute Closing Memorandum
November 29, 2021	Certificates Closing / Delivery of Funds

VI.A.13

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance **1st Reading**

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) - \$300,000.00 **DATE: 11/01/2021**

COMMENTARY:

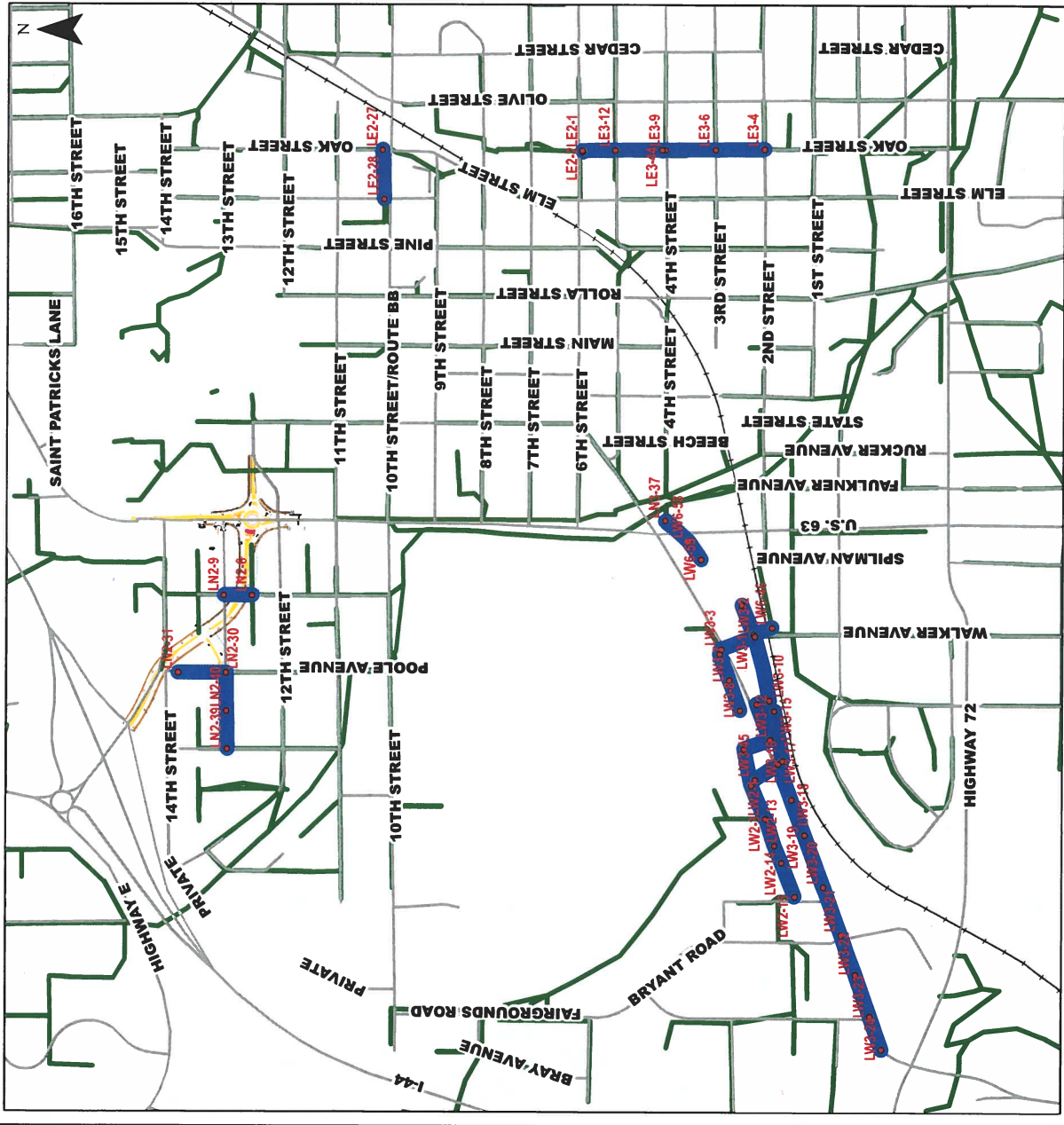
Attached is a contract to rehabilitate just over 1/2 of a mile of sanitary sewer in various locations throughout the city. This is the 11th year staff is proposing to participate in the cooperative purchasing arrangement with other Missouri communities with a bid received by Independence, Missouri.

Staff is requesting that Council accepted the bid submitted by Insituform Technologies, USA in the amount of \$307,106.50. Staff is also requesting the first reading of the ordinance authorizing the Mayor to enter into contract with Insituform Technologies, USA for \$307,106.50.

VI. B.1

Proposed 2021-2022 Insituform Schedule

LINE ID	DIAMETER	LENGTH	MATERIAL
BE2-35-BE2-34	8	256.77	CLAY
LE2-1-LE2-12	6	194.26	CLAY
LE2-2-LE2-1	8	8.68	CLAY
LE2-26-LE2-27	8	298.50	CLAY
LE2-32-LE2-44	8	276.18	CLAY
LE2-44-LE2-TRUNK	8	6.50	CLAY
LE2-6-LE2-4	6	287.18	CLAY
LE2-9-LE2-6	8	294.95	CLAY
LN2-30-LN2-40	6	228.77	CLAY
LN2-31-LN2-30	6	283.38	CLAY
LN2-40-LN2-39	6	223.50	CLAY
LN2-39-LN2-6	8	167.25	CLAY
LN2-15-LN2-3	10	162.08	CLAY
LN2-16-LN2-13	10	109.70	CLAY
LN2-17-LN2-14	10	215.37	CLAY
LN2-18-LN2-15	12	222.75	CLAY
LN2-19-LN2-16	12	209.32	CLAY
LN2-20-LN2-17	12	252.88	CLAY
LN2-21-LN2-18	12	161.39	CLAY
LN2-22-LN2-19	12	219.80	CLAY
LN2-23-LN2-20	10	258.22	CLAY
LN2-24-LN2-21	6	30.74	CLAY
LN2-25-LN2-22	8	225.77	CLAY
LN2-26-LN2-23	8	220.13	CLAY
LN2-27-LN2-24	8	329.39	CLAY
LN2-28-LN2-25	8	299.11	CLAY
LN2-29-LN2-26	8	250.70	CLAY
LN2-30-LN2-27	8	259.98	CLAY
LN2-31-LN2-28	8	206.03	CLAY
LN2-32-LN2-29	8	212.01	CLAY
LN2-33-LN2-30	6	164.57	CLAY
LN2-34-LN2-31	8	186.21	CLAY
LN2-35-LN2-32	8	30.23	CLAY
LN2-36-LN2-33	8	165.36	CLAY
LN2-37-LN2-34	8	188.09	CLAY
LN2-38-LN2-35	12	185.29	CLAY
LN2-39-LN2-36	8	181.41	CLAY
LN2-40-LN2-37	8	132.79	CLAY
LN2-41-LN2-38	8	2884.78	CLAY



Bishop Avenue
 Kingshighway
 Oak Street
 10th Street (between Elm&Oak)
 University Drive Area

V1. B.2

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC.

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 Insituform Technologies USA, LLC, 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 15TH DAY OF NOVEMBER 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V1.B.3

EXHIBIT A



Worldwide Pipeline
Rehabilitation

17988 Edison Avenue
Chesterfield, MO 63005

Tel: 314-409-5069
gpatton@aegion.com

September 30, 2021

To: David Forshee
City of Rolla
1801 Highway 72 East
Rolla, MO 65402
(573) 426-6957
dforshee@rollacity.org

ACES# AAJA-ZNCEA3

Re: City of Rolla, MO, 6" – 12" Sanitary Sewer CIPP Project 2021

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project.

Rolla MO 2021 Rehab		Unit of	Per Bid		
Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	MH BE2-33 to MH BE2-34 8"	LF	257	S 29.00	S 7,453.00
2	MH LE2-1 to MH LE3-12 6"	LF	194	S 37.00	S 7,178.00
3	MH LE2-2 to MH LE2-1 8"	LF	9	S 325.00	S 2,925.00
4	MH LE2-28 to MH LE2-27 8"	LF	299	S 28.50	S 8,521.50
5	MH LE3-12 to MH LE3TRUNK 8"	LF	283	S 28.50	S 8,065.50
6	MH LE3-6 to MH LE3-4 6"	LF	287	S 31.50	S 9,040.50
7	MH LE3-9 to MH LE3-6 6"	LF	295	S 31.50	S 9,292.50
8	MH LN2-30 to MH LN2-40 8"	LF	225	S 31.00	S 6,975.00
9	MH LN2-31 to MH LN2-30 6"	LF	283	S 32.50	S 9,197.50
10	MH LN2-40 to MH LN2-39 6"	LF	224	S 36.00	S 8,064.00
11	MH LN2-9 to MH LN2-6 8"	LF	167	S 37.00	S 6,179.00
12	MH LW2-14 to MH LW2-3 10"	LF	272	S 37.00	S 10,064.00
13	MH LW2-15 to MH LW2-14 10"	LF	215	S 39.00	S 8,385.00
14	MH LW2-1 to MH LW3-14 12"	LF	213	S 47.00	S 10,011.00
15	MH LW3-11 to MH LW3-9 12"	LF	276	S 42.00	S 11,592.00
16	MH LW3-13 to MH LW3-11 12"	LF	387	S 38.00	S 14,706.00
17	MH LW3-14 to MH LW3-13 10"	LF	220	S 38.50	S 8,470.00
18	MH LW3-17 to MH LW3-15 6"	LF	330	S 29.00	S 9,570.00
19	MH LW3-19 to MH LW3-17 8"	LF	446	S 25.00	S 11,150.00
20	MH LW3-1 to MH LW6-46 12"	LF	115	S 64.00	S 7,360.00
21	MH LW3-20 to MH LW3-19 8"	LF	329	S 27.00	S 8,883.00
22	MH LW3-21 to MH LW3-20 8"	LF	299	S 28.00	S 8,372.00
23	MH LW3-22 to MH LW3-21 8"	LF	251	S 29.00	S 7,279.00
24	MH LW3-23 to MH LW3-22 8"	LF	260	S 29.00	S 7,540.00
25	MH LW3-24 to MH LW3-23 8"	LF	206	S 32.00	S 6,592.00
26	MH LW3-3 to MH LW3-2 8"	LF	212	S 32.00	S 6,784.00
27	MH LW3-45 to MH LW3-17 6"	LF	165	S 41.00	S 6,765.00
28	MH LW3-49 to MH LW3-1 8"	LF	186	S 34.00	S 6,324.00
29	MH LW3-8 to MH LW3-3 8"	LF	383	S 25.00	S 9,575.00
30	MH LW3-9 to MH LW3-2 12"	LF	185	S 49.00	S 9,065.00

V.I.B.4

31	MHLW6-59 to MHLN3-37 8"	LF	314	\$ 27.00	\$ 8,478.00
32	Traffic control	LS	1	\$ 8,850.00	\$ 8,850.00
33	Mobilization	LS	1	\$ 21,950.00	\$ 21,950.00
34	Bypass	LS	1	\$ 4,800.00	\$ 4,800.00
35	Pull straps 6"	LS	1	\$ 2,950.00	\$ 2,950.00
36	Prot Tap Trimming (If Any)	EA	1	\$ 350.00	\$ 350.00
37	Bonds	LS	1	\$ 8,350.00	\$ 8,350.00
					\$ 307,106.50

INCLUDED:

- ✓ Installation of Insituform® CIPP
- ✓ Standard cleaning of loose debris and televising
- ✓ Certificate of insurance with a standard coverage
- ✓ Bypass
- ✓ Dry weather work only
- ✓ Post TV
- ✓ All pricing assumes 100% of above scope. If scope changes, pricing will need to be reevaluated

EXCLUDED:

- ◆ Sales or use tax – client to provide tax exempt certificate
- ◆ Permits or retainage
- ◆ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ◆ Site clearing, access points for easements, manhole location
- ◆ Traffic control beyond standard cones and early warning signs.
- ◆ Special Insurance such as Railroad Protective Liability and Owners & Contractors Protective Liability
- ◆ Weekend/Holiday Work.

OWNER TO PROVIDE:

- ◆ Access to manholes including clearing and ground leveling/stabilization if needed for equipment
- ◆ Traffic control plan, permits, devices if needed (other than standard cones)
- ◆ Suitable water supply (typically fire hydrant) for cleaning and CIPP
- ◆ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
- ◆ Permits as needed

General Conditions:

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.

3. **To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.**

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

4. **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
5. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.**
6. **Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.**
7. **All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform[®] process per the above conditions, and Insituform[®] specifications, are included.**

- 8. **PAYMENT TERMS:** Payment is due in full, without exception or retention, within 35 days of date of invoice.
- 9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By:

Accepted By:

Insituform Technologies USA, LLC.



Greg Patton
Business Development Manager



580 Goddard Avenue
Chesterfield, MO 63005
mobile (314) 409.5069
fax (636) 898-5094
gpatton@insituform.com

Signature

Name/Title

Date _____

Organization

Accepted by: Insituform Technologies USA, LLC.

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz City Administrator ACTION REQUESTED: Award/Selection

ITEM/SUBJECT: City Counselor Services

BUDGET APPROPRIATION: \$34,000

DATE: November 1, 2021

COMMENTARY:

The City's contract for City Counselor Services with Williams, Robinson, Rigler, and Buschjost (WRRB) expires on December 31, 2021. The City has been represented by Lance Thurman and Carolyn Buschjost since 2011. For renewal the City sent the Request for Proposals to all law firms in Phelps County, advertised in the local paper and notified three state-wide firms that specialize in municipal government. The City received the following responses:

	<u>Retainer</u>	<u>Hourly Rate</u>	<u>Clerk</u>
Williams, Robinson, Rigler, and Buschjost Rolla, Mo	*\$2,600/mo	\$150	\$75/hr
Lauber Municipal Law Jefferson City, Mo	N/A	\$175	\$75/hr
Cunningham, Vogel, and Rost St. Louis, Mo	Declined but offered "special services"		

*Includes Council Meeting attendance and 3 hours/week

These are all quality and experienced firms. Due to past experience, cost and accessibility, administration is recommending the selection of Williams, Robinson, Rigler, and Buschjost.

Recommendation: Motion to select Williams, Robinson, Rigler, and Buschjost for City Counselor Services. (Contract for service will be prepared for the November 15th meeting.)

VII. A.1

REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES

The City of Rolla, Missouri is seeking proposals for the position of City Counselor. Qualified candidates must be an attorney or firm licensed to practice law in the State of Missouri and in good standing with the Missouri Bar Association. The position, established by contract, is anticipated to run through December, 2024, at a minimum. Duties include:

Basic Services:

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

Additional Legal Services:

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

Sealed proposals should include a statement of qualifications, a summary of municipal law experience, and a monthly retainer for "Basic Services" and an hourly rate for "Additional Legal Services." Proposals should be submitted to the Rolla City Clerk's Office by **11 a.m., Wednesday, October 20, 2021** at City Hall, 901 N. Elm St., P.O. Box 979, Rolla, MO 65402-0979. Upon award, a final contract will be submitted to the City Council for approval. The City reserves the right to reject any and/or all proposals.

LAW OFFICES OF
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST

A PROFESSIONAL CORPORATION

JOHN Z. WILLIAMS
(1941-2009)
J. KENT ROBINSON*
(OF COUNSEL)

JOSEPH W. RIGLER
CAROLYN G. BUSCHJOST*
LANCE B. THURMAN
EMILY WOODWARD GUFFEY

* ALSO LICENSED IN ILLINOIS

901 NORTH PINE STREET - FOURTH FLOOR
POST OFFICE BOX 47
ROLLA, MISSOURI 65402

[HTTP://WWW.TEAMLEX.COM](http://www.teamlex.com)

TOLL FREE
(866) 466-5018

TELEPHONE
(573) 341-2266

FACSIMILE
(573) 341-5864

October 11, 2021

City of Rolla
ATTN: Rolla City Clerk
901 Elm Street
Rolla, MO 65401

Re: Response to Request for Legal Services

Greetings:

This letter is in response to the City's request for legal services for the position of City Counselor. Our law firm respectfully requests it be considered for the position.

I. For Basic Services consisting of:

- (1) attending council meetings on the 1st and 3rd Monday of each month and special meetings as required;
- (2) preparing and/or reviewing all ordinances, resolutions, and contracts of the City; and providing legal advice to the Mayor, Council and Administrative Staff up to three (3) hours per week;

we propose a general retainer of \$2,600.00 per month, plus out-of-pocket expenses.

II. For Additional Legal Services consisting of:

- (1) representing and defending the City in relevant courts of record;
- (2) providing legal services in excess of three (3) hours per week;

we propose fees of \$150.00 per hour for attorney time and 75.00 per hour for legal assistant time billed in minimum increments of one-tenth of an hour, plus out-of-pocket expenses.

"Out-of-pocket expenses" shall include mileage reimbursement (at IRS rate then in effect), meals, and lodging (for required out-of-town travel only), long distance telephone expenses, copy expenses, deposition expenses, court filing fees, transcript fees, witness fees, and trial exhibit expenses.

The following shall serve as an introduction to our firm and its qualifications:

WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C., is a professional corporation serving the south-central Missouri area and is one of rural Missouri's largest, full-service law firms. We have a proud tradition of commitment to clients and community alike. Although our lawyers enjoy diverse practices, several members of the firm have considerable experience in government and municipal law.

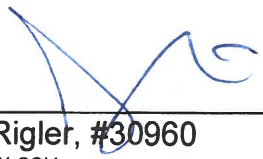
Our firm is rated "AV" by our peers as having both "the highest level of legal ability" and a "very high adherence to professional standards of conduct, ethics, reliability, and diligence." We are one of only a few law firms in our area to be included in the *Martindale-Hubbell Bar Register of Preeminent Lawyers*, which lists "today's most highly regarded law firms."


VII.A.3

We have represented numerous governmental and quasi-governmental entities over the past thirty years, including: the cities of Cuba (15+ years), Richland (1996-present), Doolittle (2008-present), Edgar Springs (2005-2019); St. Robert (2005-2006); Dixon (1980-2005), assistant counsel for the State Tax Commission (2001-2002), Waynesville (city prosecutor 2006-2008); representation of various other local government and special district entities on *ad hoc* and "as needed" basis, including various rural fire protection and ambulance districts, school boards and other entities, Phelps County Commission, Rolla Municipal Utilities, Pulaski County Sewer District #1, Rolla Community Development Corporation, and Phelps County Emergency Services Board.

We trust the foregoing is responsive to your request look forward to your favorable reply.

Very truly yours,
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: 
Joseph W. Rigler, #30960
JRIGLER@TEAMLEX.COM

By: 
Carolyn G. Buschjost, #42766
CBUSCHJOST@TEAMLEX.COM

By: 
Lance B. Thurman, #51214
LTHURMAN@TEAMLEX.COM

By: 
Emily Woodward-Guffey, #51248
EGUFFEY@TEAMLEX.COM

Opened
10-20-21
11:02 am

VII-A.4



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

October 13, 2021

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

Re: Request for Qualifications – Legal Services

Dear Mr. Butz:

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

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

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

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

Sincerely,

LAUBER MUNICIPAL LAW, LLC

Nathan M. Nickolaus



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

October 15, 2021

City of Rolla
c/o City Clerk
901 N. Elm St.
Rolla, MO 65402

Re: Request for Qualifications for Legal Services

Enclosed please find the Qualification of Lauber Municipal Law, LLC and our firm's fee proposal.

Best regards,

Nathan M. Nickolaus

CUNNINGHAM, VOGEL & ROST, P.C.
legal counselors to local government

PAUL V. ROST
paul@municipallfirm.com

333 S. KIRKWOOD ROAD, SUITE 300
ST. LOUIS, MISSOURI 63122
TEL: 314.446.0800
FAX: 314.446.0801
www.municipallfirm.com

October 15, 2021

City of Rolla, Missouri
Attn: John Butz, City Administrator
901 North Elm Street
Rolla, MO 65402-0972

Re: City of Rolla, Missouri
Response to Request for Qualifications for
Legal Services

Dear Mr. Butz:

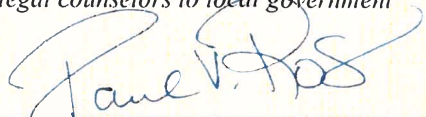
Thank you for including us in your recent request for qualifications for City Counselor services. As you know, our firm has assisted the City on special projects such as right-of-way issues, over the years. While we enjoy our special counsel work with the City, we think the City is being served well by its current City Counselor. As such we respectfully decline the offer to be considered for the City Counselor role but will be glad to assist in any way the City may need. As such, we look forward to continuing our 15-year long relationship with Rolla providing special legal services on an as-needed basis.

As you may already know, Cunningham, Vogel & Rost ("CVR") has extensive experience in municipal law and our experience and knowledge is unique as CVR is believed to be the first and only full-service law firm in the region specifically founded to provide legal representation exclusively to local governments and related public interest entities.

The attached materials provide additional information about our firm and attorneys; however please feel free to contact me if you have any questions. Again, thank you for thinking of us.

Cordially,

CUNNINGHAM, VOGEL & ROST, P.C.
legal counselors to local government

By: 
Paul V. Rost
President

Attachments

VII.A.7

Opened 10-20-21
11:07am
Carol

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Mobile Data Terminals

BUDGET APPROPRIATION: \$50,000

DATE: November 1, 2021

Commentary:

The department currently has 21 Panasonic computer tablets (MDT's) for our officers. These need to be replaced this year and next (half and half), in accordance with our Equipment Replacement Schedule. We have to replace them with Panasonic computers, as all of the other equipment that works in conjunction with the MDT's is specific to that brand. Panasonic has regional vendors, and the sole vendor for our area is Turn-Key Mobile Inc., in Jefferson City. We have a Proposal from them for 10 tablets at \$3,886/ea, for a total of \$38,860.

Recommendation:

It is staff recommendation that Council approve a motion to purchase 10 MDT's from Turn-Key Mobile Inc., for a total of \$38,860.

ITEM NO. _____

VII.B.1