

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, May 20th, 2024; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, MATTIAS PENNER, MEGAN JOHNSON, NATHAN CHIRBAN, STEVE JACKSON, MATTHEW FRIDLEY, WILLIAM HAHN, ROBERT KESSINGER, STANLEY MAYBERRY, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Kessinger

I. PUBLIC HEARINGS –

A. Amendments to Chapter 20, Housing and Chapter 42, Planning and Zoning regarding to Overnight Shelters and related uses. **Postponed to June 17th, 2024 (Set aside by P&Z).**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

III. OLD BUSINESS –

- A. **Ordinance** to submit to voters ballot issue to increase Hotel/Motel Tax from 3% to 5%. (City Administrator John Butz) **Final Reading**
- B. **Ordinance** amending chapter 33 of the City Code pertaining to Pawn Brokers, sellers of gold, silver and platinum, junk dealers, and dealers of second hand goods. (City Administrator John Butz) **Final Reading**
- C. **Ordinance** to enter into agreement with Donald Maggi, Inc for Project #517 – Pine Street Improvements (PW Director Darin Pryor) **Final Reading**

IV. NEW BUSINESS –

- A. **Ordinance** to remove parking on selected sections of Pine Street between 12th and Bishop. (PW Director Darin Pryor) **First Reading**
- B. **Discussion** on proposed change in shift scheduling from 24/48 hour schedule to 48/96 schedule.(Fire Chief Jeff Breen)
- C. **Resolution** to approve Mutual Aid Agreement between the City of Rolla and MS&T Police. (Police Chief Sean Fagan)

V. CLAIMS and/or FISCAL TRANSACTIONS –

A. **Award of bid** to CXT Inc. (State Procurement) for the purchase of a new pre-fabricated restroom facility for Ber Juan Park. (Parks Director Floyd Jernigan)

VI. CITIZEN COMMUNICATION

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Re-appointment of Judy Jepsen to the Police Personnel Board for a 4 year term (exp. June 2028).
- B. Re-appointment of Doug Cresswell to the Rolla Enhanced Enterprise Zone Board for a 5 year term (exp. June 2028)
- C. Appointment of Kevin Greven to the Finance/Audit Committee for a 1 year term (exp. May 2025).
- D. Re-appointment of Matt Fridley to the Finance/Audit Committee for a 1 year term (exp. May 2025).
- E. Re-appointment of Rob Kessinger to the Finance/Audit Committee for a 1 year term (exp. May 2025).

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, June 3rd, 2024

IX. CLOSED SESSION –yes

- A. Closed Session per RSMo 610.021- None

X. ADJOURNMENT -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Postpone to June 17, 2024

SUBJECT: Text Amendment to Sections 42.203 Zoning Use Definitions; 42.209 to establish Shelters, Soup Kitchens, and Transitional Housing; 42.211 – 42.215 Residential Districts; 42.221 – 42.224 Commercial Districts; removing 42.457 Overnight Shelter, Soup Kitchen, and Transitional Uses; and 42.710 amending Zoning Use Table as needed; and amendments to Chapter 20, Housing

MEETING DATE: May 20, 2024

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing on May 14, 2024. The Commission voted to continue the discussion to the June 11, 2024 Planning and Zoning Commission meeting.

Staff Recommendation:

Notice has been provided for the City Council to conduct a public hearing at the May 20, 2024 City Council meeting. Staff recommends that the City Council postpone the public hearing to the June 17, 2024 City Council meeting to allow for the Planning and Zoning Commission to conclude their discussion and make a recommendation.

Prepared by: Tom Coots, City Planner

CITY OF ROLLA
CITY COUNCIL AGENDA

Department Head: John Butz, City Administrator

Action Requested: Final Reading

Item/Subject: Ordinance to Submit to Voters Ballot Issue to increase Hotel/Motel Tax from 3% to 5%

Budget Appropriation: \$300,000 +/-

Date: May 20, 2024

In 1993 the MO Legislature authorized the City to pursue a tax (from 2-5%) on hotel/motel night stays. On April 6th, 1993 Rolla voters approved a 3% levy in addition to the regular sales tax specifically “promoting the city as a convention, visitor and tourist center”. The City has entered into an agreement with the Chamber of Commerce since 1993 (renewed every 3-5 years) to implement same with good success.

The Chamber has requested increasing that tax from 3% to 5% to expand tourism efforts including: expanding their destination Rolla grant program, additional digital marketing, tourism/event trading software, and an (future) events coordinator. The ordinance proposes an election on August 6, 2024 which is the requested date by the Rolla Area Chamber of Commerce.

After a discussion in this matter on May 6th, City Councilman Chirban requested an amendment to increase the lodging tax by 1% (Will be distributed when finalized by legal).

Recommendation: Final Reading

**CITY OF ROLLA
MOTEL TAX
5 YEAR ANALYSIS (COLLECTED)**

FISCAL YEAR	TOTAL CITY COLLECTIONS	FORREST SVS PROP PMT	PROP INS / PARKING LOT IMP	CHAMBER TOTAL	NOTES
2023-2024	\$ 220,231.22	\$ -	\$ -	\$ 198,208.10	
2022-2023	\$ 472,106.46	\$ 25,550.00	\$ 3,339.00	\$ 424,895.81	
2021-2022	\$ 453,388.42	\$ 25,550.00	\$ 2,501.22	\$ 408,049.58	
2020-2021	\$ 329,646.52	\$ 25,550.00	\$ 2,047.86	\$ 296,681.87	
2019-2020	\$ 291,403.29	\$ 25,550.00	\$ 1,925.59	\$ 262,262.96	
2018-2019	\$ 348,900.66	\$ 25,550.00	\$ 9,217.55	\$ 314,010.59	INS \$1,500 & PARKING LOT \$7,717
2017-2018	\$ 374,619.10	\$ 25,550.00	\$ 12,000.00	\$ 337,157.19	PARKING LOT IMPROVEMENTS
2016-2017	\$ 366,010.25	\$ 25,550.00	\$ 10,000.00	\$ 329,409.23	PARKING LOT IMPROVEMENTS
2015-2016	\$ 360,956.81	\$ 25,550.00	\$ -	\$ 324,861.13	
2014-2015	\$ 327,382.97	\$ 25,550.00	\$ -	\$ 294,644.67	
2013-2014	\$ 291,677.42	\$ 25,550.00	\$ -	\$ 262,509.68	
2013-2023	\$ 3,616,091.90	\$ 255,500.00	\$ 41,031.22	\$ 3,452,690.81	

4/29/2024
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ORDINANCE NO. _____

AN ORDINANCE CALLING FOR AN ELECTION TO BE HELD IN THE CITY OF ROLLA, MISSOURI, ON THE SIXTH DAY OF AUGUST, 2024, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE CITY OF ROLLA, MISSOURI, THE PROPOSITION OF INCREASING THE THREE PERCENT TAX ON EACH SLEEPING ROOM OCCUPIED AND RENTED BY TRANSIENT GUESTS OF HOTELS AND MOTELS LOCATED IN THE CITY OF ROLLA, MISSOURI, TO A FIVE PERCENT TAX FOR PROMOTING THE CITY AS A CONVENTION, VISITOR, AND TOURIST CENTER.

WHEREAS, in February 1993 the Missouri Legislature approved RSMo 94.830 that authorized “any city which contains a state university whose primary mission is engineering studies and technical research may impose a tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the city, which shall be more than two percent but not more than five percent per occupied room per night,” subject to voter approval; and

WHEREAS, on April 6, 1993 the citizens of Rolla, Missouri approved a three percent tax on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla, Missouri; and

WHEREAS, RSMo 94.830 stipulates “the proceeds of such tax shall be used by the city solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the city has contracted, and which is established for the purpose of promoting the city as a convention, visitor and tourist center” of which the City has contracted with the Rolla Area Chamber of Commerce for purposes of promoting said tourism; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Rolla, Missouri to impose a sales tax of five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla, Missouri for tourism purposes, and to submit the same to the voters of the City for approval by a majority of those voting at the state primary election to be held on August 6, 2024.

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

SECTION ONE **HOTEL AND MOTEL TAX.** A hotel and motel tax at the rate of five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla, Missouri, as authorized by RSMo 94.830, is hereby imposed on each sleeping room occupied and rented by transient guests of hotels and motels located in the City of Rolla . The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION TWO VOTER APPROVAL. As required by the provisions of Section 94.830 RSMo., imposition of the local use tax shall be submitted to the qualified voters of the City of Rolla, Missouri for their approval at a general election hereby called and to be held in the City on Tuesday, the 6th day of August 2024. The ballot of submission shall contain substantially the following language:

Question 1

Shall the City of Rolla, Missouri, levy an increase in the hotel and motel tax from three percent to five percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the city where the proceeds of which shall be expended for promotion of tourism?

Yes No

SECTION THREE NOTICE OF ELECTION. The City Clerk is hereby directed to notify the County Clerk of Phelps County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, May 28, 2024, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

SECTION FOUR Notification to Department of Revenue. Within ten (10) days after imposition of the local use tax is approved by the qualified voters of City of Rolla, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certification of the election returns and a map of the City clearly showing the boundaries thereof.

SECTION FIVE The City Clerk is hereby authorized to correct any scrivener's errors contained herein.

SECTION SIX If any section, subsection, sentence clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, as such holding shall not affect the validity of the remaining portion thereof.

SECTION SEVEN EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and approval subject to the provisions herein contained which provide for voter approval or for specific dates of effectiveness.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF MAY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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Dear City Council Members,

Attached is the packet that was previously presented to the Council in November. Given the recent addition of new council members, it is essential to revisit this information to ensure everyone is familiar with the history and objectives of the current Motel Tax. Additionally, this updated packet addresses some key considerations and includes pertinent updates since our initial presentation.

Rolla's tourism efforts have been supported by the Motel Tax for over 30 years, under the administration of the Rolla Chamber of Commerce. However, the landscape of travel and marketing has evolved significantly during this time, presenting new challenges and opportunities. The proposed 2% tax increase is crucial in meeting these evolving needs and ensuring that Rolla remains competitive in the tourism industry. This increase will empower us to attract more visitors, amplify our marketing endeavors, and bolster our tourism infrastructure. It's worth noting that with these funds, we serve as Rolla's primary marketing entity—no other group is dedicated to promoting Rolla in its entirety as we are.

It's worth noting that the Rolla Area Chamber of Commerce (RACC) has been diligent in stewarding the Motel Tax funds, primarily allocated towards three key objectives: (1) funding the Visitor Center, (2) maintaining the 10-acre parkland, including five historic buildings, and (3) promoting Rolla to leisure travelers and groups. Additionally, an annual land payment of \$25,550 underscores our commitment to preserving and enhancing Rolla's tourism assets. However, this payment is slated to conclude by the end of 2026.

The implementation of a Motel Tax is a widespread practice across communities nationwide, with varying percentages tailored to meet the unique needs of each locality. Rolla's proposed 2% increase is in line with prevailing trends, and similar discussions are underway in numerous municipalities across the country. This additional revenue stream will play a pivotal role in fortifying our tourism infrastructure and fostering sustained growth in visitor engagement and economic activity.

To tell our need/interest in the 2% addition, I need to share a little more about what we currently do and how we do it.

- 3% tax is collected by City of Rolla to people who stay in a Rolla hotel.
 - This is not paid by individuals who stay at Airbnb's.
- The City keeps 10% of the collected tax and remits the remaining 90% to the RACC to administer in the ways outlined in our contract.
- The RACC (tourism) promotes Rolla to individual leisure travelers but also works to bring large groups to the area. These groups consist of conferences, special events, sporting events, bank travel, and more.
 - **Why?** When we bring a large group/event to the area this could consist of many people for the event itself that are experiencing our community (spending money and supporting our local business economy). Some events will also attract spectators which just means more money in our community.
 - The second part of this effort is the more people who come to Rolla see how amazing our community is and could decide to move their family OR business here, growing our community even more.

- **How?** These efforts include mailers, print media, social media, billboards, radio, digital media, responding to RFP's, attending conferences, and building relationships, and word of mouth (previous groups talking positively about us).
- As previously stated, we also maintain Visitor Center, 10 acres, and 5 historic buildings. We set aside money for these Buildings & Grounds efforts. Each month our tourism funds put money into this B&G account. Each month the RACC rent also goes into this B&G account. These funds pay for B&G expenditures such as:
 - Lawn Mower (and mower maintenance), yard equipment, landscaping/sprinkler system, tree removal, building maintenance and upkeep, HVAC in all the buildings, new roofs/roof repair, etc. Basically, anything and everything in all the buildings and on all the property.
 - When the land payment is final (year end 2026), plans are to redirect these funds to our B&G account to continue to preserve and enhance our property for years to come.
- We also earmark a percentage of our budget to help local organizations who are promoting tourism themselves. This is named the Destination Rolla Grant. These dollars are given to groups who are bringing tourism to the area through meetings, conferences, and special events. These funds help offset some of the expenses of their efforts, helping to make their event a huge success.
- Our staff also works with groups coming to the area to help make it a great experience for all. Some of our efforts include:
 - Securing host hotels, venues, caterers, and entertainment.
 - Providing pamphlets for the guests.
 - Connecting the organizers with key people in the community to help them with their event.
 - Anything else the organizers need to make their event a success.

In 2023, we ended the year with a total income (our 90%) of \$415,835.16. To the average person, that seems like enough money to promote a community and maintain our property, but with inflation and working to keep up with competing communities, these funds do not go as far as we would like.

Our state statute that allows us to collect this tax, with voter approval, allows us to charge up to 5%. In our planning conversations with our Chamber Board of Directors, it was decided to go after the additional 2% to help achieve our goals. These goals are outlined in the attached document but briefly they are:

- Expand our Destination Rolla Grant Program.
- Grow our marketing to keep up with competition and stand out amongst the noise.
- Purchase Software to assist in our efforts and help us be more competitive.
- Eventually add a staff member to assist with groups or, if it is more cost effective, outsource some of this effort as our current staff is 1.5 people to do everything.

We acknowledge the existence of opposing voices within the council regarding our proposal. However, it is essential to clarify that our request is not for unconditional support by the council but rather for permission to present this proposition to the voters. Each member's stance can be noted through their vote, ensuring a transparent and democratic decision-making process. Importantly, it

is crucial to emphasize that this tax is exclusively borne by visitors staying at local hotels, thereby alleviating the burden on Rolla residents.

We propose including the tax increase on the August ballot rather than waiting until November for several reasons. Firstly, we have been diligently working on this effort for over a year, and the sooner we can collect the additional tax, the sooner we can begin implementing our plans for tourism growth. Secondly, by avoiding the Presidential election in November, we can ensure that our proposal receives the attention it deserves without being overshadowed by national politics.

We have received letters of support from several local businesses and groups, highlighting the broad community backing for the tax increase, as well as our diligent efforts of the current tax. These letters underscore the collaborative nature of Rolla's tourism efforts and demonstrate the positive impact that increased funding will have on the entire community. We will continue to engage with stakeholders and seek additional letters of support as needed.

In conclusion, we respectfully request the Council's approval to proceed with placing the 2% tax increase on the ballot for voter approval. We understand and respect that this decision ultimately rests with the voters, and our role is to facilitate democratic participation in shaping the future of our community. Thank you for your consideration of our request, and we look forward to continuing our collaborative efforts for Rolla's tourism development.

Sincerely,
Stevie Kearse
Executive Director, Rolla Area Chamber of Commerce



11/11/2020



EMPOWERING ROLLA'S TOURISM FUTURE:

PROPOSED EXPANSION OF MOTEL TAX TO ENHANCE
VISITOR EXPERIENCES



MOTEL TAX ORIGINATION

In 1991/92, the Rolla Area Chamber of Commerce started the conversation with the City of Rolla about imposing a hotel tax for tourism efforts. At the time, several communities across the state of Missouri had already implemented this tax.

This new tax was being used by the local Chamber or Tourism Bureau to promote tourism for that community as well as fund their Visitor Centers.

The tax varies in all communities, and Rolla's legislation was written to impose up to 5%. The Chamber decided that 3% would be sufficient at the time, and if needed, voters could raise the tax to the full 5% at a later date.

Thanks to the due diligence of the RACC, the Motel Tax was passed in 1993. This means if you spend the night in a Rolla hotel, you will pay a 3% tax (in addition to local, state, and federal taxes). If you don't stay in a Rolla hotel, you don't pay the tax.

After the passing of the tax, the City of Rolla contracted with the Chamber to administer the tax. The City collects the tax, keeps 10% for admin fees, and passes along the remaining 90% to the Chamber.

The first goal of the tax was to build and maintain the Visitor Center. As funds allow, the second goal of the tax was to promote Rolla as a tourist destination for travelers, groups, and meeting planners.

The Visitor Center opened in 1996. The contract between the City of Rolla and the Rolla Chamber is reviewed and renewed every 5 years to give each party an opportunity to make necessary changes due to current market trends and local expectations.

The Rolla Chamber currently manages the 10-acre tract of land at 1311 Kingshighway, the Rolla Visitor Center, and the 5 historic buildings on the property.

STATE STATUTE

This is the legal language of our state statute that was written in 1993 when we originally took this to the voters.

94.830. Hotel and motel tax, authorized — ballot — collection of tax — penalties may be collected (Rolla). —

1. The governing body of any third-class city in any county of the third classification which contains a state university whose primary mission is engineering studies and technical research may impose a tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the City, which shall be more than two percent but not more than five percent per occupied room per night, except that such tax shall not become effective unless the governing body of the City submits to the voters of the City at a state general, primary or special election, a proposal to authorize the governing body of the City to impose a tax under the provisions of this section. The tax authorized by this section shall be in addition to the charge for the sleeping room and shall be in addition to any and all taxes imposed by law, and the proceeds of such tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the City has contracted, and which is established for the purpose of promoting the City as a convention, visitor and tourist center. Such tax shall be stated separately from all other charges and taxes.

2. The question shall be submitted in substantially the following form:

Shall the _____ (City) levy a tax of _____ percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City, where the proceeds of which shall be expended for promotion of tourism? YES/NO

If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of the question, then the tax shall become effective on the first day of the calendar quarter following the calendar quarter in which the election was held. If a majority of the votes cast on the question by the qualified voters voting thereon are opposed to the question, then the governing body for the City shall have no power to impose the tax authorized by this section unless and until the governing body of the City again submits the question to the qualified voters of the City and such question is approved by a majority of the qualified voters voting on the question.

3. On and after the effective date of any tax authorized under the provisions of this section, the City which levied the tax may adopt one of the two following provisions for the collection and administration of the tax:

(1) The City which levied the tax may adopt rules and regulations for the internal collection of such tax by the city officers usually responsible for the collection and administration of city taxes; or

(2) The City may enter into an agreement with the director of revenue of the state of

Missouri for the purpose of collecting the tax authorized in this section. In the event any city enters into an agreement with the director of revenue of the state of Missouri for the collection of the tax authorized in this section, the director of revenue shall perform all functions incident to the administration, collection, enforcement, and operation of such tax, and the director of revenue shall collect the additional tax authorized under the provisions of this section. The tax authorized under the provisions of this section shall be collected and reported upon such forms and under such administrative rules and regulations as may be prescribed by the director of revenue, and the director of revenue shall retain not less than one percent nor more than three percent for cost of collection.

4. If a tax is imposed by a city under this section, the City may collect a penalty of one percent and interest not to exceed two percent per month on unpaid taxes, which shall be considered delinquent thirty days after the last day of each quarter.

(L. 1993 H.B. 345 § 11)

Effective 2-4-93

ENHANCING TOURISM OUTREACH

The Rolla Area Chamber of Commerce is proposing an essential initiative to elevate Rolla's tourism efforts: an increase in our motel tax collection from 3% to the allowed 5%. It's important to note that this tax is paid exclusively by travelers who choose to stay in local hotels. Local residents do not bear this tax burden; rather, it is collected from individuals staying within our community. These collected funds are instrumental in enhancing our outreach efforts to promote Rolla as a destination for travelers, attracting individuals from beyond a 50-mile radius for both leisure and professional purposes.

Beyond the promotion, we also oversee and maintain the nearly 10 acres of land housing our Visitor Center and five historic buildings, pivotal components of our community's tourism infrastructure.

Over the past three decades, we've judiciously managed the motel tax revenues, effectively fostering the growth of tourism in our region. However, the landscape of travel and marketing has evolved significantly during this time. We've identified missed opportunities owing to our constrained budget. The proposed 2% increase will empower us to tap into these opportunities and attract more travelers, groups, and conferences to our area.

We must acknowledge the competitive challenge posed by neighboring communities with substantially larger budgets. Rolla, a thriving community with abundant offerings for travelers, stands to benefit significantly from an increased budget dedicated to expanding our tourism outreach.

One distinctive offering unique to Rolla is our "Destination Rolla Grant" program, an initiative not commonly found in other communities. This grant serves as a valuable incentive, offsetting expenses for event coordinators, meeting planners, and visiting groups. Often, this grant becomes the deciding factor favoring Rolla over other destinations, highlighting our commitment to supporting and enriching the experiences of those choosing our City.

By empowering our tourism initiatives with this increased funding, we aim to not only level the playing field with our neighboring competitors but also distinguish Rolla as a premier destination for travelers, conferences, and events. The additional resources will fortify our ability to showcase the vibrant tapestry of attractions and experiences that our community offers.

This pivotal step ensures that Rolla remains a top choice for travelers seeking memorable experiences, and we are confident that the community's support for this proposal will significantly enhance the City's position as a dynamic and inviting destination.

STRATEGIC ALLOCATION OF ADDITIONAL REVENUE

With the anticipated increase in revenue of \$250,000-290,000 upon the successful passing of the 2% increase, we have crafted a comprehensive plan to strategically allocate these new funds into key areas that will bolster Rolla's tourism initiatives.

Expansion of the Destination Rolla Grant Program

The Destination Rolla grant program, an instrumental initiative promoting overnight tourism in Rolla, has historically supported competitions, conferences, and events driving visitors from outside our immediate area. Currently funded at \$15,000, the expansion opportunities with the additional percentage include widening the grant's scope to encompass events, conferences, and meetings. Moreover, we aspire to extend grants to tourism attractions for renovations, repairs, new technologies, signage, and accessibility enhancements, projecting a proposed budget of \$100,000.

Advancements in Promotion and Marketing

Our current marketing efforts encompass print, radio, billboards, and social media advertising, supplemented by a 50% matching grant from the Missouri Division of Tourism. A surge in marketing dollars would allow us to amplify our outreach by implementing new digital strategies, participating in more tourism tradeshows to engage groups, and facilitating enhanced booth design and branding. We aim to elevate our budget from \$105,000 to a range of \$180,000 - \$205,000.

Implementation of Tourism Research & Tracking Software

Recognizing the absence of adequate software for tracking groups, we plan to allocate a portion of the new funds to procure software facilitating streamlined management of contacts and leads. This will ensure systematic follow-ups, communications, and interactions, which are crucial for successful sales and marketing efforts. Additionally, the acquisition of analytical software will enable us to derive insights from various data sources, such as social media, website interactions, and travel bookings, empowering us to understand visitor preferences and behaviors. This invaluable information will guide our marketing strategies, aiming for a proposed budget of \$40,000 - \$50,000.

Addition of Group Travel & Events Coordinator

As interest in Rolla continues to grow, we envisage expanding our tourism staff. The creation of a specialized role focusing on group travel experiences and events in Rolla will complement our current marketing efforts. This individual will be dedicated to organizing, coordinating, and executing these experiences while actively seeking out opportunities to expand our client base. The proposed budget for this crucial position ranges from \$50,000 to \$65,000.

CLOSING STATEMENT: ELEVATING ROLLA'S FUTURE IN TOURISM

Reflecting on Rolla's transformative journey in tourism development over the past three decades, it becomes evident that our community has steadily evolved. The institution of the motel tax in 1993 marked a pivotal step toward establishing Rolla as a vibrant destination for travelers, groups, and conferences.

Throughout this journey, the prudent administration of the motel tax has been instrumental. We've been dedicated to critical components such as constructing and maintaining the Visitor Center, preserving historic landmarks, while strategically allocating funds to bolster tourism growth in our region. Notably, 90% of the motel tax supports these tourism initiatives, with the City of Rolla retaining 10%, ensuring a direct reinvestment into our community.

The proposed increase from 3% to 5% in the motel tax is not just a fiscal adjustment; it represents a strategic move towards furthering Rolla's standing as a thriving destination. This will be pivotal in keeping us competitive against neighboring communities with larger budgets, seizing missed opportunities due to budget constraints, and attracting more travelers, groups, and conferences to our area.

It's important to note that this tax is borne solely by travelers choosing to stay in our local hotels, absolving local residents of this financial responsibility. These collected funds, contributed by visitors, serve as a crucial impetus for advancing our endeavors to promote Rolla and draw individuals from beyond a 50-mile radius.

Our proposals, ranging from the Destination Rolla Grant program to advancements in marketing, research software implementation, and the addition of specialized staff for group travel and events, illustrate our dedication to innovation and growth.

Rolla stands as a vibrant, inviting community offering a wealth of experiences for visitors. With increased resources, we aim not just to meet expectations but to exceed them, positioning Rolla as a premier destination for memorable experiences and unparalleled opportunities.

The Chamber's proposal for the increased motel tax is a strategic investment in Rolla's future, ensuring our City remains a sought-after hub for those seeking unique experiences. With the City of Rolla retaining 10% of the motel tax, these additional funds will further strengthen our City's financial resources, enabling us to fortify Rolla's position as an inviting, dynamic, and distinguished destination for all.

Thank you for considering our proposal, and we look forward to continuing our journey of growth and success together.

Submitted by: Stevie Kearse, Executive Director, Rolla Area Chamber of Commerce

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance to Amend code pertaining to Pawn Brokers, Precious Metals

TOTAL BUDGET APPROPRIATION: NA

DATE: May 20, 2024

COMMENTARY:

In 2015 the City enacted a new ordinance that basically lumped pawn brokers, precious metal dealers and second-hand dealers in the same category and required an uploading of various transactions of used items to Leads-Online a national database of certain transactions that effectively aids in the reporting and recovery of stolen items.

Based on concerns expressed from the local pawn broker and their legal representatives, City Counselor Nathan Nickolas did a comprehensive review of same based on different areas of State Statutes dealing with pawnshops, precious metals dealers and scrap metal dealers. The draft ordinance has been reviewed by the pawnshop and their legal representation and comments provided though review does not mean concurrence.

Recommendation: Final Reading

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 33 OF THE CITY CODE PERTAINING TO PAWN BROKERS, SELLERS OF GOLD, SILVER AND PLATINUM, JUNK DEALERS, AND DEALERS OF SECOND HAND GOODS.

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

SECTION ONE. The City Code of the City of Rolla, is hereby amended by repealing Sections 33-54 and 33-59 and enacting one new section, in lieu thereof, to read as follows:

Sec. 33-54. Pawnshops - Receipt For Pledged Property — Contents — Definitions — Third-Party Charge For Database — Access To Database Information, Limitations — Error In Data, Procedure — Loss Of Pawn Ticket, Effect.

A. As used in this Chapter, the following terms mean:

1. DATABASE A computer database established and maintained by a third party engaged in the business of establishing and maintaining one or more databases.
2. PAWNBROKER, any person engaged in the business of lending money on the security of pledged goods or engaged in the business of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time;
3. PAWNSHOP, the location at which or premises in which a pawnbroker regularly conducts business;
4. PERMITTED USER Persons authorized by Law Enforcement Personnel to access the database.
5. PERSON, an individual, partnership, corporation, joint venture, trust, association, or any other legal entity however organized;
6. PLEDGED GOODS, tangible personal property other than choses in action, securities, or printed evidences of indebtedness, which property is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of his business in connection with a pawn transaction;
7. REPORTABLE DATA The information required to be recorded by pawnbrokers for pawn transactions pursuant to Subsection (B)(1) to (4) of this Section and the information required to be recorded by pawnbrokers for purchase transactions pursuant to subdivision (6) of subsection 4 of Section 367.040, RSMo.
8. REPORTING PAWNBROKER A pawnbroker who transmits reportable data electronically to the database.
9. SEARCH The accessing of a single database record.
10. SECURED PERSONAL CREDIT LOAN, every loan of money made in this state, the payment of which is secured by a security interest in tangible personal property which is physically delivered into the hands of the lender at the time of the making of the loan and which is to be retained by the lender while the loan is a subsisting obligation.

B. At the time of making any secured personal credit loan, the lender shall execute and deliver to the borrower a receipt for and describing the tangible personal property subjected to the security interest to secure the payment of the loan. The receipt shall contain the following:

1. The name and address of the pawnshop;
2. The name and address of the pledgor, the pledgor's description, and the driver's license number, military identification number, identification certificate number, or other official number capable of identifying the pledgor;
3. The date of the transaction;
4. An identification and description of the pledged goods, including serial numbers if reasonably available;
5. The amount of cash advanced or credit extended to the pledgor;
6. The amount of the pawn service charge;
7. The total amount which must be paid to redeem the pledged goods on the maturity date;
8. The maturity date of the pawn transaction; and
9. A statement to the effect that the pledgor is not obligated to redeem the pledged goods, and that the pledged goods may be forfeited to the pawnbroker sixty (60) days after the specified maturity date.

C. The pawnbroker shall be required to furnish appropriate law enforcement authorities with copies of information contained in Subsection (A)(1) to (4) of this Section and information contained in subdivision (6) of subsection 4 of Section 367.040, RSMo. The pawnbroker shall transmit information electronically to a database selected by the City (such as "Leads-On-Line" or its equivalent), except that paper copies shall be made available for an on-site inspection upon request of any appropriate law enforcement authority. All business regulated by this Section shall be required to be uploaded promptly, but in any event within three (3) business days after the receipt of any property.

1. The database shall contain the pawn and purchase transaction information recorded by reporting pawnbrokers pursuant to this Chapter and Section 367.040, RSMo., and shall be updated as requested. The database shall also contain such security features and protections as may be necessary to ensure that the reportable data maintained in the database can only be accessed by permitted users in accordance with the provisions of this Chapter.
2. The third party's charge for the database shall be based on the number of permitted users. Law enforcement agencies shall be charged directly for access to the database, and the charge shall be reasonable in relation to the costs of the third party in establishing and maintaining the database. No reporting pawnbroker or customer of a reporting pawnbroker shall be charged any costs for the creation or utilization of the database.
3. The information in the database shall only be accessible through the internet to permitted users who have provided a secure identification or access code to the database but shall allow such permitted users to access database information from any jurisdiction transmitting such information to that database. Such permitted users shall provide the database with an identifier number of a criminal action for which the identity of the pawn or purchase transaction customer is needed and a representation that the information is connected to an inquiry or to the investigation of a complaint or alleged crime involving goods delivered by that customer in that transaction. The database shall record, for each search, the identity of the Permitted User, the pawn or purchase transaction involved in the search, and the identity of any customer accessed through the search. Each search record shall be made available to other Permitted Users regardless of their jurisdiction. The database shall enable reporting pawnbrokers to transmit to the database through the internet reportable data for each pawn and purchase

transaction.

D. Any Pawnbroker shall make available for on-site inspection to any appropriate Law Enforcement Official, upon request, paper copies of any pawn or purchase transaction documents.

E. If a reporting pawnbroker or permitted user discovers any error in the reportable data, notice of such error shall be given to the database, which shall have a period of thirty (30) days in which to correct the error. Any reporting pawnbroker experiencing a computer malfunction preventing the transmission of reportable data or receipt of search requests shall be allowed a period of at least thirty (30) but no more than sixty (60) days to repair such malfunction, and during such period such pawnbroker shall not be deemed to be in violation of this Section if good faith efforts are made to correct the malfunction. During the periods specified in this Subsection, the reporting pawnbroker and permitted user shall arrange an alternative method or methods by which the reportable data shall be made available.

F. No reporting pawnbroker shall be obligated to incur any cost, other than internet service costs, in preparing, converting, or delivering its reportable data to the database.

G. If the pawn ticket is lost, destroyed, or stolen, the pledgor may so notify the pawnbroker in writing, and receipt of such notice shall invalidate such pawn ticket if the pledged goods have not previously been redeemed. Before delivering the pledged goods or issuing a new pawn ticket, the pawnbroker shall require the pledgor to make a written affidavit of the loss, destruction, or theft of the ticket. The pawnbroker shall record on the written statement the identifying information required, the date the statement is given, and the number of the pawn ticket lost, destroyed, or stolen. The affidavit shall be signed by a notary public appointed by the Secretary of State pursuant to Chapter 486, RSMo., to perform notarial acts in this State.

H. If the item being pawned is gold, silver, or jewelry containing gold or silver, the Pawnbroker shall completely, accurately, and legibly record and photograph every transaction on a form provided by and prepared by the buyer.

Sec. 33-55. Precious metals, sale of — definitions — record of transactions, requirements — purchase from minor, requirements — weighing device, use of — applicability to pawnbrokers. — 1.

A. As used in this section, the following words and terms have the following meanings, unless the context clearly indicates otherwise:

1. "Business combination", the same meaning as such term is defined in section 351.459 RSMo;

2. "Buyer of gold, silver, or platinum" or "buyer", an individual, partnership, association, corporation, or business entity, who or which purchases gold, silver, or platinum from the general public for resale or refining, or an individual who acts as agent for the individual, partnership, association, corporation, or business entity for the purchases. The term does not include financial institutions licensed under federal or state banking laws, the purchaser of gold, silver, or platinum who purchases from a seller seeking a trade-in or allowance, and the purchaser of gold, silver, or platinum for his or her own use or ownership and not for resale or refining;

3. "Gold", means items containing or being of gold including, but not limited to, jewelry. The term does not include coins, ingots, bullion, or articles containing less than five percent gold by weight;

4. "Platinum", means items containing or being of platinum, but shall only include jewelry. The term does not include coins, ingots, bullion, catalytic converters, or articles

containing less than five percent platinum by weight;

5. "Silver", means items containing or being of silver including, but not limited to, jewelry. The term does not include coins, ingots, bullion, photographic film, or articles containing less than five percent silver by weight;

6. "Weighing device", shall only include a device that is inspected and approved by the weight and measures program within the Department of Agriculture.

B. The buyer shall completely, accurately, and legibly record and photograph every transaction on a form provided by and prepared by the buyer. The record of every transaction shall include the following:

1. A copy of the driver's license or photo identification issued by the state or by the United States government or agency thereof to the person from whom the material is obtained;

2. The name, current address, birth date, sex, and a photograph of the person from whom the material is obtained, if not included or are different from the identification required in subdivision (1) of this subsection;

3. The seller shall be required to sign the form on which is recorded the information required by this section;

4. An accurate description of the property purchased;

5. The time and date of the transaction shall be recorded at the time of the transaction.

C. Records of transactions shall be maintained by the buyer in gold, silver, or platinum for a period of one year and shall be available for inspection by any law enforcement official of the federal government, state, municipality, or county. No buyer shall accept any pre-melted gold, silver, or platinum, unless it is part of the design of an item of jewelry. Each item of gold, silver, or platinum purchased by a buyer in gold, silver, or platinum shall be retained in an unaltered condition for ten full days that the buyer is open to the public. It shall be the buyer's duty to inform law enforcement if the buyer has any reason to believe an item purchased may have been obtained illegally by a seller.

D. Records of buyer transactions shall be made available, upon request, to law enforcement officials, governmental entities, and any other concerned entities or persons at the location where the transaction occurred. The buyer shall not keep law enforcement officials, governmental entities, or any other concerned entities or persons from accessing such records during the buyer's normal business hours.

E. When a purchase is made from a minor, the written authority of the parent, guardian, or person in loco parentis authorizing the sale shall be attached and maintained with the record of transaction described in subsection 2 of this section.

F. Weighing

1. When a weighing device is used to purchase gold, silver, or platinum, there shall be posted, on a conspicuous sign located close to the weighing device, a statement of prices for the gold, silver, or platinum being purchased as a result of the weight determination.

2. The statement of prices shall include, but not be limited to, the following in terms of the price per troy ounce:

- (a) The price for twenty-four karat, eighteen karat, fourteen karat, and ten karat gold;
- (b) The price for pure silver and sterling silver;
- (c) The price for platinum.

3. When the weight determination is expressed in metric units, a conversion chart to troy ounces shall be prominently displayed so as to facilitate price comparison. The metric equivalent of a troy ounce is 31.10348 grams.

G. A weighing device used in the purchase of gold, silver, or platinum shall be positioned in such a manner that its indications may be accurately read and the weighing operation observed from a position which may be reasonably assumed by the buyer and the seller. A verbal statement of the result of the weighing shall be made by the person operating the device and recorded on the buyer's record of transaction.

H. The purchase of an item of gold, silver, or platinum by a buyer in gold, silver, or platinum not in accordance with this section shall constitute a violation of this section and the buyer may be subject to a fine not to exceed one thousand dollars.

I. This section shall not apply to a pawnbroker, as defined in Section 33-54.A.3, RSMo 367.011, or a scrap metal dealer, as provided in RSMo 407.300 to 407.305.

Sec. 33-56. Scrap Metal Dealers

A. Any scrap metal dealer paying out an amount that is five hundred dollars or more shall make such payment by issuing a prenumbered check drawn on a regular bank account in the name of the licensed scrap metal dealer and with such check made payable to the person documented as the seller in accordance with this section, or by using a system for automated cash or electronic payment distribution which photographs or videotapes the payment recipient and identifies the payment with a distinct transaction in the register maintained in accordance with this chapter.

B. Any scrap metal dealer that purchases scrap metal from a seller and pays in the form of cash is required to obtain a copy of the seller's driver's license or nondriver's license if the metal is copper or a catalytic converter. This section shall not apply to any transaction for which the seller has an existing business relationship with the scrap metal dealer and is known to the scrap metal dealer making the purchase to be an established business or political subdivision that operates a business with a fixed location that can be reasonably expected to generate regulated scrap metal and can be reasonably identified as such a business.

C. Every purchaser or collector of, or dealer in, junk, scrap metal, or any secondhand property who obtains items for resale or profit shall keep a register containing a written or electronic record for each purchase or trade in which each type of material subject to the provisions of this section is obtained for value. There shall be a separate record for each transaction involving any:

1. Copper, brass, or bronze;
2. Aluminum wire, cable, pipe, tubing, bar, ingot, rod, fitting, or fastener;
3. Material containing copper or aluminum that is knowingly used for farming purposes as farming is defined in section 350.010; whatever may be the condition or length of such metal;

4. Detached catalytic converter; or
5. Motor vehicle, heavy equipment, or tractor battery.

D. The record required by this section shall contain the following data:

1. A copy of the driver's license or photo identification issued by the state or by the United States government or agency thereof of the person from whom the material is obtained;
2. The current address, gender, birth date, and a color photograph of the person from whom the material is obtained if not included or are different from the identification required in subdivision 1 of this subsection;
3. The date, time, and place of the transaction;
4. The license plate number of the vehicle used by the seller during the transaction; and
5. A full description of the material, including the weight and purchase price.
6. The records required under this section shall be maintained for a minimum of thirty-six months from when such material is obtained and shall be available for inspection by any law enforcement officer.

E. No transaction that includes a detached catalytic converter shall occur at any location other than the fixed place of business of the purchaser or collector of, or dealer in, junk, scrap metal, or any secondhand property. No detached catalytic converter shall be altered, modified, disassembled, or destroyed until it has been in the purchaser's, collector's, or dealer's possession for five business days.

Sec. 33-57. Dealers in Secondhand Property, Junk, or Scrap Metal.

A. Whenever any collector of or dealer in secondhand property, junk, or scrap metal purchases any bronze cemetery vase or receptacle, any bronze cemetery memorial or any bronze statuary, whatever may be the condition of the vase or receptacle, cemetery memorial, or bronze statuary, he* shall enter in a register kept for that purpose the name, address, and place of business of the person from whom the vase or receptacle was purchased, the driver's license number of the person, and a full description of each purchase including quantity by weight thereof.

B. Any law enforcement officer may inspect the register at any reasonable time.

Sec. 33-58. No person shall operate as a pawnbroker, as a buyer of gold, silver, or platinum, as a junk or scrap dealer, or as a dealer in second-hand property within the City unless such person is so operating according to Sections 33-54 to 33-57 of this Code. The City may revoke the business license of any person in violation of this section.

Sec. 33-59. Any person violating Sections 33-54 to 33-58 of this Code shall be guilty of an ordinance violation punishable by a fine of not less than Fifty Dollars (\$50) and/or not more than ninety (90) days in jail.

SECTION TWO. Repeal of Conflicting Ordinances. Any ordinance or portion of an ordinance directly in conflict with the provisions of this Ordinance is hereby repealed.

SECTION THREE. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

APPROVED:

MAYOR

ATTEST

CITY CLERK

APPROVED AS TO FORM

CITY COUNSELOR

Title XXIV BUSINESS AND FINANCIAL INSTITUTIONS

Chapter 367

< > • Effective - 28 Aug 2020, 4 histories ↓

367.031. Receipt for pledged property — contents — definitions — third-party charge for database — access to database information, limitations — error in data, procedure — loss of pawn ticket, effect. — 1. At the time of making any secured personal credit loan, the lender shall execute and deliver to the borrower a receipt for and describing the tangible personal property subjected to the security interest to secure the payment of the loan. The receipt shall contain the following:

- (1) The name and address of the pawnshop;
- (2) The name and address of the pledgor, the pledgor's description, and the driver's license number, military identification number, identification certificate number, or other official number capable of identifying the pledgor;
- (3) The date of the transaction;
- (4) An identification and description of the pledged goods, including serial numbers if reasonably available;
- (5) The amount of cash advanced or credit extended to the pledgor;
- (6) The amount of the pawn service charge;
- (7) The total amount which must be paid to redeem the pledged goods on the maturity date;
- (8) The maturity date of the pawn transaction; and
- (9) A statement to the effect that the pledgor is not obligated to redeem the pledged goods, and that the pledged goods may be forfeited to the pawnbroker sixty days after the specified maturity date.

2. The pawnbroker may be required, in accordance with local ordinances, to furnish appropriate law enforcement authorities with copies of information contained in subdivisions (1) to (4) of subsection 1 of this section and information contained in subdivision (6) of subsection 4 of section 367.040. The pawnbroker may satisfy such requirements by transmitting such information electronically to a database in accordance with this section, except that paper copies shall be made available for an on-site inspection upon request of any appropriate law enforcement authority.

3. As used in this section, the following terms mean:

(1) "**Database**", a computer database established and maintained by a third party engaged in the business of establishing and maintaining one or more databases;

(2) "**Permitted user**", persons authorized by law enforcement personnel to access the database;

(3) "**Reportable data**", the information required to be recorded by pawnbrokers for pawn transactions pursuant to subdivisions (1) to (4) of subsection 1 of this section and the information required to be recorded by pawnbrokers for purchase transactions pursuant to subdivision (6) of subsection 4 of section 367.040;

(4) "**Reporting pawnbroker**", a pawnbroker who chooses to transmit reportable data electronically to the database;

(5) "**Search**", the accessing of a single database record.

4. The database shall provide appropriate law enforcement officials with the information contained in subdivisions (1) to (4) of subsection 1 of this section and other useful information to facilitate the investigation of alleged property crimes while protecting the privacy rights of pawnbrokers and pawnshop customers with regard to their transactions.

5. The database shall contain the pawn and purchase transaction information recorded by reporting pawnbrokers pursuant to this section and section 367.040 and shall be updated as requested. The database shall also contain such security features and protections as may be necessary to ensure that the reportable data maintained in the database can only be accessed by permitted users in accordance with the provisions of this section.

6. The third party's charge for the database shall be based on the number of permitted users. Law enforcement agencies shall be charged directly for access to the database, and the charge shall be reasonable in relation to the costs of the third party in establishing and maintaining the database. No reporting pawnbroker or customer of a reporting pawnbroker shall be charged any costs for the creation or utilization of the database.

7. (1) The information in the database shall only be accessible through the internet to permitted users who have provided a secure identification or access code to the database but shall allow such permitted users to access database information from any jurisdiction transmitting such information to that database. Such permitted users shall provide the database with an identifier number of a criminal action for which the identity of the pawn or purchase transaction customer is needed and a representation that the information is connected to an inquiry or to the investigation of a complaint or alleged crime involving goods delivered by that customer in that transaction. The database shall record, for each search, the identity of the permitted user, the pawn or purchase transaction involved in

the search, and the identity of any customer accessed through the search. Each search record shall be made available to other permitted users regardless of their jurisdiction. The database shall enable reporting pawnbrokers to transmit to the database through the internet reportable data for each pawn and purchase transaction.

(2) Any person who gains access to information in the database through fraud or false pretenses shall be guilty of a class D felony.

8. Any pawnbroker licensed under section 367.043 shall meet the following requirements:

(1) Provide all reportable data to appropriate users by transmitting it through the internet to the database;

(2) Transmit all reportable data for one business day to the database prior to the end of the following business day;

(3) Make available for on-site inspection to any appropriate law enforcement official, upon request, paper copies of any pawn or purchase transaction documents.

9. If a reporting pawnbroker or permitted user discovers any error in the reportable data, notice of such error shall be given to the database, which shall have a period of thirty days in which to correct the error. Any reporting pawnbroker experiencing a computer malfunction preventing the transmission of reportable data or receipt of search requests shall be allowed a period of at least thirty but no more than sixty days to repair such malfunction, and during such period such pawnbroker shall not be deemed to be in violation of this section if good faith efforts are made to correct the malfunction. During the periods specified in this subsection, the reporting pawnbroker and permitted user shall arrange an alternative method or methods by which the reportable data shall be made available.

10. No reporting pawnbroker shall be obligated to incur any cost, other than internet service costs, in preparing, converting, or delivering its reportable data to the database.

11. If the pawn ticket is lost, destroyed, or stolen, the pledgor may so notify the pawnbroker in writing, and receipt of such notice shall invalidate such pawn ticket, if the pledged goods have not previously been redeemed. Before delivering the pledged goods or issuing a new pawn ticket, the pawnbroker shall require the pledgor to make a written affidavit of the loss, destruction or theft of the ticket. The pawnbroker shall record on the written statement the identifying information required, the date the statement is given, and the number of the pawn ticket lost, destroyed, or stolen. The affidavit shall be signed by a notary public appointed by the secretary of state pursuant to chapter 486 to perform notarial acts in this state.

Title XXIV BUSINESS AND FINANCIAL INSTITUTIONS

Chapter 367

< > • Effective - 28 Aug 1990 ↓

367.040. Loans due, when — return of collateral, when — restrictions. — 1. Every secured personal credit loan shall be due and payable in lump sum thirty days after the date of the loan contract, or, if extended, thirty days after the date of the last preceding extension of the loan, and if not so paid when due, it shall, on the next day following, be in default. The lender shall retain possession of the tangible personal property subjected to the security interest to secure payment of any secured personal credit loan for a period of sixty days next following the date of default. If, during the period of sixty days, the borrower shall pay to the lender the principal sum of the loan, with the loan fee or fees, and the interest due thereon to the date of payment, the lender shall thereupon deliver possession of the tangible personal property to the borrower. But if the borrower fails, during the period of sixty days, to make payment, then title to the tangible personal property shall, on the day following the expiration of the period of sixty days, pass to the lender, without foreclosure, and the right of redemption by the borrower shall be forever barred.

2. A pledgor shall have no obligation to redeem pledged goods or make any payment on a pawn transaction.

3. Except as otherwise provided by sections 367.011 to 367.060, any person properly identifying himself and presenting a pawn ticket to the pawnbroker shall be presumed to be entitled to redeem the pledged goods described therein.

4. A pawnbroker shall not:

(1) Accept a pledge from a person who is under eighteen years of age;

(2) Make any agreement requiring the personal liability of a pledgor in connection with a pawn transaction;

(3) Accept any waiver, in writing or otherwise, of any right or protection accorded a pledgor under sections 367.011 to 367.060;

(4) Fail to exercise reasonable care to protect pledged goods from loss or damage;

(5) Fail to return pledged goods to a pledgor upon payment of the full amount due the pawnbroker on the pawn transaction. In the event such pledged goods are lost or damaged as a result of pawnbroker negligence while in the possession of the pawnbroker it shall be the responsibility of the pawnbroker to replace the lost or damaged goods with like kind of merchandise. Lenders shall not be responsible for loss of pledged articles due

to acts of God, acts of war, or riots. Each lender shall employ, if reasonably available in his area, a reputable company for the purpose of fire and theft security;

(6) Purchase or take in trade used or secondhand personal property unless a record is established that contains:

(a) The name, address, physical description, and the driver's license number, military identification number, identification certificate number, or other official number capable of identifying the seller;

(b) A complete description of the property, including the serial number if reasonably available, or other identifying characteristic; and

(c) A signed document from the seller providing that the seller has the right to sell the property.

(L. 1951 p. 281 § 4, A.L. 1965 p. 114, A.L. 1990 H.B. 1125)

---- end of effective 28 Aug 1990 ----
use this link to bookmark section 367.040

Click here for the **Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law**

In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



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History and Fun Facts

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Title XXVI TRADE AND COMMERCE

Chapter 407

< > Effective - 28 Aug 2021, 2 histories, highlighted 2

407.292. Precious metals, sale of — definitions — record of transactions, requirements — purchase from minor, requirements — weighing device, use of — applicability to pawnbrokers. — 1. As used in this section, the following words and terms have the following meanings, unless the context clearly indicates otherwise:

(1) "**Business combination**", the same meaning as such term is defined in section 351.459;

(2) "**Buyer of gold, silver, or platinum**" or "**buyer**", an individual, partnership, association, corporation, or business entity, who or which purchases gold, silver, or platinum from the general public for resale or refining, or an individual who acts as agent for the individual, partnership, association, corporation, or business entity for the purchases. The term does not include financial institutions licensed under federal or state banking laws, the purchaser of gold, silver, or platinum who purchases from a seller seeking a trade-in or allowance, and the purchaser of gold, silver, or platinum for his or her own use or ownership and not for resale or refining;

(3) "**Gold**", items containing or being of gold including, but not limited to, jewelry. The term does not include coins, ingots, or bullion or articles containing less than five percent gold by weight;

(4) "**Platinum**", items containing or being of platinum, but shall only include jewelry. The term does not include coins, ingots, bullion, or catalytic converters or articles containing less than five percent platinum by weight;

(5) "**Silver**", items containing or being of silver including, but not limited to, jewelry. The term does not include coins, ingots, bullion, or photographic film or articles containing less than five percent silver by weight;

(6) "**Weighing device**", shall only include a device that is inspected and approved by the weight and measures program within the department of agriculture.

2. The buyer shall completely, accurately, and legibly record and photograph every transaction on a form provided by and prepared by the buyer. The record of every transaction shall include the following:

(1) A copy of the driver's license or photo identification issued by the state or by the United States government or agency thereof to the person from whom the material is obtained;

(2) The name, current address, birth date, sex, and a photograph of the person from whom the material is obtained, if not included or are different from the identification required in subdivision (1) of this subsection;

(3) The seller shall be required to sign the form on which is recorded the information required by this section;

(4) An accurate description of the property purchased;

(5) The time and date of the transaction shall be recorded at the time of the transaction.

Records of transactions shall be maintained by the buyer in gold, silver, or platinum for a period of one year and shall be available for inspection by any law enforcement official of the federal government, state, municipality, or county. No buyer shall accept any premelted gold, silver, or platinum, unless it is part of the design of an item of jewelry. Each item of gold, silver, or platinum purchased by a buyer in gold, silver, or platinum shall be retained in an unaltered condition for ten full days that the buyer is open to the public. It shall be the buyer's duty to inform law enforcement if the buyer has any reason to believe an item purchased may have been obtained illegally by a seller.

3. Records of buyer transactions shall be made available, upon request, to law enforcement officials, governmental entities, and any other concerned entities or persons at the location where the transaction occurred. The buyer shall not keep law enforcement officials, governmental entities, or any other concerned entities or persons from accessing such records during the buyer's normal business hours.

4. When a purchase is made from a minor, the written authority of the parent, guardian, or person in loco parentis authorizing the sale shall be attached and maintained with the record of transaction described in subsection 2 of this section.

5. (1) When a weighing device is used to purchase gold, silver, or platinum, there shall be posted, on a conspicuous sign located close to the weighing device, a statement of prices for the gold, silver, or platinum being purchased as a result of the weight determination.

(2) The statement of prices shall include, but not be limited to, the following in terms of the price per troy ounce:

(a) The price for twenty-four karat, eighteen karat, fourteen karat, and ten karat gold;

(b) The price for pure silver and sterling silver;

(c) The price for platinum.

(3) When the weight determination is expressed in metric units, a conversion chart to troy ounces shall be prominently displayed so as to facilitate price comparison. The

metric equivalent of a troy ounce is 31.10348 grams.

6. A weighing device used in the purchase of gold, silver, or platinum shall be positioned in such a manner that its indications may be accurately read and the weighing operation observed from a position which may be reasonably assumed by the buyer and the seller. A verbal statement of the result of the weighing shall be made by the person operating the device and recorded on the buyer's record of transaction.

7. The purchase of an item of gold, silver, or platinum by a buyer in gold, silver, or platinum not in accordance with this section shall constitute a violation of this section and the buyer may be subject to a fine not to exceed one thousand dollars.

8. This section shall not apply to a pawnbroker, as defined in section 367.011, or a scrap metal dealer, as provided in sections 407.300 to 407.305.

(L. 2013 S.B. 157 and S.B. 102, A.L. 2021 H.B. 69)

---- end of effective 28 Aug 2021 ----
use this link to bookmark section 407.292

- All versions

	Effective	End
407.292	8/28/2021	
407.292	8/28/2013	8/28/2021

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #517 – Pine Street Improvements

BUDGET APPROPRIATION: \$400,000

DATE: 05/20/24

COMMENTARY:

City staff received bids for Pine Street Improvements project. The bids were as follows:

Donald Maggi, Inc. PO Box 66 Rolla, MO 65402	\$331,428.10
--	--------------

Logan Excavating, LLC 31442 Hwy 63 North Vienna, MO 65582	\$375,511.00
---	--------------

This bid is for all of the concrete improvements on Pine Street from 12th Street to Bishop Avenue. It includes new curb and gutter, sidewalks, and driveways. Included in your packet are the cross sections indicating the improvements.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi, Inc. for \$331,428.10.

ITEM NO. III.C.1

ORDINANCE NO.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20TH DAY OF MAY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of “**PINE STREET IMPROVEMENTS, PROJECT 517**”, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of “**PINE STREET IMPROVEMENTS, PROJECT 517**”.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$331,428.10 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work by December 1st, 2024.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars (500.00) per calendar day that the Contractor shall be in default.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____
TITLE _____

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public



DEPARTMENT OF PUBLIC WORKS
 901 North Elm
 P.O. Box 979
 Rolla, MO 65402

Phone: (573) 364-8659

FAX: (573) 364-8602

e-mail: dpryor@rollacity.org

www.rollacity.org

**PINE STREET IMPROVEMENTS
 PROJECT 517**

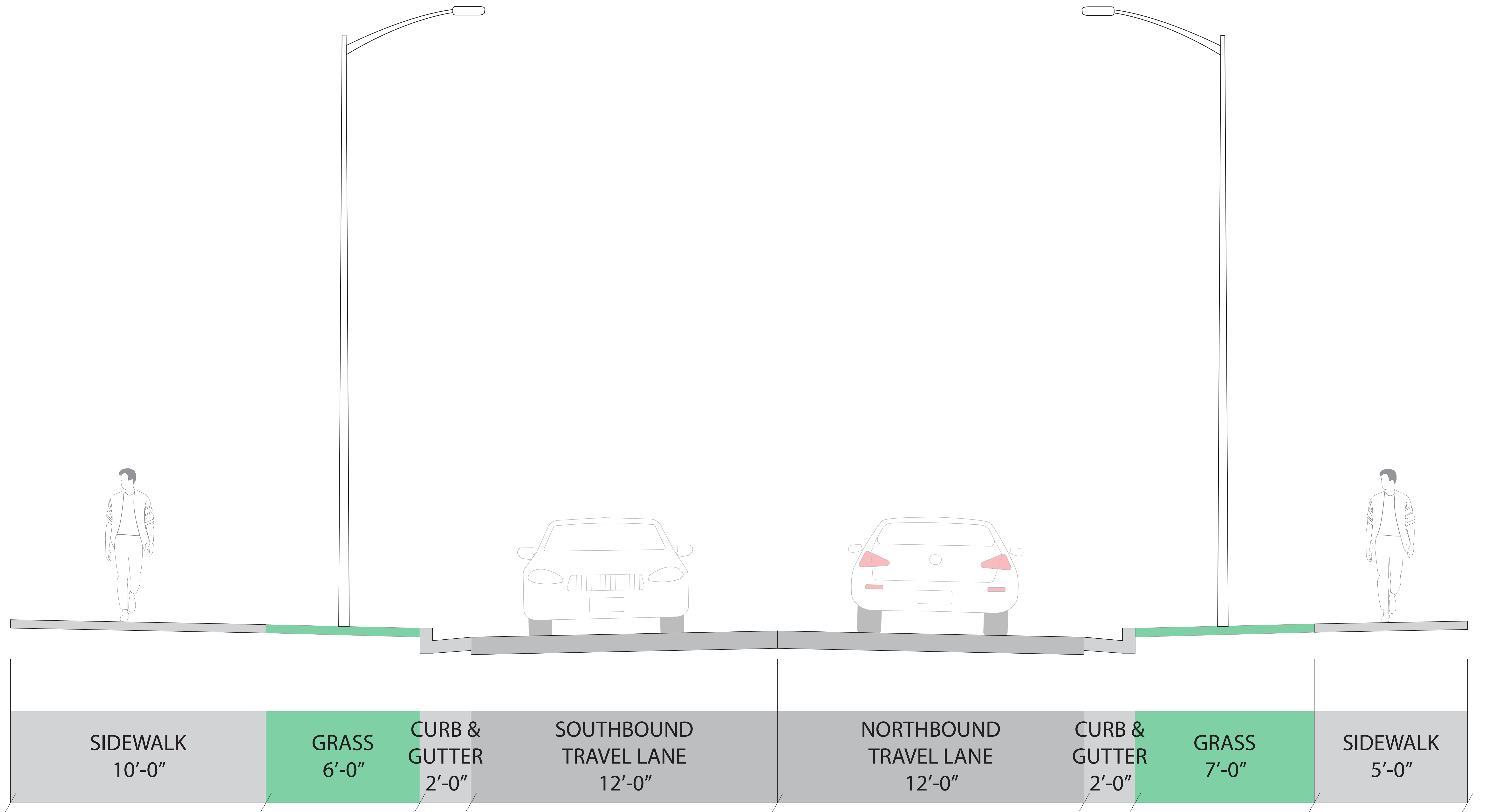
Donald Maggi, Inc.
 Dennis Spurgeon
 PO Box 66
 Rolla, MO 65402
 Ph: 573-364-7733
 FAX: 573-341-5065

maggiconst@gmail.com

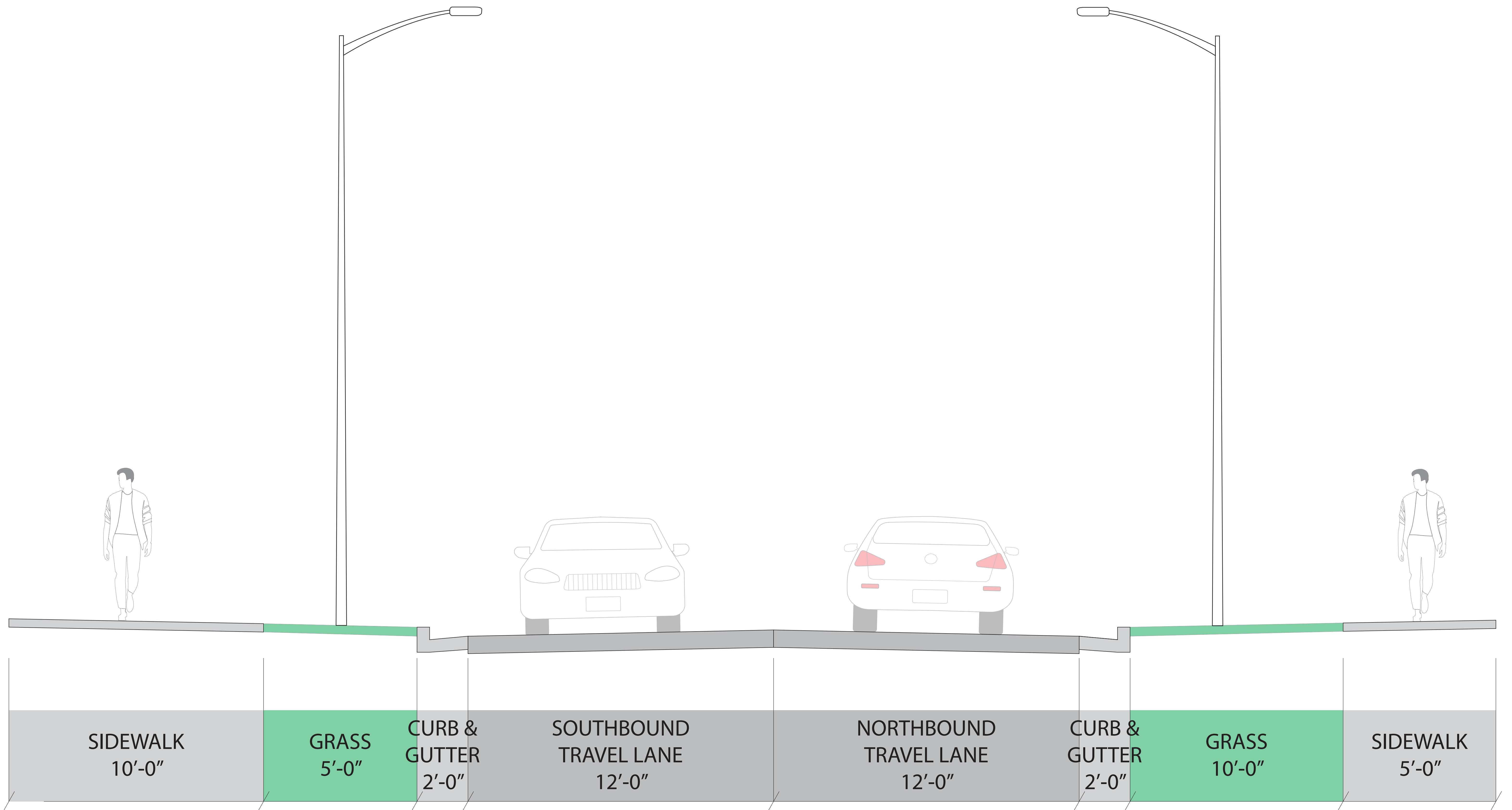
Logan Excavating, LLC
 Paul Logan
 31442 Hwy 63N
 Vienna, MO 65582
 573-690-2844

paul@loganexcavatingllc.com

DESCRIPTION	QTY.		UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL				
Curb & Gutter	3,745	LF	\$ 23.20	\$ 86,884.00	\$ 25.00	\$ 93,625.00				
6" Driveway	11,328	SF	\$ 7.80	\$ 88,358.40	\$ 9.30	\$ 105,350.40				
4" Sidewalk	27,886	SY	\$ 4.95	\$ 138,035.70	\$ 6.00	\$ 167,316.00				
Cast Iron Domes	330	SF	\$ 55.00	\$ 18,150.00	\$ 29.50	\$ 9,735.00				
TOTAL BID PRICE			\$	331,428.10	\$	376,026.40				



PINE STREET
12th St to 16th St



PINE STREET
16th St to Bishop Ave

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Pine Street No-Parking

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 05-20-24

COMMENTARY:

Staff is requesting to remove parking on a few sections of Pine Street between 12th and Bishop. In your packet are maps depicting the proposed changes. These changes will allow for the reconstruction of Pine Street from 12th to Bishop.

Staff recommends approval.

ITEM NO. IV.A.1

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

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

Fourteenth Street, from the intersection of the Pine Street spur to the intersection of Fourteenth Street and Pine Street.

Pine Street, on the east side, between Twelfth Street and Thirteenth Street. (Ord. 1266, §1; Ord. 1769, §1.)

Pine Street, on either side, from a point one hundred fifty feet south of the intersection of Pine Street and Fourteenth Street to the intersection of Pine Street and Fourteenth Street.

Pine Street, on the east side, between Fourteenth Street and the north side of the Pine Street spur.

Pine Street (spur), on the west side, from the intersection of the Pine Street spur and Fourteenth Street to the intersection of the Pine Street spur and Pine Street.

Pine Street (spur), on the east side, from a point thirty feet south of the intersection of the Pine Street spur and Pine Street to the intersection of the Pine Street spur and Pine Street.

Pine Street, on the east side, from a point sixty feet south of the intersection of Pine Street and Fifteenth Street to the intersection of Pine Street and Sixteenth Street.

Pine Street, on the east side, from a point forty feet south of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point forty feet north of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty-feet south of the intersection of Pine Street and Eighteenth Street. (Ord. 4313)

Section 2: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

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

Pine Street, on the east side, between Twelfth Street and Bishop Avenue (U.S. Highway 63).

Section 3: This ordinance will be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20th DAY OF MAY, 2024.

APPROVED:

ATTEST:

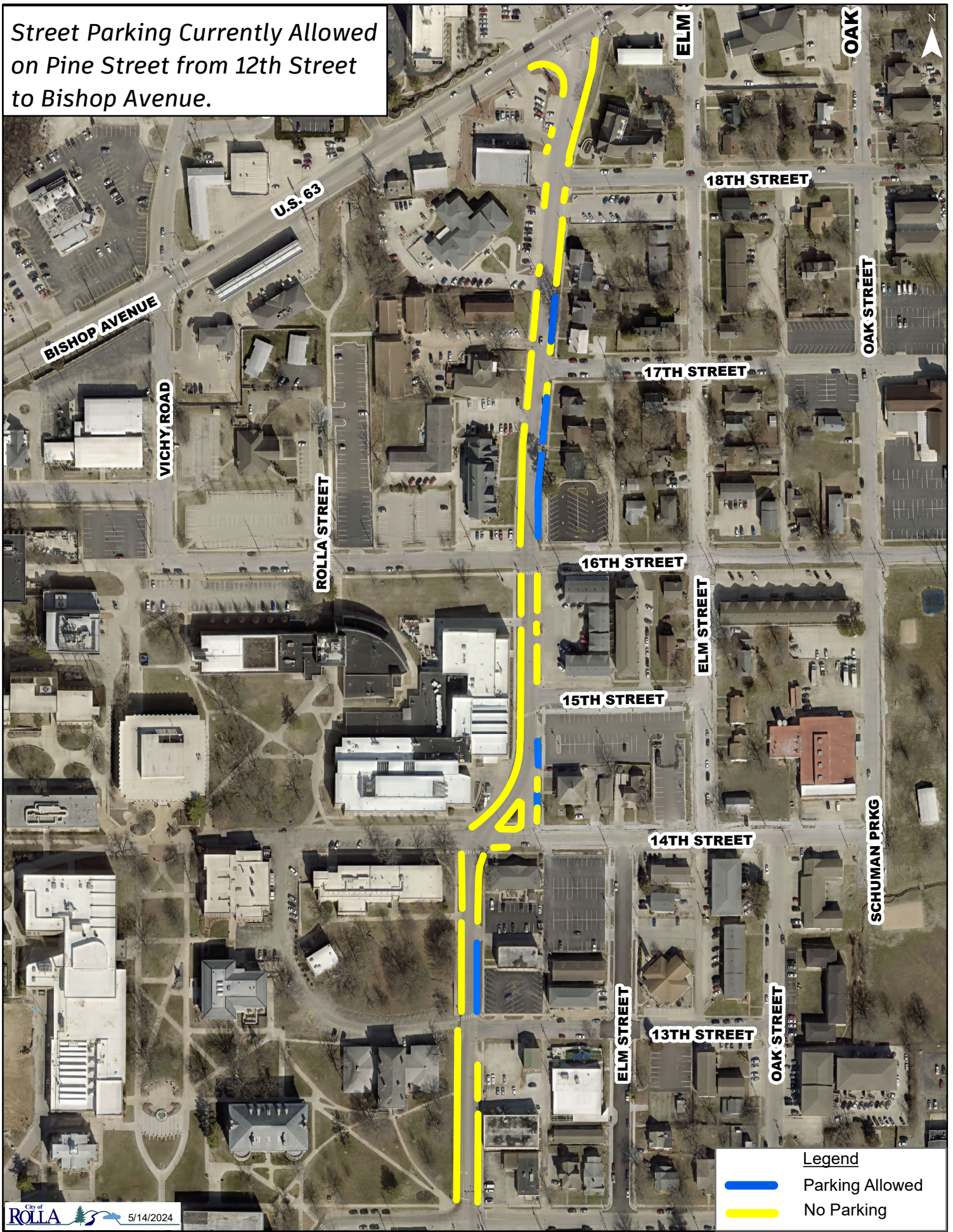
MAYOR



CITY CLERK

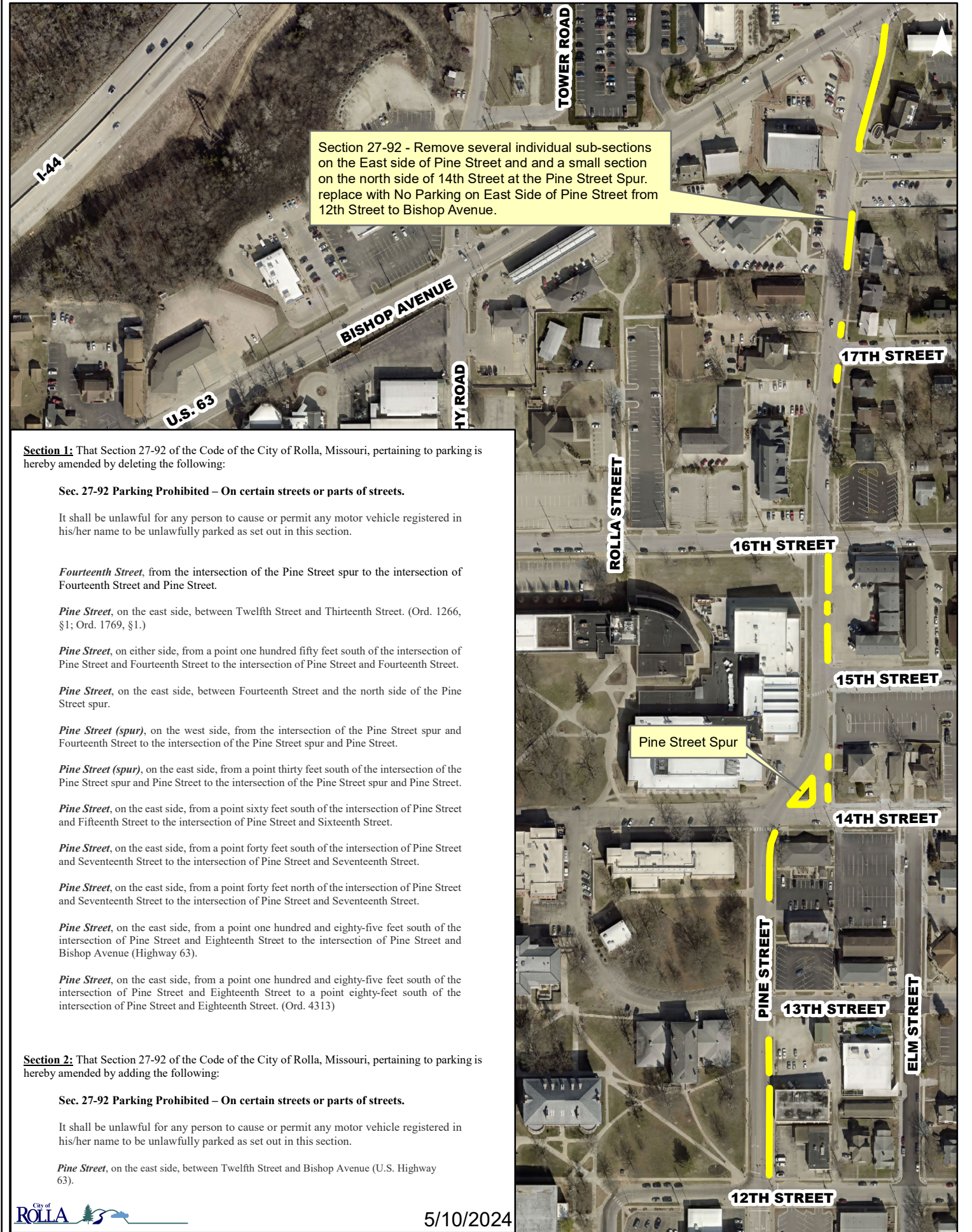
APPROVED AS TO FORM:

CITY COUNSELOR

Street Parking Currently Allowed on Pine Street from 12th Street to Bishop Avenue.



- Legend
-  Parking Allowed
 -  No Parking



Section 27-92 - Remove several individual sub-sections on the East side of Pine Street and a small section on the north side of 14th Street at the Pine Street Spur. replace with No Parking on East Side of Pine Street from 12th Street to Bishop Avenue.

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

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Pine Street, on the east side, from a point forty feet north of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Chief Jeff Breen **ACTION REQUESTED:** Information/Discussion

ITEM/SUBJECT: 48/96 Shift Schedule Trial

BUDGET APPROPRIATION (IF APPLICABLE) \$ 0

DATE: May 20,2024

The Fire Industry has seen a significant shift in scheduling from the traditional 24/48 hour schedule to the 48/96 schedule. Similarly City of Rolla Fire & Rescue team members have expressed a desire to move from our current 24/48 shift schedule to a 48/96 schedule.

There are a couple primary reasons for the popularity of the 48/96 schedule over the last several years. With the 24/48 hours schedule, there is only one available evening to interact with family free of worries about preparing for the next on-duty day. The 48/96 schedule also increases available weekends from 17 per year to 26 weekends per year also enhancing quality family time. Lastly new recruits in particular are attracted to the 48/96 schedule due to family flexibility.

Included in this packet is a sampling of Missouri fire departments that have gone to the 48/96 schedule. Also included is a “white paper” conducted by the College Station Fire Department and has been widely used by many fire departments before going to this shift model. Lastly, included is a longitudinal study on firefighters’ sleep changes after switching shift schedules from a 24/48 to a 48/96 schedule (and revealing better sleep and physical recovery).

Without any serious concerns with this schedule change, Fire Administration would like to proceed with a one year trial period to monitor the schedule change through all four seasons. In addition we will monitor sick leave usage, mission readiness and training.

At the conclusion of the trial period Fire Administration, City Administration and department team members will have an opportunity to assess the proposed schedule.

Fire Administration conducted an anonymous polling of all Firefighters and 80% of the Department was supportive of the trial schedule change.

This proposed change will have little to no budget impact as all employees work the same yearly average hours with either of the two scheduling models. Administration is happy to answer any questions on this proposal.

ITEM NO. IV.B.1

48/96 Information:

Firefighter's working hours would not change going to a 48/96 hour schedule from a 24/48 model. No compensation change would take place therefore ch.13 of our personnel rules and regulations pertaining to accrual of sick/vacation leave shouldn't need to change.

This is a general listing of Missouri municipal fire departments and fire protection districts that are working on a 48/96 model. This list includes departments that are the same size of Rolla, smaller than Rolla, and larger than Rolla ranging from across the state. This list is a small sample (16) of the many departments state wide that have moved to this schedule:

- 1) Columbia City Fire
- 2) Jefferson City Fire
- 3) South Metro Fire Protection District
- 4) Ozark City Fire
- 5) Nixa City Fire
- 6) Riverside City Fire
- 7) Osage Beach Fire Protection District
- 8) Valley Park Fire
- 9) Redings Mill Fire
- 10) Pacific Fire
- 11) Lee's Summit City Fire
- 12) Antonia Fire
- 13) Osceola Fire
- 14) Eureka Fire
- 15) Rolla Rural Fire Protection District
- 16) St. Robert City Fire

I could find no objective study or white paper specifically for the state of Missouri. I was able to find a good comprehensive white paper posted by FEMA. This paper is from College Station Fire Department in Texas. It shows pros and cons and was scientifically produced. I was also able to find an abstract citation (from 24/48 to a 48/96 schedule) study on firefighters sleep changes after switching shift schedules: A Longitudinal Study.

Organizational Impacts of Changing Work Schedules from a 24/48 Hour Shift to a 48/96 Hour
Shift

Christopher Kelly

College Station Fire Department, College Station, Texas

CERTIFICATION STATEMENT

I hereby certify that this paper constitutes my own product, that where the language of others is set forth, quotation marks so indicate, and that appropriate credit is given where I have used the language, ideas, expressions, or writings of another.

Signed: _____

Abstract

The problem was the College Station Fire Department wanted to implement a change in the shift work schedule from a 24/48 hour shift to a 48/96 hour shift and was uncertain how this would affect the organization. The purpose of the research was to identify potential impacts that would affect the organization by changing the shift work schedule from a 24/48 hour shift to a 48/96 hour shift. Descriptive research methods were used to conduct literature reviews on the topic and questionnaires were created. Questionnaires were used to assess the attitudes and opinions of those within the organization. Questionnaires were also sent to individuals in external organizations that were currently operating on the 48/96 hour shift schedule. The questionnaires focused on the perceived impacts by personnel and whether or not any of those perceived challenges actually occurred from changing to a 48/96 hour shift schedule. Employee morale was documented in the external organizations to draw conclusions on how morale would be affected internally by the change in schedule. Results showed that the 48/96 hour shift schedule is a viable option for the College Station Fire Department. Many of the valid concerns outlined before implementation were never realized in the reporting organizations and universally they all reported a positive increase in employee morale. A recommendation to conduct further research is prudent because a more comprehensive study is necessary to fully document all the potential impacts that would occur from changing work schedules.

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Organizational Impacts of Changing Work Schedules from a 24/48 Hour Shift to a 48/96 Hour Shift

The problem is the College Station Fire Department (CSFD) wants to implement a change in the shift work schedule from a 24/48 hour shift to a 48/96 hour shift and is uncertain how this will affect the organization. The purpose of this research is to identify potential organizational impacts that may affect the organization by changing the shift work schedule from a 24/48 hour shift to a 48/96 hour shift.

The research to address this problem included asking internal members about the current state of the department and the perceived impacts that they felt may occur from this type of change. The research also reached outside the organization to look for similar agencies that have experienced this transition. This was done to see if their concerns were similar to those expressed by members of the CSFD and if any of those concerns were ever realized. Morale was also examined within all the organizations to see if any similarities could be derived.

The research method used to complete this project is descriptive research. Descriptive research methodology by definition is, “determining and reporting the present status of something” and “to look at the way things are at the present time” (National Fire Academy, 2012a, p. II-12). This method lends itself well to describing in detail how things are currently in an organization and the perception of how it may be impacted by change.

The following are the three research questions that were addressed during the research to help determine what may affect the organization: (a) What are the perceived impacts that members of our organization think may happen if we were to switch to the new 48/96 hour shift schedule? (b) For organizations of similar size and mission that have experienced this transition, what were the perceived challenges prior to implementation and did any of these challenges

actually occur? (c) How did organizations that changed work schedules describe the effect on morale prior to implementation, during implementation and after the change had been done at the six month mark?

Background and Significance

The CSFD, located in College Station, Texas is a rapidly growing and proactive department serving both the city and Texas A&M University. Texas A&M University is the fourth largest university in our nation with a student population over 48,000 (City of College Station website, 2012). CSFD currently responds from six fire stations with 41 people on duty working a 24 hour shift with 48 hours off. CSFD has a total fire department staff including administration of 139 personnel. CSFD saw a 12.5% increase in call volume in calendar year 2008 over the previous year (City of College Station website, 2012). In 2011 the department responded to over 6,807 calls for emergency help in our response area. As the call volume increases over the years from continued growth there is concern that the number of responses may overload personnel and the stations.

CSFD has a response area that includes the 50.60 square miles of the City of College Station with an estimated population of 96,921 (City of College Station website, 2012), the city also provides ambulance service for the southern half of Brazos County. The City of Bryan, Texas is our sister city along our northern border with an estimated population of 76,000 residents over 43.4 square miles (City of Bryan website, 2012). Brazos County is approaching 200,000 people over 585.45 square miles per the 2011 estimates (United States Census Bureau, 2012). We have an automatic aid agreement between both cities and a mutual aid agreement with volunteer agencies in the unincorporated portions of Brazos County.

The Bryan Fire Department employs over 100 full time fire fighters and staff that operate out of five fire stations working an identical 24 hour shift with 48 hours off (City of Bryan website, 2012). This is significant because considering a change of work schedule may have an impact on them as well as the other agencies which employ fire department personnel on their off duty days. Working on a long shift schedule presents many challenges and there are varied schedules currently in use across the nation. So while there are many different shift alternatives, the intent of this research was to focus specifically on the comparison of our current 24/48 hour shift schedule with that of the 48/96 hour shift schedule. This schedule does not change the total number of hours worked in a year. An employee will work 48 hours on shift with 96 hours off shift, thereby reducing the amount of commutes to work in half.

It is prudent for organizations to be willing to look at ways to improve service delivery and some of the ways to do this could include reducing costs or through increasing morale from a more beneficial work schedule for our employees.

Currently, over 40 agencies with diverse demographics, management structures, and overall philosophies are using the 48/96 as progressive change that addressed numerous issues. Most of the departments that adopted the 48/96 schedule were motivated by the reduction in commuting and the fact that employees could spend more quality time with their families. A number of departments chose to switch as a means of attracting and maintaining employees. Many departments changed because they saw the positive benefits and improvements in morale in surrounding departments who had switched to the 48/96 (United Firefighters of Los Angeles City Local 112 [UFLAC], 2007, p. 4).

This problem relates directly to the goals of the United States Fire Administration, more specifically two of their five goals: (a) “goal 2 is to improve local planning and preparedness”,

and (b) “goal 3 is to improve the fire and emergency services’ capability for response to and recovery from all hazards” (United States Fire Administration [USFA], 2010, p. 13). The problem of providing an optimal schedule for the best performance of our firefighters will fulfill these goals and help with the recovery from these events in the safest way possible.

This applied research project reflects the course description as outlined in the Executive Fire Officer Program operational policies and procedures for the Executive Development course. “This course is designed to assist fire service personnel in developing effective management and leadership skills as they make the transition from manager to senior executive.”(National Fire Academy, 2012b, p. I-4). This course prepares individuals to look at difficult problems and through research prepare reports with recommendations. This is also outlined in the Executive Development course goals to “lead effectively within a dynamic and complex organization by enhancing the development of teams and the application of research” (National Fire Academy, 2011, p. ix).

Literature Review

“The 48/96 schedule is not a theoretical concept in the fire service but a proven and valid schedule option” (UFLAC, 2007, p. 3). Many agencies have invested significant time into the research of this topic. Some of the concerns focused on by many of these other reports included fatigue issues, family concerns, work productivity, morale issues, communication difficulties, and increased leave issues which could potentially have a financial impact on departments. Dr. Allison Hawkes (2006) used surveys, sleep diaries, and focus groups to analyze the effects of the 48/96 shift change on personnel of West Metro Fire Rescue located in a suburb of Denver, Colorado.

One area of concern with the 48/96 schedules was that 48 hours was too long for personnel to be at work and to respond safely on calls.

West Metro managed the fatigue by rotating personnel from busier units to slower units when their first shift is overwhelming. In the first nine months of 2006 this was reported on only three occasions. Fatigue was considered significant when a member did not receive five hours of inactivity during the last 12 hours of the first shift (Hawkes, 2006, p. 5).

Key findings from the report included personnel reporting “they slept more on average post schedule change” and “that sleep was attributed to both on and off shifts” (Hawkes, 2006, p. 2). A big increase was due to the fact that members had reported fewer sleep hours the night before a shift in anticipation of getting up to go on shift. The new 48/96 rotation minimizes this by cutting the number of times someone wakes up at home to come to work in half (Hawkes, 2006).

In the Provo Fire and Rescue special report the committee noted that “the 48/96 schedule provides more recovery time than our current schedule or any other schedule, thus reducing long term fatigue” (Harris et al., 2004, p. 3). Although the study showed long term fatigue was reduced, it did show that short term fatigue could increase and noted that each individual should pay close attention to their fatigue level and get adequate rest with recommendations for retiring at 2200 hours instead of staying up (Harris et al., 2004).

Dr. Susan Koen has done extensive research on the topic of shift schedule design and did a comparative analysis of the 24/48 work schedule versus the 48/96 hour work schedule. “The key question to be answered here is this: does the benefit of more consecutive off days provided by the 48-96 schedule create any negative costs in safety, health, on-duty performance, family

distress or individual morale and job satisfaction?”(Koen, 2005, p. 1). Koen (2005) notes that both the 24/48 work schedule and the 48/96 schedule have 1:2 work rest ratio which is better than the recommended minimum of a 3:4 ratio. She goes on to look at the frequency of sleep disruptions in an average night:

Firefighters who experience one call during their nighttime sleep period (e.g., 10:00 p.m.- 6:00 a.m.) typically will complete their first 24-hour workday in a state of mild sleep deprivation, depending on their ease of returning to sleep and their total sleep length that night. With a 5-hour block of restful sleep and at least one 90-minute completion sleep, sleep deprivation can be avoided. Those firefighters who average two calls during a typical on-duty night will most likely be in a state of moderate sleep deprivation, where cognitive fatigue problems will begin surfacing. (Koen, 2005, p. 1-2)

Busier stations, as found in most large cities that have three or more call outs a night, should not consider the second consecutive 24 hour shift in the 48/96 design model (Koen, 2005). One such city, The Minneapolis Fire Department had a unique setting in 2001 and 2002 to evaluate the model. A trial period was run within the organization with a test and a control group, all from within the organization. “The Minneapolis Fire Department moved one-third of the suppression force (about 145 firefighters) to a 48-hour shift on January 1, 2001” (Clack, 2003, p. 16). Within the Minneapolis Fire Department many of the impacts were shown to have a negative effect on the overall organization. Clack noted that “Over the years 2001 and 2002, discipline problems, sick leave, work-related injuries, motor vehicle accidents and turn out time were all significantly and negatively affected by firefighters working a 48 hour shift” (Clack, 2003, p. 19). Impacts were noted as being even more negative when the data from the last 24 of

the 48 hour shift was evaluated independently. The article also suggests that a department with a smaller workload may not experience the same negative consequences.

Other research provided results where firefighters had answered questionnaires in regards to fatigue and stress and had found a great demand for individual rooms for sleeping among stations that did not have such rooms (Takeyama et al., 2005, p. 10). It went on to note that sleep was easily disturbed in stations without these rooms which could have contributed to the fatigue of the firefighters. The report also cited earlier reports that frequent ambulance calls at night lead to high stress and fatigue among ambulance paramedics. Limitations of this study noted that “it was impossible to estimate the effect of emergency calls on fatigue, because there were few such calls during the period studied” (Takeyama et al., 2005, p. 10).

Family concerns also appear as one of the larger topics discussed in regards to the 48/96 schedule. Research has shown, “that the availability of the firefighter at home and interacting with the spouse and children is the most significant determinant of family well-being” (Koen, 2005, p. 2). This can be seen when we look at the number of mornings a firefighter wakes up at home. Under the 24/48 schedule a firefighter is only at home to assist with the children two out of every six mornings. In the 48/96 schedule there is a 50% increase and the firefighter wakes up at home three out of every six mornings. This scheduling offers firefighters a better chance at obtaining balance in their lives (UFLAC, 2007).

That balance also includes more periods of time off with the family over traditional weekend days. On a 24/48 hour schedule an employee will have one full weekend off out of every three weeks which is 17 per year. On a 48/96 schedule an employee has three free weekends off out of every six weeks which is 26 per year or nine extra weekends at home with the family (Koen, 2005). Research by Todd Poole addressed these issues as well and found that

the increased opportunity for firefighters and their families to enjoy more weekend trips outweighs the challenge of being unavailable for 48 consecutive hours (Poole, 2012).

The following is from a six month study that was evaluated and documented in a report by the International Association of Fire Chiefs (IAFC):

The majority of fire fighters and their families liked the 48-on/96-off schedule. Fire fighters felt that it interfered significantly less with family, leisure and social activities. And although fire fighters reported that their spouses were less supportive of the 48 hour schedule, when families directly were asked, they reported general satisfaction with the longer format. Findings from an internet survey of citizen feedback were positive concerning the fire department performance both before and after the change.

Importantly, the percentage of fire fighters supporting the change went from 64 percent before the switch to 86 percent after the 6 month trial interval (Elliot & Kuehl, 2007, p. 49)

Productivity was looked at in many reports and cited as improved under the 48/96 hour shift schedule. Organizations experienced less duplication of efforts with routine tasks like morning checks and shopping for meals (UFLAC, 2007). Members also felt like a project could be started and completed over two consecutive days with no breakdown and setup that may be required in the 24/48 hour schedule. This also was advantageous in the scheduling of training over a two day period in case of interruptions from emergency responses as well as the ability to have crews out for night drills or early in the morning so as to beat the heat (Harris et al., 2004).

Communication at the shift level has been looked at in previous research and was noted in a previous report as:

Administrative drawbacks were generally limited in number and nearly all resources described similar administrative drawbacks such as working a straight 48-hour shift resulting in fatigue and the lengthy time period between duty shifts whereby organizational communications might be hampered (Hall, 2007, p. 29).

Lack of communication and personnel unavailability was a concern because once every six weeks an individual would work both a Saturday and Sunday and would therefore be unavailable for a ten day period from administration personnel working a 40 hour work week (UFLAC, 2007). This report indicated it was not that much of a concern because off duty members are easily contacted via email and cell phones.

All potential impacts that were looked at by the research did share a common thread that at no point did anyone want to cause negative financial impacts on the organizations. A key component of costs in most organizations is the use and cost of overtime to cover shifts. Most studies tied this with sick leave and the reduction of sick leave would therefore reduce overtime costs. In a feasibility study prepared for the members of the Sacramento Area Firefighters Local 522, the report listed five departments which showed a reduction in sick leave usage by as little as 10 percent in the Half Moon Bay Fire Department and as high as 80 percent in the Manhattan Beach Fire Department (Johnson, Repetto, Law, & Valentine, 2006).

The general belief is that switching to the 48/96 has had either a neutral or positive effect on reducing sick leave usage. Reasons for the reduction could be the result of many factors including some or all of the following; improved morale, decreases in long term fatigue or simply that the 48/96 schedule virtually eliminates the majority of sick leave abuse on the 2nd shift (which accounts for 50% of work days; San Jose local 230, 2003, p. 8-9).

“Whether reduced sick leave indicates improved health is unclear, as sick-time is known to be influenced by ‘not-illness’ factors, such as employee morale and seasonal variables” (Elliot & Kuehl, 2007, p. 48). This quote helped to direct the questioning in surveys for respondents to describe morale in our own organization as well as how it was described in the external organizations to aid in drawing conclusions for the research.

All of the literature review had commonality among it which definitely helped to guide the research and influence the surveys conducted. It is very evident that the concerns expressed by all members of any department to include both operational and administrative staff are similar across all sizes of departments and in all regions of the country. One website that is used as a gathering spot for all pertinent information related to this type of scheduling is www.48-96.com and it has proven as a vital ally in the project as a starting point for researching information (48-96.com, 2012).

Procedures

This research project used descriptive research methodology to answer the following three questions: (a) What are the perceived impacts that members of our organization think may happen if we were to switch to the new 48/96 hour shift schedule? (b) For organizations of similar size and mission that have experienced this transition, what were the perceived challenges prior to implementation and did any of these challenges actually occur? (c) How did organizations that changed work schedules describe the effect on morale prior to implementation, during implementation and after the change had been done at the six month mark?

While attending the Executive Development class in June of 2012, the research began by asking those in the class that were currently using the 48/96 shift work schedule for feedback. I

spoke with Chief Terry Merrell from the Maplewood (MO) Fire Department and he indicated that they were on that system and he indicated that quite a few departments in his area had been working on the 48/96 hour shift schedule as well. Those discussions led to a literature search in the Learning Resource Center at the National Fire Academy where materials specific to this topic were located and used to direct the research further.

A list of the current departments using the 48/96 hour shift schedule was obtained from a website which is dedicated to providing information about this work shift schedule (48-96.com, 2012). This list was used to do additional research while at the National Fire Academy focusing on previous topics covered in relation to the schedule. Further literature research was done at the Sterling C. Evans library on the campus of Texas A&M University in College Station, Texas. Many of the fire departments currently utilizing the 48/96 hour shift schedule were located outside the State of Texas. In an attempt to find organizations of similar size and mission to the CSFD, a list of the top 200 departments in Texas was created from the Texas Commission on Fire Protection (TCFP) website (Texas Commission on Fire Protection website, n.d.). That list was then used to do internet searches to determine if any were currently utilizing the 48/96 hour shift schedule in the State of Texas. Internet searches of those departments revealed five of the top 200 fire departments in Texas were working on 48/96 hour shifts and those are highlighted in yellow (see Appendix A). Limitations may have been created due to a department not having any information linked to their work schedule from an internet search and therefore been overlooked when that list was compiled.

It was decided that the best way to obtain information for this research would be to create a questionnaire that would allow for feedback on the 48/96 hour shift schedule. Two separate questionnaires were created using the online survey program, Survey Monkey, to answer the

research questions from both within CSFD and from the external organizations. Survey Monkey can be found at <http://www.surveymonkey.com> and they have tools used to assist individuals in building questionnaires and compiling data in an online database.

The first questionnaire created was designed to obtain feedback to answer the first research question: (a) What are the perceived impacts that members of our organization think may happen if we were to switch to the new 48/96 hour shift schedule? This questionnaire (see Appendix B) consisted of ten questions and would be sent to internal members of CSFD. Due to political limitations that exist this questionnaire was not distributed to the entire fire department. The fact that it was required of the researcher to limit respondents could affect the completeness of the results. A valid attempt was made to include all ranks and both the known proponents and opponents to the proposed 48/96 hour shift schedule. The number of personnel selected was 15 of our 139 personnel (10.8%) and included seven firefighters, two driver/engineers, three lieutenants, one captain, one battalion chief, and one assistant chief.

Question one of the internal questionnaire asked for demographic information including rank and time in service. Question two asked for the average roundtrip commutes of personnel in time and mileage so a determination could be made on what reduction in employee costs could be determined by reducing the number of commutes to work in half. Questions three and four asked the individual to list three positives and three negatives about our current 24/48 hour shift schedule. Question five asked if the individual had ever heard about the option of a 48/96 hour shift schedule. Questions six and seven asked the individual to list three positive and negatives that they felt could occur if the department switched from a 24/48 hour shift schedule to a 48/96 hour shift schedule. Question eight asked the employee to categorize morale in our organization and was followed up with question nine asking what they felt would happen with morale after a

change to the 48/96 hour shift schedule. Question ten asked the employee about trial programs and how long they would be willing to try a shift change as well as threshold percentages they felt would be necessary in a department vote to try the new schedule and to retain the new schedule.

Additional limitations noted in the internal questionnaire occur from having “fill in the blank” text boxes which require some additional interpretations on the part of the researcher to draw similarities in responses for results compilation. Morale questions were included in the internal questionnaire although they were not directly related to answering the third research question dealing with morale in the external organizations. It was included for the purpose of drawing correlations between morale in CSFD and that as answered by the external organizations in their questionnaire.

The second questionnaire created was designed to obtain feedback to answer the second and third research questions: (b) For organizations of similar size and mission that have experienced this transition, what were the perceived challenges prior to implementation and did any of these challenges actually occur? (c) How did organizations that changed work schedules describe the effect on morale prior to implementation, during implementation and after the change had been done at the six month mark? This questionnaire (see Appendix C) consisted of ten questions and would be sent to external organizations currently operating on a 48/96 hour shift schedule.

Question one of the external questionnaire asked for demographic information including department background, rank and time in service, and average commutes of personnel. Question two asked for current and previous work schedules, as well as trial periods of the 48/96 hour shift schedule and threshold percentages they used in department votes to try the new schedule and to

retain the new schedule. Questions three asked the individual to list the top three reasons their department made the change to the 48/96 hour shift schedule. Question four asked what the top three perceived challenges were that their department felt like may occur prior to the change. Question five asked if any of those perceived challenges were ever realized. Question six was a scale question to address morale before, during, and six months after implementation. Question seven asked the respondent to describe in their own words morale throughout the process to allow for them to expand on the scale answers from question six. Question eight asked if one group or type of employee was primarily for or against the change. Example groups were listed and those examples included: new hires, administration, and those close to retirement, so as to give respondents an idea of the type of answers the question was expecting. Question nine had four areas for them to discuss any organizational changes in regards to sick leave, overtime costs, unforeseen benefits, and other financial impacts. Question ten asked if the organizations stayed with the 48/96 schedule and for any final thoughts not already discussed. Limitations noted in the external questionnaire were similar to the internal questionnaire because “fill in the blank” text boxes require some additional interpretations on the part of the researcher to draw similarities in responses for results compilation.

Using the list of the departments in the State of Texas (Texas Commission on Fire Protection website, n.d.), contact was made with those departments determined to be on the 48/96 hour shift schedule by phone. A valid email address was obtained to send a short email stating my request for help with a questionnaire (see Appendix D). An email request was sent to the five in the top 200 as well as a sixth department located nearby to three of the others in the greater Houston, Texas area which are all within two hours of the CSFD.

Additional outside organizations were reached by sending a request to my fellow colleagues that attended the same Executive Development course at the National Fire Academy. Out of the 28 students in the class, six departments were operating on the 48/96 hour shift schedule or 21.4% of the class. In a class made up of traditionally random assignments at the National Fire Academy to have 21.4% of the participants involved in the 48/96 hour shift schedule made it seem like a good population to use for additional feedback on the topic. The total number of external organizations that were sent emails with the link to the questionnaires (see Appendix D) requesting help was thirteen. Those departments included the six from the list of departments in the State of Texas, six from fellow colleagues in the Executive Development course, and one additional department which received the email as a forward from one of those colleagues (see Appendix E). Limitations exist with the number of departments able to be contacted and researched in a timely manner due to the time constraints of this project. Finding departments of similar size and mission proved difficult as well because there were not many located in the State of Texas which could easily be matched up to the CSFD in regards to size and mission operating on the 48/96 hour shift schedule.

Results

The results from the 48/96 internal questionnaire were compiled on survey monkey to answer the first research question: (a) What are the perceived impacts that members of our organization think may happen if we were to switch to the new 48/96 hour shift schedule? The number of personnel selected was 15 of CSFD's 139 personnel (10.8%) and included seven firefighters, two driver/engineers, three lieutenants, one captain, one battalion chief, and one assistant chief. All 15 of those selected responded to the survey (100%). The seven firefighters had between six months and eight years of service with the average time in the fire service for

the group was five and a half years. The two driver/engineers had six and seven years in the fire service and their average time was six and a half years. The three lieutenants had 14, 14, and 25 years respectively for an average time just under 18 years. The captain had 25 years, the battalion chief had 34 years, and the assistant chief had 31 years of service. The average years in the fire service among all respondents was 13 years.

The commute of all respondents was grouped into half hour increments based on the responses of their average roundtrip commutes as shown in Table 1.

Table 1

48/96 Internal Questionnaire – Employee Work Commutes

Time for roundtrip commute	Total mileage - Average	Respondents (% of overall group)
< ½ hour	15 miles	8 (53.3%)
½ hour – 1 hour	33 miles	1 (6.7%)
1 hour – 1 ½ hours	80 miles	3 (20.0%)
1 ½ hours – 2 hours	100 miles	3 (20.0%)

The top reasons stated and how many times they were mentioned by respondents will be noted in parentheses. This will apply to all future compilations of results that are made regarding questionnaire responses. The number may exceed actual number of respondents due to the fact that some mentioned the same item more than once given the opportunity to list three items.

The question about the three positives of the current 24/48 hour shift schedule included many answers that were related and required grouping the answers together, and it yielded 44 responses out of a possible 45 answer blanks. All 15 of the respondents answered the question. The reasons mentioned were: easy schedule (23), only one shift away from family (6), ability to

work second job (5), reduced child care (3), only use one day of vacation for five days off (3), better sleep (2), and downtime after a busy night (2).

The question about the three negatives of the current 24/48 hour shift schedule included many answers that were related and required grouping the answers together, and it yielded 33 responses out of a possible 45 answer blanks. All 15 of the respondents answered the question. The reasons mentioned were: hard to be gone all day (8), no negatives with our current schedule (6), only get one weekend out of three with both days off (6), only one night at home to stay out late (3), travel time to work seems like always on road (3), spend first day off recovering from busy night at work (3), not enough time to start and finish projects (2), and having to work holidays (2).

All 15 of the respondents indicated that they have heard of the alternative 48/96 hour shift schedule. The responses to list three positives they think may occur if a switch was made from the 24/48 hour shift schedule to the 48/96 hour shift schedule yielded 42 responses out of a possible 45 answer blanks. All 15 of the respondents answered the question. The reasons mentioned were: less commute and fuel savings (11), better schedule and easier to socialize with other shifts (8), four days off in a row (7), no positives by switching (4), more time to complete projects on duty (4), reduction in sick leave usage (3), only one morning check of equipment every two days resulting in savings and a greener city (2), increased morale (1), better sleep (1), and easier to work a second job (1).

The responses to list three negatives they think may occur if a switch was made from the 24/48 hour shift schedule to the 48/96 hour shift schedule yielded 43 responses out of a possible 45 answer blanks. All 15 of the respondents answered the question. The reasons mentioned were: 48 hours too long to be away from family (9), stuck at work for two days (9), fatigue (7),

having to change work schedules (5), difficult to trade (4), call back during the 4 days off (2), affect second job (2), use two days of vacation or sick time if an event lands on work days (2), have to work both Christmas Eve and Christmas (1), communication between shifts and administration (1), and negative attitudes from those that did not want to change (1).

Respondents were asked to rate morale currently in the organization. They were given five scale options to include: low, below average, average, above average, and high. All 15 of the respondents answered the question. None responded low, two (13.3%) responded below average, six (40.0%) responded average, six (40%) responded above average, and one (6.7%) responded high. A follow up question was asked about what they thought would happen with morale if we were to switch to the 48/96 hour shift schedule. Three options were given to include: lower morale, no change, and improve morale. All 15 of the respondent answered the question. Four (26.7%) responded lower morale, four (26.7%) responded no change, and seven (46.7%) responded that it would improve morale.

All 15 of the respondents answered the following questions in regards to trial periods. The first question asked what percentage of the department they would want to see vote affirmative to be willing to have a trial period. This is best broke down in the average percent required to start the trial. Minimum required percentages and the times that they were stated in parentheses: 30% (1), 50% (6), 70% (1), 80% (3), 90% (3), and 100% (1). The length of the trial period they would be willing to try was reported next and responses included: none (2), one month (2), three months (3), six months (6), and one year (2). After the trial period ended they were asked what percentage of the department they would want to see vote affirmative to keep the new 48/96 hour shift schedule. Minimum required percentages and the times that they were stated in parentheses: 51% (5), 70% (2), 80% (4), 90% (2), and 100% (2).

Lastly respondents were given an opportunity to list any additional thoughts. Six people (40%) indicated that regardless of all of the pros and cons they wanted the opportunity to try the new schedule. One person (6.6%) stated that they did not want to try the program at all. One person (6.6%) mentioned they believed as call volume increased that productivity would decrease. One person (6.6%) was worried that call backs of personnel and mandatory holding of personnel would become an issue for the department.

The results from the 48/96 external questionnaire were compiled on survey monkey to answer the second and third research question: (b) For organizations of similar size and mission that have experienced this transition, what were the perceived challenges prior to implementation and did any of these challenges actually occur? (c) How did organizations that changed work schedules describe the effect on morale prior to implementation, during implementation and after the change had been done at the six month mark?

The 48/96 external questionnaire was sent to 13 organizations via email requesting multiple people from within each organization respond to a questionnaire regarding the 48/96 hour shift schedule. Multiple individuals were requested to hopefully get a viewpoint from a firefighter, an officer, and one administrative person. Only 12 of the 13 (92.3%) organizations responded to the survey. A total of 22 respondents replied with no more than three from any one agency. Departments varied in size from a single station department with 20 personnel serving 9,000 people to a 10 station department with 150 personnel serving 175,000 people.

Respondents included one firefighter, two driver/engineers, three lieutenants, five captains, four battalion chiefs, and three assistant chiefs, and four fire chiefs. The one firefighter had three years in the fire service. The two driver/engineers had four and five years in the fire service and their average time was four and a half years. The three lieutenants had eight, 11, and

16 years respectively for an average time just under 12 years. The five captains had 12, 12, 13, 17, and 18 years respectively for an average time just under 15 and a half years. The four battalion chiefs had five, 14, 17, and 22 years respectively for an average time of 14 and a half years. The three assistant chiefs had 16, 28, and 28 years respectively for an average time of 24 years. The four fire chiefs had 19, 20, 20, and 21 years respectively for an average time of 20 years. The average years in the fire service among all respondents was 15 years.

The respondents were asked to estimate the average commute for their entire department and the responses were grouped into half hour increments as shown in Table 2.

Table 2

48/96 External Questionnaire – Employee Work Commutes

Time for roundtrip commute	Total mileage - Average	Respondents (% of overall group)
½ hour – 1 hour	48 miles	15 (68.2%)
1 hour – 1 ½ hours	80 miles	3 (13.6%)
1 ½ hours – 2 hours	120 miles	2 (9.1%)
2 hours – 2 ½ hours	160 miles	1 (4.5%)
2 ½ hours – 3 hours	200 miles	1 (4.5%)

The next question dealt with previous work schedules and how long they have been working the 48/96 hour shift schedule. All 22 respondents answered the questions. Previous work schedules were split between the 24/48 hour shift schedule (9) and the Kelly schedule (13). When asked how long they have been working the 48/96 hour shift schedule, the following were their responses: 0 to 6 months (4), 9 months to 1 year (6), 1 to 2 years (2), 2 to 3 years (1), 3 to 4 years (1), 5 years (6), and 7 years (2).

The next parts of the question dealt with the need to have a vote to try the 48/96 hour shift schedule and what was that percentage on initial vote. All 22 respondents answered these questions and all 22 indicated that a vote was required to enter a trial period. The following are the percentages obtained to start the trial and the times that they were stated in parentheses: 51% (2), 66% (3), 75% (6), 85% (9), 99% (1), and 100% (1). In addition they were asked for the trial period length and the vote necessary to keep it after the trial. Time frame for the trial was broken down at: 6 months (8), 1 year (13), and 3 years (1). The following are the percentages obtained to keep the 48/96 hour shift schedule after the trial period and the times that they were stated in parentheses: 51% (3), 61-75% (6), 80% (4), 90% (3), no vote it was just continued (4), and unsure (2).

The responses to list the top three reasons they went to the 48/96 hour shift schedule yielded 64 responses out of a possible 66 answer blanks. All 22 respondents answered the questions. The reasons mentioned were: less commute and fuel savings (24), prefer schedule (8), four days off in a row (6), improve morale (6), more time to complete projects on duty (4), reduction in sick leave usage (4), administration thought it would reduce overtime (3), none (3), only one morning check every two days resulting in less duplication of efforts (2), more recovery time with better sleep (2), perception employees were resting on days off was wrong (1), and to match up with mutual aid for training purposes (1).

Next departments were asked to list the top three perceived challenges they had prior to implementation of the 48/96 hour shift schedule and it yielded 61 responses out of a possible 66 answer blanks. All 22 respondents answered the questions. The concerns mentioned were: fatigue at a busy station (20), increased sick leave (9), reduced administration contact and those with projects would be gone too long (8), too much time away from family (6), overtime

concerns and having to force someone on mandatory after working 48 hours already (5), decreased morale for those that did not want to change (4), scheduling conflicts in regards to pay (3), financial impacts (3), not following work schedules on the second day of the 48 hour shift (2) , and call back issues from people living too far away (1).

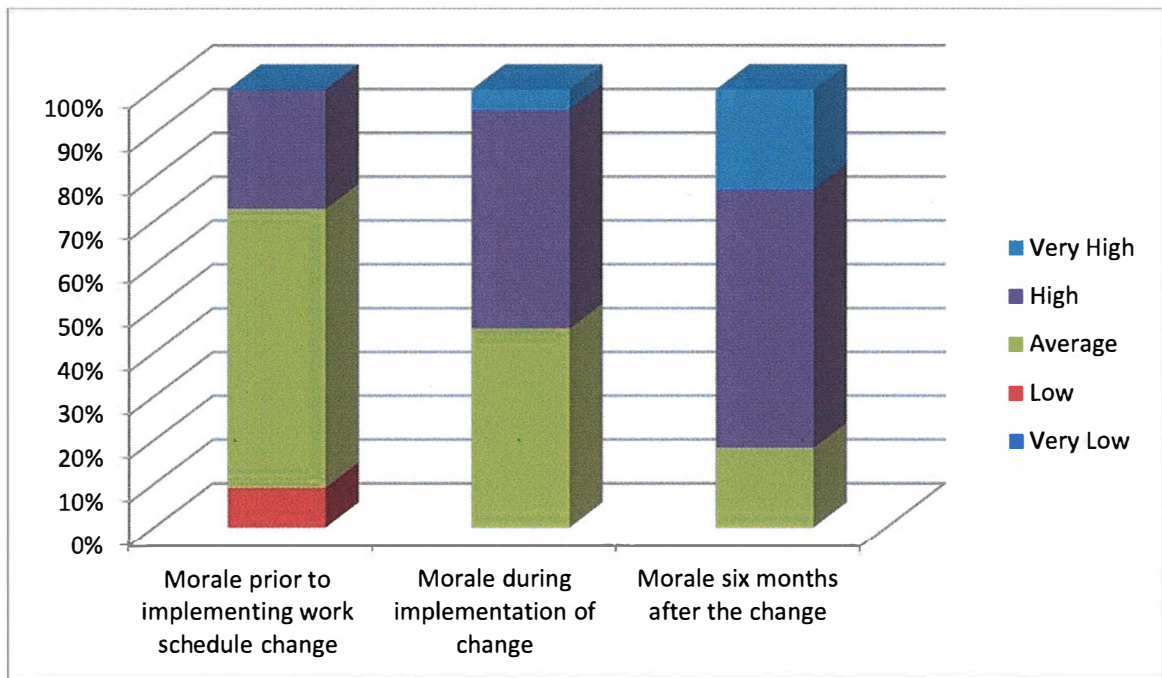
The next question asked if any of those perceived challenges actually occurred after changing to the 48/96 hour shift schedule and it yielded 45 responses out of a possible 66 answer blanks. All 22 respondents answered the questions. The following statements were compiled from the responses: no fatigue issues (12), pay cycle adjustments good (4), work projects were completed and project coordinators made themselves available as needed (4), family adjusted well (4), busy stations allowed rest periods (4), mandatory call backs were handled well on a rotating basis (3), sick leave was unchanged (3), schedule problems occurred on day two (2), had to adjust max allowable work hours to 96 (2), morale increased (2), those resistant before are still resistant (2), overtime unchanged (1), sick leave decreased (1), and time off is longer and enjoyed coming to work more now (1).

Respondents were asked to rank morale within their organizations at three different times in regards to the work schedule change to a 48/96 hour shift. All 22 respondents answered this question. They were given five options to describe morale: very low, low, average, high, and very high. For morale prior to the schedule change: none responded very low, two (9.1%) responded low, 14 (63.6%) responded average, six (27.3%) responded high, and none responded very high. For morale during the implementation of change: none responded very low, none responded low, 10 (45.5%) responded average, 11 (50%) responded high, and one (4.5%) responded very high. For morale six months after the change: none responded very low, none

responded low, 4 (18.2%) responded average, 13 (59.1%) responded high, and five (22.7%) responded very high. See Figure 1 for these numbers shown in bar graph format.

Figure 1

Morale in External Organizations



Respondents were asked in the next question to describe in their own words how morale was in their organization throughout the whole process. All 22 respondents answered this question. The following are the responses gathered: good move for the organization with higher morale (13), family ended up liking what seemed like more home time (9), fuel savings for members increased morale (2), and we had higher sick leave from those that did not want the change (1).

The next question wanted to know if any particular groups within the organization were a majority for the change or against the change. All 22 respondents answered this question. The breakdown of those for the change included: new hires (9), those with long commutes (7), operational personnel (5), and no particular group (1). The breakdown of those against the

change included: those close to retirement (7), no particular group (7), members with small children (3), shorter commutes (2), fire chief (2), and those heavily involved in a second job (1).

Respondents were then asked if they noticed changes in sick leave usage. All 22 respondents answered this question. The following are the responses: went down (10), no change (10), increased but not analyzed (1), and went down initially then resumed (1).

Respondents were then asked if they noticed a change in overtime costs. Only 21 of the 22 respondents answered this question. The following are the response: no change (11), went down (8), and it increased but it was for other known reasons (2).

Respondents were then asked if they had any other unforeseen benefits. Only 17 of the 22 respondents answered this question. The following are the response: none (9), increased morale (3), productivity was up (3), and more time for projects (2).

Respondents were then asked if they had any other financial impacts. Only 17 of the 22 respondents answered this question. The following are the response: none (11), have to use 48 hours of leave instead of just 24 (2), save on projects and maintenance (1), increased cost for laundry supplies (1), hard to get help on four days off (1), and additional costs to schedule instructors to stay to teach classes (1).

The last question had two parts and the first part asked if the organizations remained with the 48/96 hour shift schedule. All 22 respondents answered this question and all are still on the 48/96 hour shift schedule. Part two asked for any final thoughts not mentioned so far and only six of the 22 respondents answered the question. Answers included the following: favorable experience at all levels (1), increased productivity throughout (1), still concerned with crew safety (1), like having two days to work on projects (1), has created a greener city (1), people get together more off shift (1), and family trips are easier to plan without using vacation time (1).

Discussion

“Most of the departments were motivated by the reduction in commuting and the fact that employees could spend more time at home with their families” (San Jose local 230, 2003, p. 10). This was corroborated with that being the top reason noted from the external questionnaire for organizations that made the switch to the 48/96 hour shift schedule. Internally, the members of the CSFD noted that as being the most positive reason to try the schedule change. This schedule reduced commuting from roughly 120 shifts per year on the 24/48 hour schedule to 60 shifts per year on the 48/96 hour schedule.

Looking at the commute times specifically related to the respondents from the CSFD (see Table 1) we can analyze the savings in time and money for the different groups. For 53.3% of the respondents that would be considered to live locally, they would see a minimal savings on fuel using conservative estimates of 20 miles per gallon and a \$3.00 average price per gallon of fuel. On average those employees would save \$139 per year on fuel alone and 30 hours of commuting drive time a year. Over a 30 year career that would equal \$4170 saved and 900 hours in reduced commuting. For the top 20% of the respondents that would be coming from the furthest away, they would see significant savings. On average those employees would save \$900 per year on fuel and 200 hours of commuting drive time a year. Over their 30 year career they would save \$27,000 and 6000 hours commuting. While a majority might not see the drastic savings the top ones will, any increase in a household budget will likely be seen as a positive by the family. These results closely mirror those of the external organizations with some having even greater driving distances (see Table 2). The hours saved not driving to and from work can be better spent with family and helping out with the kids (Koen, 2005).

Additionally, safety comes in to play with the commutes driving to and from work. Shift work and the potential of being up all night are serious concerns in regards to fatigue. Long term fatigue has been shown to be higher in schedules other than the 48/96 (Harris et al., 2004) because there is less recovery time on the days off in those schedules. If we can reduce the number of times that a firefighter has to put themselves behind the wheel to drive to and from work by 50%, we have significantly reduced the opportunities for accidents to occur during their commute.

The preference in working the new schedule with the four days off consecutively was noted as the next best reason for the 48/96 hours schedule by both CSFD respondents and the external questionnaire. “In the 24/48 schedule, many firefighters report that they only have one evening out of every three to interact with family members, free of worries about preparing for the next on-duty day” (Koen, 2005, p. 2). This echoes the responses from employees who want more time off consecutively at home to feel like more a part of the family and Poole (2012) noted the opportunities for families to enjoy more out of town trips outweighs the challenges of being unavailable. This was evidenced by the increase in available weekends from 17 per year on the 24/48 schedule to 26 per year on the 48/96 schedule (Koen, 2005). That resulting 50% increase of nine additional weekends with the family on their traditional days off definitely made it seem like there was more family time on the 48/96 schedule (Koen, 2005).

The top perceived challenge that external organizations reported was fatigue at a busy station for 48 consecutive hours. This was listed as one of the top negatives that CSFD personnel felt may occur as well. In their responses to the question if any of the perceived challenges were ever realized, a majority of the responding agencies reported not having any fatigue issues and the few departments that did indicated that they allowed for rest periods as

needed. This is how things are currently handled during a busy day during a 24-hour shift. It is up to the company officer to understand if a busy night is planned with training or other events, and if so, to allow for some down periods during the day so the crew does not overextend themselves. This would be no different for a high call volume day. Each individual deals with fatigue differently and needs to be responsible that they get adequate rest (Harris et al., 2004). Other reports had concerns for heavy call volumes affecting personnel and felt like it was a valid point. “However, the majority of the members assigned to the busy station routinely work trades and overtime, often times working 48’s and 72’s” (UFLAC, 2007, p. 12). Concerns over the extended length may be unjustified since previous 48 and 72 hour shifts have been occurring without the documented benefit of the 96-hour off period to relieve long term fatigue.

The second highest perceived challenge from external organizations was the thought that they would see an increase in sick leave usage. In contrast, they reported 95.5% of the time that sick leave either went down or was unchanged from the previous schedule. This mirrored the results showing a reduction in sick leave in a few departments as high as 80% after switching to the 48/96 schedule (Johnson et al., 2006).

Increased morale was an additional item identified by both the internal and external questionnaires as a positive reason to switch schedules. “Increased morale was also commonly cited with seven of 14 organizations responding that firefighters considered the 48-hour shift a benefit to their careers” (Clack, 2003, p. 17). Looking at morale in external organizations (see Figure 1), it is evident that those organizations saw a substantial swing towards the positive with the implementation of the schedule change and it continued on at the six month mark after the change. Similar conclusions might be gathered for within the CSFD if the change was to occur

based on the responses by CSFD personnel to morale within the organization. “Departments that have gone to the 48/96 consistently state that morale has improved” (UFLAC, 2007, p. 9).

Within CSFD, 11 of the 15 (73.3%) respondents felt like the change would not affect morale or it would improve morale. The 4 of the 15 (26.7%) that felt like the change would negatively impact morale were categorized in similar groups to those who had been against the change in the external organizations. However, the initial disapproval by members with their concerns is usually overcome after a trial period of the new 48/96 hour shift schedule.

“Evidence of the overall approval of the 48/96 by employees is the high percentage by which departments vote to permanently adopt the program at the end of the trial period” (UFLAC, 2007, p. 9). While some indicated a complete resistance to conduct a trial period it would be prudent to evaluate the new schedule to see if those concerns go unrealized during the trial.

Recommendations

After researching the organizational impacts that may occur in the CSFD from a shift schedule change it is clear that more research and evaluation is necessary to make a more informed decision. The foremost item that needs to be done is a comprehensive questionnaire to the entire organization to get more accurate results without speculating based on results from a questionnaire that only included a percentage of the organization. This will need the support of both operational and administrative personnel equally.

Additionally it will need to be a more comprehensive study. The recommendation would be to conduct a more complete study of the impacts on the fire department plus the impacts it will have on other city departments focusing on human resources and payroll. An in depth analysis of any payroll impacts and a study of all applicable Fair Labor Standards Act (FLSA) laws should be completed as well. Focus of this research was never concerned with the best time

of year to implement a change, and the correct time could be driven by fiscal and budgetary concerns. A thorough analysis should be done to ensure that there will not be any financial complications that would affect the budget of either the fire department or the city.

It is also recommended that we closely follow those organizations nearby that have recently transitioned to the 48/96 hour schedule and monitor any successes or failures. We will certainly see more fire departments transition to this type of schedule as it has proven to be a viable schedule option. A more in depth discussion with the Bryan Fire Department, with which we share an automatic aid agreement, should be included as well in any future recommendations. Especially since there were responses in the external questionnaires that indicated part of the reasons for the shift schedule change was to facilitate mutual aid training among neighboring departments.

A key component will be if our area and the economy can sustain a sufficient work force that can afford to live in our community. If current salaries for fire department personnel do not keep pace with that of living expenses and the rising costs of fuel we should look at ways of relieving that discrepancy. As an organization we should try to stay proactive to the changes happening around us. If we recognize an adverse impact on our employees that can be remedied through change we owe it to them to be prudent and research all viable options.

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Appendix A: Texas Commission on Fire Protection – List of Top 200 Departments

Rank	Department	FDID	
1	Houston Fire Department	1110	3886
2	Dallas Fire-Rescue Department	610	1823
3	San Antonio Fire Department	1910	1641
4	Austin Fire Department	110	1055
5	Fort Worth Fire Department	820	905
6	El Paso Fire Department	760	861
7	Corpus Christi Fire Department	560	375
8	Lubbock Fire Department	1380	348
9	Laredo Fire Department	1300	327
10	Plano Fire Department	1780	317
11	Arlington Fire Department	80	309
12	Irving Fire Department	1150	299
13	Garland Fire Department	880	257
14	Amarillo Fire Department	50	252
15	Beaumont Fire Department	160	228
16	Dallas/Ft Worth Airport	613	226
17	Grand Prairie Fire Department	940	202
18	Waco Fire Department	2190	196
19	Mesquite Fire Department	1490	196
20	Killeen Fire Department	1210	188
21	Brownsville Fire Department	290	175
22	Abilene Fire Department	10	172
23	Midland Fire Department	1510	167
24	Odessa Fire Department	1620	166
25	Frisco Fire Department	848	164
26	Denton Fire Department	640	163
27	San Angelo Fire Department	1900	160
28	McKinney Fire Department	1450	156
29	McAllen Fire Department	1430	155
30	Longview Fire Department	1370	155
31	Tyler Fire Department	2130	154
32	Wichita Falls Fire Department	2260	146
33	Richardson Fire Department	1850	142
34	Woodlands Fire Department	2270	138
35	Lewisville Fire Department	1330	138
36	Carrollton Fire Department	360	136
37	College Station Fire Department	470	130

38	New Braunfels Fire Department	1590	129
39	Round Rock Fire Department	1885	122
40	Victoria Fire Department	2180	114
41	Temple Fire Department	2070	114
42	Galveston Fire Department	870	111
43	Harlingen Fire Department	1020	109
44	Baytown Fire & Rescue	150	108
45	Bryan Fire Department	310	105
46	Grapevine Fire Department	950	104
47	Allen Fire Department	45	104
48	Port Arthur Fire Department	1800	103
49	Sugar Land Fire Department	2035	101
50	Flower Mound Fire Department	810	95
51	Georgetown Fire Department	890	85
52	North Richland Hills Fire Department	1610	84
53	Conroe Fire Department	520	81
54	Coppell Fire Department	540	80
55	Tarrant Co. College	5100	79
56	Lufkin Fire Department	1390	78
57	Sherman Fire Department	1980	78
58	Texarkana Fire Department	2100	77
59	Rowlett Fire Department	1886	75
60	Farmers Branch Fire Department	800	75
61	Travis County ESD #2	1745	74
62	Del Rio Fire Department	620	71
63	Eules Fire Department	780	71
64	Harris County Fire Marshal Office	3150	70
65	Texas City Fire Department	2110	70
66	South Montgomery County Fire Department	82	70
67	Mission Fire Department	1530	70
68	Cedar Hill Fire Department	382	66
69	Mansfield Fire Department	1408	66
70	Kerrville Fire Department	1190	66
71	De Soto Fire Rescue	650	65
72	Bedford Fire Department	165	64
73	Travis County ESD #6	2123	63
74	San Marcos Fire Department	1940	63
75	Missouri City Fire & Rescue Services	1540	63
76	Pearland Fire Department	1730	63
77	Pharr Fire Department	1750	62

78	Cedar Park Fire Department	383	62
79	Pantex Plant Fire Department	1705	60
80	Tx A & M Engr Ext Serv	8010	60
81	Southlake Fire Services	2008	60
82	Nacogdoches Fire Department	1560	59
83	Weslaco Fire Department	2230	58
84	Corsicana Fire Department	570	58
85	Lancaster Fire Department	1280	56
86	Denison Fire Department	630	56
87	Weatherford Fire Department	2210	55
88	Montgomery County ESD #1	3242	55
89	Keller Fire-Rescue	1185	55
90	Seguin Fire Department	1960	54
91	Travis County ESD #3	10055	54
92	Big Spring Fire Department	210	53
93	Hurst Fire Department	1140	53
94	Addison Fire Department	20	53
95	Eagle Pass Fire Department	710	52
96	Highland Park Fire Department	1060	52
97	Paris Fire Department	1710	51
98	Greenville Fire Department	960	51
99	Cleburne Fire Department	450	50
100	Wylie Fire Department	2285	50
101	The Colony Fire Department	2120	50
102	Argyle Vol. Fire Department	142	50
103	Waxahachie Fire Department	2200	49
104	Lockheed Martin Tactical	8004	49
105	Haltom City Fire / Rescue	1000	49
106	Collin Co. Comm. College	5030	49
107	Harris Co. ESD #50	73	48
108	Harris County ESD #29	64	48
109	Fort Bend County ESD #2	541	47
110	Duncanville Fire Department	690	46
111	Marshall Fire Department	1420	46
112	Harker Heights Fire Department	1010	43
113	Village Fire Department	2185	43
114	Richmond Fire Department	1862	43
115	Copperas Cove Fire Department	550	43
116	Rosenberg Fire Department	1880	43
117	Midlothian Fire Department	1512	42
118	OL - Training Division.com	151	42

119	Gainesville Fire Department	850	42
120	Tx Dept. of Insurance	2101	41
121	Tomball Fire Department	2117	41
122	Montgomery County ESD #6	159	40
123	Travis County ESD #4	3387	40
124	Little Elm Fire Department	1347	39
125	Pt. Of Houston Auth Fire Department	1805	39
126	Kilgore Fire Department	1200	39
127	Lake Cities Fire Department	1235	38
128	Fairview Fire Department	790	38
129	Rockwall Vol. Fire Department	1845	37
130	Lake Conroe Vol. Fire Department	1543	37
131	Bonham Fire Department	220	37
132	Comal County ESD #3	351	37
133	Humble Fire Department	1120	37
134	Katy Fire Department	10041	36
135	Palestine Fire Department	1680	36
136	Hillsboro Fire/Rescue	1070	36
137	Kennedale Fire Department	1187	35
138	University Park Fire Department	2140	35
139	Orange Fire Department	1650	35
140	Amarillo College	5005	35
141	Colleyville Fire Department	472	35
142	Little York Fire Department	72	35
143	Travis County ESD #9	3385	35
144	Leander Fire Department	1304	35
145	Burnet Fire Department	501	35
146	Sam Bass Volunteer Fire Department	1898	34
147	Stafford Vol. Fire Department	2018	34
148	Red Oak Fire Department	1842	33
149	Burleson Fire Department	8019	33
150	El Paso Comm. College	4050	33
151	Brownwood Fire Department	300	32
152	Bexar Co. ESD #2	607	32
153	Buda Fire Department	266	32
154	Hutto Fire Rescue	223	32
155	Travis County ESD #11	161	31
156	OL - Lone Star College-Montgomery	548	31
157	North Hays County Fire/Rescue	423	31
158	Plainview Fire Department	1770	31
159	Balch Springs Fire Department	115	31

160	Belton Fire Department	190	31
161	Converse Fire Department.	522	31
162	Lone Star College-Montgomery	473	31
163	Schertz Fire Department	1942	31
164	Ennis Fire Department	770	31
165	Seagoville Fire Department	1950	30
166	San Jacinto College	4074	30
167	Dickinson Public Safety	8041	30
168	Westlake Dept. of Public Safety	103	30
169	Stephenville Fire Department	2030	30
170	Montgomery County ESD#2/MFD	1545	30
171	Alice Fire Department	40	30
172	Horseshoe Bay Fire Department	1092	29
173	Montgomery County ESD #7	254	29
174	Sulphur Springs Fire Department	2040	29
175	Bellaire Fire Department	170	28
176	Aubrey Fire Department	105	28
177	Weatherford College	5139	28
178	Kingsville Fire Department	1220	28
179	Saginaw Fire Department	1895	28
180	Krum Volunteer Fire Department	1234	28
181	Comal County ESD #5	344	28
182	Prosper Fire Department	12	27
183	Travis County ESD #1	3390	27
184	Pampa Fire Department	1690	27
185	Manchaca Vol. Fire Department	1415	27
186	Sachse Fire Department	1892	27
187	Borger Fire Department	230	27
188	South Hays Fire Department, Inc.	203	27
189	Jacksonville Fire Department	1180	27
190	Terrell Fire Department	2080	26
191	Webster Fire Department	2220	26
192	Celina Fire Department	83	26
193	Ovilla Fire Department	10047	26
194	Woodway DPS	2280	26
195	South Plains College	5023	26
196	Leon Valley Fire Department	1310	26
197	Athens Fire Department	90	26
198	Decatur Fire Department	106	26
199	Azle Fire Department	112	25
200	Bexar-Bulverde Vol. Fire Department	515	25

Appendix B: 48/96 Internal Questionnaire

48/96 Internal Questionnaire Survey
<http://www.surveymonkey.com/s/LNK5CJW>[11/25/2012 7:58:12 PM]

**1. How long have you worked for the College Station Fire Department?
And what is your current rank?**

**2. On average how long does it take you to commute to work round
trip? (Answer both time and mileage)**

3. Name three positives about our current 24/48 hour work schedule?

- 1
- 2
- 3

4. Name three negatives about our current 24/48 hour work schedule?

- 1
- 2
- 3

**5. Have you ever heard of a work schedule alternative of working 48/96
hours?**

- Yes
- No

**6. Name three positives you feel may occur when considering the
change from a 24/48 hour work schedule to a 48/96 hour work
schedule?**

- 1
- 2
- 3

48/96 Internal Questionnaire Survey
<http://www.surveymonkey.com/s/LNK5CJW>[11/25/2012 7:58:12 PM]

7. Name three negatives you feel may occur when considering the change from a 24/48 hour work schedule to a 48/96 hour work schedule?

- 1
- 2
- 3

8. How would you categorize employee morale currently in our organization?

Low

High

9. If the change were to occur to a 48/96 hour work schedule, how do you think it would affect morale in our organization?

Lower Morale

No Change

Improve Morale

10. Answer each of the following in regards to implementing the change?

For you to consider a change within the organization what percentage of employees would you want to see in favor of the change prior to implementation?

How long of a trial period would you be willing to try the 48/96 schedule?

After the trial period ended, what percentage of the department needs to be in favor to keep the 48/96 schedule?

Any final thoughts or comments on the topic not mentioned so far?

48/96 Internal Questionnaire Survey
<http://www.surveymonkey.com/s/LNK5CJW>[11/25/2012 7:58:12 PM]

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Appendix C: 48/96 External Questionnaire

48/96 External Questionnaire Survey

<http://www.surveymonkey.com/s/L9FZPD7>[11/25/2012 7:35:20 PM]**1. The following are background and demographic questions:**

Name/Location of organization?

Number of personnel?

Number of stations?

Type of service provided?

Population?

How long have you worked for your current department?

What is your current rank?

On average how long does it take your personnel to commute to work round trip (time& mileage roundtrip please)?

2. The following questions are in regards to current and previous work schedules:

How long has your department been working on the 48/96 schedule?

What type of schedule were you working prior to implementing the work schedule change?

Was there a vote to try the 48/96 program?

What was the percentage of the department willing to try the 48/96 program?

Did your organization set a specified time period for the trial? And if so, how long?

After the trial was there a vote to make the program permanent?

And if so, what percentage was needed to make the change permanent?

3. What were the top three reasons your department made the change to the 48/96 hour work schedule?

1

2

3

4. Name the top three perceived challenges your department had prior to the change to the 48/96 hour work schedule?

- 1
- 2
- 3

5. Of these three perceived challenges, did any of them actually occur after the change to a 48/96 hour work schedule?

- 1
- 2
- 3

6. How would you categorize employee morale in your organization at these three different time periods?

Very Low Low Average High Very High

Prior to considering change of work schedule?

During implementation of change?

Six months after the change?

7. In your own words, how would you describe morale throughout the entire process within your organization?

8. Did you notice a specific group within the organization which was a majority for the change as well as a group which was primarily against the change?

(Examples- new hires, administration or those close to retirement)

For the change?

Against the change?

9. Did your department see any changes in the following areas?

Sick leave usage?

Overtime costs?

Unforeseen benefits?

Other financial impacts?

10. Ultimately did your department stay with the program or return to the previous work schedule and why? As well as any final thoughts on the topic not mentioned so far?

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Appendix D: Email to External Organizations

Dear _____,

I am an Executive Fire Officer(EFO) student doing my applied research paper on the 48/96 work schedule. I have a short questionnaire which tries to identify some of the main topics about the 48/96 work schedule and I appreciate any help that you may be able to provide. When you get a chance can you look at this and complete it if you don't mind. If possible, could you ask for three people to complete from within your department? Maybe 1 firefighter and 1 officer as well as a point of view from 1 in fire administration. Thanks for the feedback.

<http://www.surveymonkey.com/s/L9FZPD7>

Thanks,
Chris

Christopher Kelly | Captain
College Station Fire Department | Station #2
300 Krenek Tap Road | College Station, TX 77842

ph: 979.764.3715 | mobile: 979.777.1035 | fax: 979.764.3719

ckelly@cstx.gov

Appendix E: List of External Organizations sent the 48/96 External Questionnaire

Department Name	Location
Missouri City Fire & Rescue	Missouri City, TX
West University Place Fire Department	West University Place , TX
Rosenberg Fire Department	Rosenberg, TX
North Hays County Fire/Rescue	Dripping Springs, TX
Bellaire Fire Department	Bellaire, TX
Sugarland Fire Department	Sugarland, TX
Maryland Heights Fire District	Maryland Heights, MO
San Ramon Valley Fire Protection District	San Ramon, CA
Glenwood Springs Fire Department	Glenwood Springs, CO
Novato Fire District	Novato, CA
Brentwood Fire & Rescue	Brentwood, TN
Cathedral City Fire Department	Cathedral City, CA
Maplewood Fire Department	Maplewood, MO

Abstract citation ID: zsad077.0283

0283

**FIREFIGHTERS' SLEEP CHANGES AFTER SWITCHING
SHIFT SCHEDULES: A LONGITUDINAL STUDY**

Joel Billings¹

¹ Embry-Riddle Aeronautical University

Introduction: In the past few years, fire departments in the US have been switching from 24 hours on / 48 hours off (24/48) shift schedule to the 48 hours on / 96 hours off (48/96) shift schedule to increase recruitment and reduce commute frequency for members living outside the jurisdiction. While firefighters at work may be able to rest and sleep when not otherwise busy, it is not

a guarantee and concerns on health and safety understandably exist when subject to 48 hours on shift. Yet, it is unclear how switching schedules influence firefighters' sleep. Therefore, the objective of this research is to assess sleep before and after firefighters transitioned from the 24/48 to the 48/96 shift schedule.

Methods: A pre-experimental, within-subjects, longitudinal sleep study was implemented with a Southcentral US fire department ($n=24$). Daily sleep included total sleep time (TST), sleep efficiency (SE), sleep latency (SL), and wake after sleep onset (WASO), and was assessed using wrist actigraphy and the Emergency Services Sleep Diary. Participants completed three, 18-day rounds of data collection: baseline assessment was conducted on the 24/48 and post assessments were conducted after three and six months following the transition to the 48/96.

Results: The results of separate one-way repeated measures ANOVA indicated a statistically significant difference in TST ($F(2,46) = 4.58, p < 0.05$), SE ($F(2,46) = 7.97, p < 0.01$), SL ($F(2,46) = 6.88, p < 0.05$), and WASO ($F(2,46) = 5.58, p < 0.05$) as firefighters transitioned schedules. Post-hoc analysis identified statistically significant pairs between the 24/48 and the three-month post assessment for each sleep parameter: TST (6.4h vs 6.8h), SL (85% vs 89%), SL (8.7min vs 4.9min), and WASO (58min vs 45min).

Conclusion: Firefighters reported an improvement in sleep three months after transitioning to the 48/96. The results suggest that improved sleep on the 48/96 may be related to consolidating work shifts, which reduces the frequency of experiencing advance sleep offset on commute days and allows a greater recovery period at home. While further research is needed to assess how health and performance outcomes are related to firefighter schedules, the findings suggest that the pattern of work and non-workshifts influences sleep.

Support (if any):

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Resolution

ITEM/SUBJECT: MO S&T PD Agreement

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

DATE: May 20, 2024

Commentary:

Attached is an updated agreement (replacing the February 2009 agreement) between the Rolla Police Department and the Missouri University of Science & Technology for continued provision of police services within the City of Rolla by the Missouri S&T Police Department. These two agencies have maintained a positive, cooperative relationship for decades, and this agreement will, in no way, change the dynamics of that relationship.

The significance of this new agreement is that it eliminates the need for the Rolla Police Department to commission the MO S&T Police Department officers with the Missouri POST Commission as Reserve Officers for our agency. Subsequently, it would also eliminate the Oath of Office administered by the City Clerk, as the authority given to the MO S&T police officers would simply be covered under this agreement. That authority does not change, as we have a separate Mutual Aid Agreement (dated April 2013) that covers the operational aspects of the relationship between agencies.

We have modeled this agreement after one obtained from Boone County, in which the MU Campus in Columbia resides.

Recommendation:

Resolution authorizing the mayor to sign this Agreement with the Missouri University of Science & Technology.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY.

NOW, THEREFORE, BE IT RESOLVED 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, a Mutual Aid agreement between the City of Rolla, Missouri, and the Missouri University of Science and Technology, a copy of said agreement being attached hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20th DAY OF MAY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
ROLLA, MISSOURI**

THIS AGREEMENT dated the ___ day of _____, 20___, is entered into by and between City of Rolla, Missouri, and Missouri S & T University:

WHEREAS, City of Rolla MO. wishes to facilitate the provision of police services with the Missouri S&T Police Department without the City of Rolla having to provide commissions to peace officers from the Missouri S & T Police Department; and

WHEREAS, it is recognized that in certain situations the use of law enforcement officers to perform peace officer duties outside the territorial limits of the jurisdiction where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the City of Rolla Police and the Missouri S & T Police Department have the authority under RSMo §70.815 to enter into cooperative agreements for the provision of police services within the City of Rolla, Missouri; and

WHEREAS, when operating under this Agreement, it is the intention of the parties that the Missouri S & T Police employees shall be subject to all provisions of law, and retain the same status as an employee or agent, as if those employees or agents were providing services within City of Rolla's jurisdiction; and

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **AUTHORIZATION.** The parties agree to provide mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state, and to assist in the provision of specialized services to their mutual aid in the protection of health, life, and property which require such assistance, to the extent that each has resources available and ready to do so in the discretion of, and at the direction of, the chief law enforcement officers of the City of Rolla Police and the Missouri S & T Police. This authorization shall extend the powers of arrest of the Missouri S & T police officers as contemplated in RSMo §70.815.
2. **PEACE OFFICERS SUBJECT TO AGREEMENT.** Only those peace officers certified and in good standing with the Peace Officers Standards and Training (POST) program of the Missouri Department of Public Safety shall have authority to provide services under this Agreement. This authorization shall extend to all such POST-certified officers of Missouri S & T Police unless said Missouri S & T Police are notified by the Rolla Mo. Police Department of a withdrawal of this authority as to any specific officer.
3. **COMPENSATION.** Mutual aid assistance provided under this Agreement shall be rendered without charge to the Rolla Police Department during the conduct of normal police business and in emergency situations.

4. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. Neither the City of Rolla Police nor Missouri S & T Police shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of any assistance provided hereunder. Missouri S & T Police employees shall be subject to all provisions of law and retain the same status as an employee, as if those employees or were providing services to one another's jurisdiction.
5. **TERM.** The term of this Agreement shall begin immediately upon execution of the same for a period of one-year and shall automatically renew for successive periods of one-year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date.
6. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
7. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the Rolla Police Department and the Missouri S & T University Police Department. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
8. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
9. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by the Chief Law Enforcement Officer of the City of Rolla Mo. Police or the Missouri S & T Police and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
10. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
11. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
12. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

CITY OF ROLLA Missouri

By:

Lou Magdits, Mayor

Dated: _____

ATTEST:

APPROVED – Rolla Police Department:

Sean Fagan, Chief of Police

Dated: _____

MISSOURI S & T UNIVERSITY

By:

Alysha O’Neil, Missouri S&T University

Dated: _____

ATTEST:

APPROVED – Missouri S & T Police:

Doug Roberts, Chief of Police

Dated: _____

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Floyd Jernigan, Parks & Rec Dir ACTION REQUESTED: Bid Award

ITEM/SUBJECT: New Restroom Facility at Ber Juan Park soccer fields

BUDGET APPROPRIATION: \$115,000 (covers pre-fab and utility extensions) - 100% grant reimb

DATE: Monday, May 20, 2024

ACTION: Motion to award the pre-fab restroom facility for BerJuan Park (State Procurement)

COMMENTARY:

Part of the ARPA grant awarded to the City of Rolla Parks & Rec Department included the installation of an additional permanent ADA bathroom in Ber Juan Park. With the popular development and use of the soccer fields in the area closest to 10th Street, Staff is proposing this location due to the distance to other restroom facilities. With this purchase, the City will supply the concrete slab and will run water, sewer and electric to the location (approximately \$23,500 also covered by the grant).

The award, off State procurement, includes placement of the pre-engineered/pre-cast building on site. Delivery is expected in six to nine months. DNR purchases these units for State Parks and this would be our third purchased facility. They have proven to be strong units and as vandal proof as any restroom building can be. Traditional construction is estimated to be in the range of \$190-200k, without utilities.

Company	Model	Price
CXT Inc. 3808 N. Sullivan, Bldg 7 Spokane, Wash 99216	Cortez 2 room flush toilet precast concrete building; three 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (two lavatories, two water closets), two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two mirrors, ADA grab bars, ADA signs, one hose bib, and motion controlled interior lights and photo cell controlled exterior lights, crane, off loading and setting of the building on customer's prepared accessible site.	\$91,418



V.A.2

ITEM NO. _____