Open Citizen Comment Procedure

1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.

2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

Rolla City Council Meeting
Tuesday, February 21, 2017
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Kelly Long

I. PUBLIC HEARINGS
None.

II. SPECIAL PRESENTATIONS
A) Rolla Municipal Utilities (RMU) FY 2017 First Quarter Report –
(RMU General Manager Rodney Bourne)

III. OLD BUSINESS
A) Ordinance Amending Sec. 37-46 to Codify the Rolla Enhanced Enterprise Zone –
(City Administrator John Butz) – Final Reading

IV. NEW BUSINESS
A) Ordinance Authorizing the Mayor to Execute a Mutual Aid Agreement with the Pulaski County Sheriff’s Dept.- (Police Chief Sean Fagan) – First Reading
B) Ordinance Approving the Resubdivision of Lots 7, 8 and 9, Block 10, of the Holloway Addition (Wilkins) – (Community Development Director John Petersen) – First Reading
C) Resolution Authorizing the Mayor to Execute a Supervised Work Release Program Agreement with the South Central Correctional Center –
(Public Works Director Steve Hargis) – Motion

V. CLAIMS and/or FISCAL TRANSACTIONS
None.

VI. MAYOR/CITY COUNCIL COMMENTS
Rolla City Council Agenda
Page 2
February 21, 2017

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
    Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
       Real Estate

X. ADJOURNMENT
2017

Fiscal Year 1st Quarter Report

Rolla Municipal Utilities
Provided to Rolla City Council
February 21, 2017
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Board of Public Works Statement 3
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Water Statistics 13
A STATEMENT BY THE
BOARD OF PUBLIC WORKS

The Electric Power and Water System of the City of Rolla will be known as the ROLLA MUNICIPAL UTILITIES. Mr. J. B. Bronson will continue as general manager.

It will be the policy of the Board to operate the Rolla Municipal Utilities strictly on a business basis. There will be no change in the general policies of the management. All rates will be the same for the present.

The Board has three primary obligations:

1. To give the best possible service to the Citizens of Rolla.

2. To accumulate funds for the payment of the indebtedness. (Bond Issue and Revenue Certificates).

3. To build up reserve funds for any emergency and for replacement of machinery and equipment.

Regarding Service Interruptions:
This trouble is not in the local system, but in the source of supply. We hope eventually to have other sources of supply available and improve the electric service in Rolla.

Beginning immediately, $1000.00 per month from the profits will be paid to the General Fund of the City of Rolla, which is to replace the Franchise Tax formerly paid by the Missouri General Utilities.

No merchandise will be sold in competition with local merchants.

No repair service will be maintained in competition with local Electric Service men.

Next Monday, November 12th, our offices will open in our new building, formerly the Negro U. S. O Building, 102 W. 9th Street. All business will be transacted from this location after that date. The Rolla Free Public Library will occupy the second floor, and the State Board of Health and the County Agent the basement of this building. These quarters are furnished to the above organizations without cost as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

H. E. CASTLEMAN, President
F. H. FRAME, Vice-President
R. E. SCHUMAN, Secretary
F. A. CAMERON, Member
**FIRST QUARTER FINANCIAL RECAP (Unaudited)**

**OPERATING INCOME and EXPENSES**

<table>
<thead>
<tr>
<th></th>
<th>1st Quarter FY 2016</th>
<th>1st Quarter FY 2017</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING REVENUES</td>
<td>$6,936,752</td>
<td>$6,985,375</td>
<td>$48,623</td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td>($7,266,460)</td>
<td>($7,421,137)</td>
<td>($154,677)</td>
</tr>
<tr>
<td>OPERATING INCOME</td>
<td>($329,708)</td>
<td>($435,762)</td>
<td>($106,054)</td>
</tr>
<tr>
<td>OTHER INCOME &amp; EXP.</td>
<td>$99,940</td>
<td>$120,886</td>
<td>$20,946</td>
</tr>
<tr>
<td>NET INCOME</td>
<td>($229,768)</td>
<td>($314,876)</td>
<td>($85,108)</td>
</tr>
</tbody>
</table>

Upon completion of the first quarter of FY 2017, Operating Revenues are up $48,623 as compared to last year. Operating Expenses are down $154,677 for the same period resulting in an Operating Income of ($435,762), which is $106,054 lower than the previous year. When combined with miscellaneous income and expenses, RMU experienced a Net Income of ($314,876), which is down $85,108 as compared to the first quarter of FY2016.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

- ELECTRICAL EXTENSIONS/UPGRADES

  
  
  
  - Deer Crossing East – Continuation of electric distribution system to serve additional building lot. Started, October 24, 2016. Completed, October 25, 2016.
  
  
  - Hartmann US (old Briggs and Stratton facility) – RMU transformers (seven (7) transformers are onsite) two (2) transformers were moved to accommodate changes
to building and two (2) were de-energized. Started, November 30, 2016. Competed, December 2, 2016.

- January Ice Storm: January 12-15, 2017 – 24 hour staffing was put into place for quick response to outages.
- Phelps County Regional Medical Center (PCRMC) – RMU coordinated with PCRMC contractor in the installation of a duck bank to move 34.5kV and 12kV overhead lines to underground.
WATER DEPARTMENT

- WATER MAIN INSTALLATION
  - 6th Street from Kingshighway to Pine Street – Replace existing 6" cast iron main with 12" PVC. Installed 1,120 feet of 12" PVC. Started, August 15, 2016. Completed, October 31, 2016.
  - Old St. James Road water main replacement project – Iowa Street and Arkansas Avenue to 18th Street and Old St. James Road – Replaced 10" and 12" water main with 12" & 16" PVC. Started, January 3, 2017. Ongoing.

- SIXTEEN (16) WATER TAPS

- TWO (2) FIRE HYDRANTS

FIBER

- City of Rolla SE Wastewater Treatment Plant – Extended fiber system. Installed 4,585 feet. Started, November 1, 2016. Completed, November 9, 2016
MISCELLANEOUS

• TRAINING
  o Symposium on “Alternative Project Procurement Policy” held in Springfield, MO on October 27, 2016. Two employees attended.

• PERSONNEL
  o Apprentice Lineman resigned, December 1, 2016.
  o MPUA Apprentice Lineman Program 2nd year final test held in Columbia, MO on December 2, 2016. Two employees completed the test.
  o Employee promotion from Grounds/Maintenance to Apprentice Lineman, December 26, 2016.
  o Night Serviceman resigned, January 27, 2017.

• PRESENTATIONS

• SUBSTATION TRANSFORMERS
  o Transformer oil testing and analysis conducted by United Power Systems, Inc. Samples taken September 21, 2016. Received test results.

• MoPEP/MJMEUC UPDATES
  o Marshall Kansas wind farm to commence commercial operation. Other MoPEP cities are moving forward with solar farms, which include, Chillicothe and Lebanon, MO.
  o RMU will host the Spring Tech Training sessions March 15, 2017.
  o Legislative action expected for this coming year include: Right-to-work, Tel-Comm, including small wireless pole attachments, net metering, prevailing wage, landlord-tenant liability, and underground facilities.
  o MJMEUC approved a 60MW Power Purchase Agreement (PPA) on proposed GrainBelt Express transmission line up to 200MW and passed two resolutions to support the GrainBelt project and future Prairie State Bond refunding.
  o MJMEUC authorized the purchase of an additional 50MW of Dogwood plant for benefit of MoPEP/MMMPEP.
  o MoPEP took action in approving modifications to Lamar landfill gas facilities to renovate to 7.6MW.

• ANNUAL AUDIT
  o The annual audit of RMU for Fiscal Year 2016 was presented by Tammy Alsop of Hochschild, Bloom and Company, LLP during December 20, 2016 regular Board of
Public Works session. RMU received an "unmodified opinion" which is the best that can be given.

- **PAYMENTSUS**
  - RMU is in the process of implementing a customer electronic payment and billing system. This system will offer a pay now button that conveniently takes customers to their utilities billing information online and gives an option to pay by credit card, eCheck or Kiosks. Customers will have the option to save their credit card information for easy reoccurring payments online. This system should be operational in the near future.

- **ALTERNATIVE FUEL CORRIDORS**
  - US Division of Energy and MoDOT are working on Alternative Fuel Corridors in Missouri. Columbia has invited RMU to participate in the planning process.

- **OUTAGE COMMUNICATIONS**
  - **January Ice Storm:** RMU Management and Staff set forth preparations for the potential ice storm which occurred in January of this year by organizing 24 hour staffing shifts, and monitoring the forecast. Key customers and City departments were informed of RMU's response plan and coordinating communications. Pictures, weather forecast, updates, and safety information regarding outage preparations were posted on the RMU Facebook page. An auto reply to Facebook Messenger was added providing an RMU website link on "How to Report an Outage".

- **TDD/ROLLA MARKETPLACE**
  - Developed preliminary water and electric plans to support the planned relocation and construction development. We are working with Public Works and the engineers on plans, schedule and appropriate funding.
## RELIABILITY STATISTICS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAI</td>
<td>99.9926%</td>
<td>99.9998%</td>
<td>99.9975%</td>
</tr>
<tr>
<td>CAIDI</td>
<td>20.533 min</td>
<td>17.719 min</td>
<td>14.538</td>
</tr>
<tr>
<td>SAIDI</td>
<td>70.486 min</td>
<td>51.476 min</td>
<td>18.075</td>
</tr>
<tr>
<td>SAIFI</td>
<td>3.433</td>
<td>2.9</td>
<td>1.243</td>
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</table>

ASAI – Average Service Availability Index (customer minutes available/total customer minutes, as a %)

CAIDI – Customer Average interruption Duration Index (average minutes interrupted per interrupted customer)

SAIDI – System Average Interruption Duration Index (average minutes interrupted per customer for all customers)

SAIFI – System Average Interruption Frequency Index (# of short interruptions per customer for all customers)

2016 data excludes outages and events caused by Failure of Greater Transmission system that is beyond control of RMU.

2016 data excludes outages less than 6 seconds or extended outages as per IEEE 1336.

<table>
<thead>
<tr>
<th>Outage Causes</th>
<th>'07</th>
<th>'08</th>
<th>'09</th>
<th>'10</th>
<th>'11</th>
<th>'12</th>
<th>'13</th>
<th>'14</th>
<th>'15</th>
<th>'16</th>
<th>Change '15-'16</th>
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<tbody>
<tr>
<td>Power Supply</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>45</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>200%</td>
</tr>
<tr>
<td>Equipment</td>
<td>18</td>
<td>24</td>
<td>32</td>
<td>34</td>
<td>42</td>
<td>29</td>
<td>19</td>
<td>31</td>
<td>13</td>
<td>15</td>
<td>15%</td>
</tr>
<tr>
<td>Natural</td>
<td>45</td>
<td>81</td>
<td>35</td>
<td>63</td>
<td>63</td>
<td>50</td>
<td>38</td>
<td>62</td>
<td>43</td>
<td>50</td>
<td>16%</td>
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<tr>
<td>Utility Human Error</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>0%</td>
</tr>
<tr>
<td>Non-Utility Incident</td>
<td>3</td>
<td>15</td>
<td>10</td>
<td>2</td>
<td>17</td>
<td>4</td>
<td>13</td>
<td>7</td>
<td>2</td>
<td>1</td>
<td>-50%</td>
</tr>
<tr>
<td>Unknown</td>
<td>1</td>
<td>3</td>
<td>10</td>
<td>14</td>
<td>11</td>
<td>26</td>
<td>11</td>
<td>16</td>
<td>26</td>
<td>26</td>
<td>0%</td>
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<tr>
<td>Totals</td>
<td>67</td>
<td>124</td>
<td>89</td>
<td>117</td>
<td>138</td>
<td>111</td>
<td>84</td>
<td>117</td>
<td>86</td>
<td>96</td>
<td>12%</td>
</tr>
</tbody>
</table>

Scheduled outages NOT included.
Statistics based on calendar year.
RELIABILITY STATISTICS
Customers wait in the dark less time than investor-owned systems. RMU's CAIDI for calendar year 2016 is 14.538 minutes.

*2015 Date (Latest available information from report of MoPSC)
### WATER STATISTICS

![Bar Chart]

### OUTAGE CAUSES

<table>
<thead>
<tr>
<th>Cause</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Main Break</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>Hole in Water Main</td>
<td>31</td>
<td>25</td>
</tr>
<tr>
<td>Split in Water Main</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Fitting Failure</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Service Line Break</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>Service Line Replacement</td>
<td>4</td>
<td>7</td>
</tr>
<tr>
<td>Fire Line Break</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Valve Repair/Replacement</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>Installation Fitting</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Storage Facility Outage</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Unknown</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

2015: 36,996,625 Gallons of estimated water loss  
2016: 15,358,500 Gallons of estimated water loss  
64% PVC Water Main as of 07/26/16
CITY OF ROLLA  
CITY COUNCIL AGENDA  

DEPARTMENT HEAD: John Butz, City Administrator  
ACTION REQUESTED: Final Reading  

ITEM/SUBJECT: Ordinance to Amend Sec. 37-46 to Codify the Rolla Enhanced Enterprise Zone  

BUDGET APPROPRIATION (IF APPLICABLE) N/A  
DATE: February 21, 2017  

COMMENATRY:  

Staff noted an oversight in City Code that still recognized the City’s old designated “enterprise zone” – a designation no longer available in Missouri. Instead, the City Council approved the “Enhanced Enterprise Zone” in 2009 but did so by Resolution, which did not update City Code.  

The attached ordinance officially repeals the old enterprise zone program and codifies the new enhanced enterprise zone – specifically formation and duties of the EEZ Board and summarizes the basic provisions of tax abatement for certain industry types. The EEZ provision came directly from the approving Resolution that was approved by the Missouri Department of Economic Development in 2009  

Recommendation: Final reading to repeal the old “Rolla Enterprise Zone” and to codify the updated (2009) Rolla Enhanced Enterprise Zone.

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

Section 1: That Article V – Property Tax Abatement in Enterprise Zone (Section 37-46) of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, is hereby repealed and a new Article V, pertaining to the Enhanced Enterprise Zone is hereby enacted to read as follows:

Sec. 37-46 - Rolla Enhanced Enterprise Zone (EEZ)

a. Creation of EEZ Board. The City Council hereby ratifies and confirms the creation of the EEZ on June 1, 2009, Resolution No. 1687.

b. Authority of EEZ Board. The seven member EEZ Board, pursuant to RSMo. 135.957, shall lead the Rolla Enhanced Enterprise Zone. The Board shall serve the following role:

1. Advise the local governing authority on the designation of the enhanced enterprise zone and any other advisory duties as determined by the governing authority.
2. The Board shall be responsible for review and assessment of zone activities.
3. The Board is responsible for submitting an annual report to the Director of Economic Development regarding the status of the zone and business activity.

c. Qualifying Industries by NAICS Code. That the following industries, when locating or expanding within the Enhanced Enterprise Zone, to be known as the Rolla Enhanced Enterprise Zone, so designated by the State of Missouri, will be considered eligible for a reduction in ad valorem taxes, per criteria stated below and pursuant to Chapter 135, RSMo and subsequent amendments:

Qualifying Industries by NAICS Code:

22—Utilities
23—Construction
31-33—Manufacturing
42—Wholesale
48-49—Transportation and Warehousing
51—Information
54—Professional, Scientific and Technical Services
55—Management of Companies and Enterprises
56—Administrative and Support and Waste Management and Remediation Services
71—Arts, Entertainment and Recreation, excluding gaming operations
72—Accommodation except Food and Drinking places
81—Other services except Religious organizations
Value-added agricultural products

III. A. L.
"Enhanced business enterprise", an industry, or one of a cluster of industries that is either:

(1) Identified by the department as critical to the state's economic security and growth; or

(2) Will have an impact on industry cluster development, as identified by the governing authority in its application for designation of an enhanced enterprise zone and approved by the department; but excluding gambling establishments, retail trade, educational services, religious organizations, public administration, and food and drinking places, however, notwithstanding provisions of this section to the contrary, headquarters or administrative offices of an otherwise excluded business may qualify for benefits if the offices serve a multistate territory. Service industries may be eligible only if a majority of its annual revenues will be derived from out of the state.

(d) Any business enterprise within the above-itemized NAICS codes, located within the proposed zone and meeting requirements of Chapter 135 RSMo. as amended, will receive a minimum of 50 percent reduction of real ad valorem tax abatement on new improvements, or more based on private investment, job creation, and paid wages.

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
City of Rolla
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan                      ACTION REQUESTED: 1st & Final Reading

ITEM/SUBJECT: Mutual Aid Agreement between RPD & Pulaski County Sheriff’s Dep.

BUDGET APPROPRIATION (IF APPLICABLE): $ N/A                      DATE: February 21, 2017

Commentary:

We would like to renew an agreement between the Rolla Police Department and Pulaski County Sheriff’s Department that establishes guidelines and specifications for responses to requests for emergency or specialized law enforcement services, such as SWAT assistance. The agreement primarily addresses law enforcement authority and liability in these mutual aid situations. Pulaski County has requested this update to include their new Sheriff’s signature. There are no other changes.

Recommendation:

Motion to approve an ordinance allowing the Mayor and Chief of Police to sign an agreement between the Rolla Police Department and the Pulaski County Sheriff’s Department for responses to requests for emergency or special law enforcement services.

ITEM NO: IV A
AN AGREEMENT FOR EMERGENCY OR SPECIAL LAW ENFORCEMENT SERVICES BY
AND BETWEEN THE PULASKI COUNTY SHERIFF’S DEPARTMENT, MISSOURI AND
THE ROLLA POLICE DEPARTMENT, MISSOURI

WHEREAS, it is in the best interest of the Pulaski County Sheriff’s Department and the Rolla Police Department to provide for certain law enforcement services upon request; and

WHEREAS, the Missouri Constitution (Article VI, Section 15) and the Missouri Revised Statutes (RSMo 70.220) provide authority for intergovernmental cooperation; and

WHEREAS, the Missouri Revised Statutes (RSMo 70.820) Any law enforcement officer as defined by section 556.061, RSMo, full-time peace officer as defined by section 590.100, RSMo, of a county or a full-time peace officer of any political subdivision who is certified pursuant to chapter 590, RSMo, or a chief executive officer as defined by section 590.100, RSMo, of a county or any political subdivision, certified pursuant to chapter 590, RSMo, shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which such peace officer’s authority is derived. This section does not apply to any peace officer certified pursuant to subsection 6 of section 590.105, RSMo.; and

WHEREAS, the two law enforcement agencies may obtain more effective and efficient emergency or special law enforcement services when their deputies/officers cooperate with and assist each other in providing certain law enforcement services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Pulaski County Sheriff’s Department and the Rolla Police Department agree as follows:

A. DEFINITIONS

The following terms are defined for use in this Agreement:

1. “Agency” means the departments of the Pulaski County Sheriff’s Department and the Rolla Police Department.
2. “Requesting Agency” means an agency requesting emergency police services or assistance pursuant to this agreement.
3. “Responding Agency” means an agency providing emergency police services or assistance pursuant to this agreement, or an agency that may be called upon to provide emergency services or assistance pursuant to this agreement.
4. “emergency or specialized law enforcement services and assistance” means personnel and equipment necessary for providing emergency law enforcement protection and services in police matters involving a life threaten ing situation, a situation in which there is grave danger of bodily harm, or a situation involving mob action, a riot, or other similar special threat situation.

5. “Jurisdiction” of the agency shall be as follows:
   a. “Pulaski County” means the established boundaries of said County.
   b. “City of Rolla” means the corporate limits of said City.

6. “Policies and procedures” means the policies and procedures adopted by the agencies which set forth, among other things:
   a. The persons in each agency who are authorized to request emergency or specialized law enforcement services or assistance from another agency and the matter in which such requests are to be processed and approved.
   b. The persons in each agency who are authorized to approve requests for their deputies/officers to provide emergency or specialized police services, and who are thus responsible for determining whether or not their agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

B. LAW ENFORCEMENT SERVICES AND ASSISTANCE

The Sheriff of Pulaski county or designee and the chief of police of the city of Rolla, or designee, shall be responsible for receiving requests for emergency or specialized law enforcement services and assistance in accordance with the policies and procedures adopted by the agencies. The manner in which agencies shall request emergency or specialized law enforcement services and assistance from other agencies, and themselves respond to such requests, shall be as follows:

1. Either agency, through its authorized personnel, may request emergency or specialized law enforcement services or assistance from other the other agency.
2. The requesting agency shall specify the type of law enforcement service or assistance, which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding agency shall make a reasonable effort to provide the law enforcement service or assistance requested pursuant to this agreement, subject to its workload and availability of deputies/officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide emergency or specialized law enforcement services or assistance, the responding agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.
4. The agency which is requesting emergency police services or assistance from other agencies, and the types of emergency or specialized law enforcement services and assistance which they are requesting are as follows:
   a. The Pulaski county sheriff’s department, Missouri hereby requests that the police department of the city of Rolla, Missouri provide law enforcement services and assistance in situations where they receive calls or other
requests for emergency or specialized law enforcement services and assistance from persons who would ordinarily be within the jurisdiction of the Sheriff's Department of Pulaski County, or where the deputies/officers or other personnel of said agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the Sheriff’s Department of Pulaski County.

b. The Rolla Police Department, Missouri hereby requests that the Sheriff’s Department of the County of Pulaski, Missouri provide law enforcement services and assistance in situations where they receive calls or other requests for emergency or specialized law enforcement services and assistance from persons who would ordinarily be within the jurisdiction of the Police Department of the City of Rolla, or where the deputies/officers or other personnel of said agencies view circumstances indicating probable cause that there has been, is, or other rule or regulation within the jurisdiction of the Police Department of the City of Rolla.

C. LAW ENFORCEMENT AUTHORITY

Deputy Sheriff’s/ Police officers and other personnel who are providing emergency or specialized law enforcement services and assistance within the jurisdiction of another agency shall have the following police authority and power, and be subject to the following working procedures and measures:

1. When acting pursuant to this agreement within the jurisdiction of the requesting agency, deputies/officers and other personnel of a responding agency shall therein have the same police authority and power as deputies/officers or other personnel of the requesting agency.

2. The heads of the agencies shall establish working procedures and measures as they deem necessary for the control and direction of deputies/officers, personnel, and equipment that are acting within the jurisdiction of requesting agency pursuant to this agreement; provided, however, that until such working procedures and measures are established, the deputies/officers, personnel, and equipment of a responding agency shall be subject to the direction and control of the executive of the requesting agency or his designee.

D. LIABILITY

1. Each party to this agreement represents that it has and will maintain appropriate policies of insurance to indemnify itself against claims for personal injury, wrongful death, workers compensation or such other claims as may arise while providing assistance or services pursuant to this agreement.

2. While responding pursuant to this agreement, officers and employees of the responding agency will be deemed to remain employees, acting in the scope and course of their employment, for the agency which hired them.

3. When acting pursuant to this agreement within the jurisdiction of a requesting agency, the governmental entity of the responding agency shall be responsible for any damages from any liability out of such injury.

E. SEVERABILITY
If any provision of this agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this agreement that can be given effect without the invalid provision.

F. EFFECTIVE DATE

This agreement shall be effective when duly executed by the authorized representative of Pulaski County, Missouri and the City of Rolla, Missouri.

G. AMENDMENT

This agreement may be modified or amended by unanimous agreement of Pulaski County, Missouri and the City of Rolla, Missouri.

H. TERMINATION

This agreement shall terminate, and shall have no force or effect, upon the passage by Pulaski County, Missouri and the City of Rolla, Missouri of an ordinance, resolution, or other document indication withdrawal from this agreement.

I. GOVERNING LAW

This agreement shall be construed in accordance with the laws and constitution of the State of Missouri.

IN WITNESS WHEREOF, the County Commission of Pulaski County, Missouri and the City Council of the City of Rolla, Missouri have authorized their representatives to execute this agreement; and said representatives have caused this agreement to be executed, and have attached herewith a copy of the ordinance, resolution, or other documents adopted by their respective governing body authorizing them to execute this Agreement.

Mr. Gene Newkirk
Pulaski County Presiding Commissioner

City of Rolla
Louis J. Magdits, IV
Mayor

Pulaski County Sheriff Jimmy Bench

Sean Fagan
Rolla Chief of Police
ORDINANCE NO. _________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE PULASKI COUNTY SHERIFF’S DEPARTMENT PERTAINING TO MUTUAL AID.

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

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

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


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development       ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance to approve the re-subdivision of Lots 7, 8, and 9, block 10, of the Holloway first Addition, to eliminate the interior lot lines for Lots 7, 8, Block 10, Holloway Addition, to substitute a minor subdivision described as Lot 1, Spring Properties First Addition the City of Rolla, Phelps County, Missouri.

BUDGET APPROPRIATED (IF APPLICABLE) $ 0       DATE: 2-20-2017

(Wilkins)

GENERAL INFORMATION:

CASE#: 1-13-17

APPLICANT/STATUS OF APPLICANT: The subject property belongs to the Spring Properties, LLC. 102 W. 14th Street, Rolla, Missouri 65401. Owner: Barbara Wilkins-Managing Member.

CURRENT ZONING/USE: The subject property is zoned R-2 (Two Family District) zoning. The site is currently undeveloped. The highest and best use of this property is for residential development given the extent to which the surrounding neighborhood is zoned and developed for multi-family use.

LOCATION OF SUBDIVISION: The subdivision is located at the intersection of 12th and Iowa Streets. The Assessor’s Account Number is 6589 and can be used to identify the location of a given property. See the attached map and legal description.

LOTS: The re-subdivision of Lots 7, 8, and 9, Block 10 of the Holloway Addition is intended to eliminate certain interior lot lines that will permit future development of moderate density housing. The combined lots total .41 per acre or 17,860 sq. ft. Lot 1 Spring Street Addition will meet all requirements concerning setbacks, parking, open space (25% 4,465 sq. ft.) and lot width – 75 feet.

PROJECT DESCRIPTION: The proposed project involves the redevelopment of a .41 sq. ft. tract of land suitable for residential use located at juncture of Twelfth and Iowa Street to allow up to eleven (11) dwelling units housing and 44 bedrooms. The existing zoning is R-2 (Two Family District) zoning. The building footprint contains 7,144 sq. ft. (40%) of total area to address the building footprint coverage of (40%) and open space with 25% (4,465 sq. ft.).

ENGINEER OF RECORD: Lortz Surveying LLC, 14800 Private Drive, 1122 Saint James, Missouri, 65559. Phone 573-265-0561, JasonLortzSurveying.com

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their January 31, 2017 meeting.

ACTION REQUIRED: Motion to recommend to the City Council the approval, denial, or approval with conditions of the request to vacate the subject re-subdivision.
DEVELOPMENT HISTORY: No zoning or subdivision issues have been recorded for this property.

FINDINGS: The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve, approve with condition or denial of the zoning request.

1. Neighborhood character/impact: The proposed Wilkins re-subdivision of Block 10, lots 7, 8, and 9, Holloway First Addition, will not have a negative or adverse impact on this project. The change of zoning of the surrounding neighborhood from R-2 to R-3 has over the years produced constant pressure to encourage re-development from low to moderate and higher intensity residential development oriented to student housing demand resulting from MS&T expansion.

2. Consistency with the 2020 Comprehensive Plan Update: This rezoning would be entirely consistent with the Future Land Use Map and policies of the Rolla 2020 Comprehensive Plan Update which calls for multi-family residential used ranging from duplex development to apartment or townhouse development.

The Rolla 2020 Future Land Use Map is not intended to remain static or unchanged over time, but should be revised by the Planning and Zoning Commission and the City Council to reflect changing development trends and growth opportunities if considered desirable. The future land use map and text did address policy regarding the importance of infill development and redevelopment stating: “The City will encourage infill Development on vacant or underutilized parcels where infrastructure and public services are readily available...” The proposed housing project meets this policy guideline.

3. Adequacy of utilities & public services: All utilities and services are available to the subject property sufficient to support the investment of the type and scale proposed.

4. Impact on streets and parking: This re-zoning will result in more traffic volume from the approximately 11 off-street parking spaces under this project. The additional residences should not have a significant impact on the adjoining neighborhood given the density in the surrounding neighborhood.

5. Physical characteristics: There are no physical characteristic on this site that would hinder the construction of approximately 8 multi-family dwelling units, such as excessive slope, flooding, or other features that might adversely impact this multi-family or townhouse development project.

6. Suitability for development if rezoned: The subject property is suitable for the development of new multifamily project as proposed for this property through this re-zoning action.

IV. B.2.
PUBLIC COMMENT / ISSUES: The proposed rezoning was advertised in the RDN on February 25/26, 2017. Property owners within 185' were notified by mail. No issues were raised by Development Review Committee Members.

ACTION REQUIRED: Motion to recommend (approval/denial) or approval with conditions. Please list factors you consider important to your recommendation.

STAFF REVIEW AND RECOMMENDATION: It is staff’s recommendation that the Planning and Zoning Commission should recommend approval of the proposed rezoning.

ATTACHMENTS:
Zoning are map, list of property owners, affidavit of publication
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RE-SUBDIVISION OF LOTS 7, 8, AND 9 BLOCK 10, OF THE HOLLOWAY FIRST ADDITION TO ELIMINATE INTERIOR LOT LINES BETWEEN LOTS 7 AND 8, HOLLOWAY ADDITION TO SUBSTITUTE A MINOR SUBDIVISION DESCRIBED AS LOT 1, SPRING PROPERTIES FIRST ADDITION, CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (WILKINS)

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

Section 1: An ordinance approving the re-subdivision of Lots 7, 8, and 9, Block 10 of the Holloway First Addition, to eliminate interior lot lines between Lots 7 and 8 Holloway Addition to substitute a minor subdivision described as Lot 1, Spring Properties First Addition, City of Rolla, Phelps County, Missouri.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.

Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

__________________
Mayor

ATTEST:

__________________
City Clerk

APPROVED AS TO FORM:

__________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis    ACTION REQUESTED: Resolution

ITEM/SUBJECT: South Central Correctional Center
Supervised Work Release Program Agreement

BUDGET APPROPRIATION (IF APPLICABLE)    DATE: 02/21/17

COMMENTARY:

The attached resolution authorizes the Mayor to enter into a renewal of our supervised work release program between the Missouri Department of Corrections and the City of Rolla.

The City of Rolla employs eight offenders from the South Central Correctional Center to perform manual tasks in both our public works and parks departments. We have participated in the work release program with the Missouri Department of Corrections since 2005 and have been very pleased with the program.

Staff recommends approval of this resolution.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE IN BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI DEPARTMENT OF CORRECTIONS.

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

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


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
EXHIBIT A

South Central Correctional Center
Supervised Work Release Program Agreement
Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
City of Rolla
901 N. Elm St.
3rd Floor City Hall
Rolla, Missouri 65401

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center ("SCCC") and the Saint Louis University ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the SCCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Department of Corrections and/or designee.

1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:

2.1 Effective March 1, 2017 through February 28, 2018 a binding agreement shall exist, wherein SCCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties.

2.2 This agreement is not intended to create any rights, liberty interest nor entitlements in favor of any incarcerated offender. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any
entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Personnel shall assist with enforcement of Inmate Rules by reporting violations to the SCCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.

2.3.1 All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact offenders.

2.3.2 No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.

2.3.3 The Contractor shall cooperate with the SCCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.

2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse and consensual sex.

2.4.1 Any contractor or contractor's employee who witnesses any form of sexual misconduct must immediately report it to the SCCC Warden or Work Release Coordinator. If a contractor or contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders the Department may cancel the agreement, or, at the Department's sole discretion, require the contractor to remove the employee from supervising offenders under the agreement.

2.4.2 Any contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss, shrinkage or damage of any materials, equipment, supplies or items of value.

2.6 All records deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections’ Internal Auditor and/or the Missouri State Auditor.

2.7 The SCCC Work Release Coordinator and/or designee of the SCCC Warden shall coordinate and monitor the progress and activities of the program, and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary.

2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement and/or dismissal from any segment of the program shall be at the sole discretion of the SCCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted and assigned under the following conditions:

   a. Classification and assignment of offenders shall be under the control of the SCCC.

   b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate, based on the service to be provided pursuant to this agreement.

   c. The Contractor, working in concert with the SCCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the SCCC Warden, SCCC Chief of Custody, SCCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 217.360 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the SCCC Warden and/or designee.

   d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.

   e. If required and/or deemed necessary, SCCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.

   f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the SCCC Control Center immediately.

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g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.

i. Offenders assigned to work crews shall not operate trucks, automobiles or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.

j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct and supervisory relationship involving work crew offenders.

k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.

l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. SCCC agrees to make every effort to accommodate the needs of the Contractor; however, the SCCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.

m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.

n. The SCCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the SCCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.

o. Incidents involving offender workers requiring medical attention shall be reported to the SCCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site SCCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site SCCC Medical Services or community resources, whichever is determined to be prudent under the circumstances or in lieu of prevailing health care practices. In either instance, the Contractor staff shall accompany/assist, maintain, watch over and/or supervise offender workers until relieved by SCCC correctional
staff. In all instances, the SCCC Warden and/or designee and the SCCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted to the SCCC Safety Manager within 24 hours of any incident.

p. The SCCC Warden and/or designee shall direct that on-site meals are prepared within SCCC and provided at the work site, including a beverage, for the offender workers. No unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either agency shall be monitored, inventoried, retrieved and secured following individual meals.

q. The SCCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.

r. The Contractor shall provide all equipment and supplies required by its staff and offender work crew members under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent and/or replenishment of supplies necessary to perform the assigned task.

s. The Contractor will provide safe working conditions. The Contractor will provide all needed repair and maintenance for all tools, equipment or machinery used by offender workers. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the SCCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.

3.1 SCCC will provide up to eight (8) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the SCCC Warden.

3.2 Offenders will be assigned to the following shifts:

- Monday through Thursday, 7:00 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The SCCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.

3.4 Offenders assigned to the Contractor work agreement will engage primarily in various duties to include:

- **Ground Maintenance:**
  - Landscaping, mowing, weed trimming, tree trimming, and brush clearing
  - Litter pickup
  - Sidewalk clearing to include snow and ice removal

- **Janitorial:**
  - Cleaning and maintaining restrooms in city owned buildings to include:
    - City Parks
    - City Fire Stations
    - City Sewer Treatment Plants
    - Maintenance Sheds

- **Building Maintenance:**
  - Painting and minor repair

- **Machinery Repair:**
  - Maintain, lubricate and re-fuel weed trimmers, lawnmowers, and chainsaws

- **Other:**
  - Wash and detail city vehicles
  - Assist with minor construction projects

3.5 Offenders will be assigned to work at various locations within the City of Rolla to include city parks and city owned properties.

3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers.

3.7 The Contractor shall notify SCCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.

3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to SCCC in the evening. A copy of the out count shall be retained by SCCC.

- The Contractor will count offenders and report back to SCCC Control Center between the hours of 10:30 a.m. and 11:00 a.m.

**Payment & Invoice**
4. Payment and Invoice processing shall be subject to the following:

4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.

4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications and/or other expenses resulting from work requirements and/or attendance at one or more training events.

4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers $9.38 per eight (8) hour shift. Offenders shall be compensated $9.38 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours.

4.4 The Contractor shall submit time cards by the second business day of every month to the SCCC.

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

Renewals, Amendments and Termination

5. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:

a. At 11:59 p.m. on February 28, 2018.
b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations.
c. Upon thirty (30) days written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:
MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL

D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

Signature on File

George A. Lombardi, Department Director

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

   A. AUTHORITY: Sections 217.040 and 217.175 RSMo

   B. APPLICABILITY: All staff members of the department.

II. DEFINITIONS:

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

      1. unauthorized oral or written communication,

      2. business or social interaction, and

      3. other overly familiar act with an offender that includes, but is not limited to,

         a. giving unauthorized gifts of any nature,

         b. name calling,

         c. teasing,

         d. horseplay,

         e. joking,

         f. carrying messages, or

         g. sharing personal information.

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

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

   D. Ex-Offender: An offender who has been released from all supervision of any division of the department.
E. **Family:** For the purpose of this procedure, family shall include:
   
   a. spouse,
   
   b. parents or step-parents and their spouses,
   
   c. siblings and their spouses,
   
   d. children or step-children and their spouses,
   
   e. grandparents or step-grandparents and their spouses,
   
   f. grandchildren or step-grandchildren,
   
   g. aunt,
   
   h. uncle,
   
   i. niece,
   
   j. nephew, and
   
   k. cousin.

F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender- stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:

   1. spouse,
   
   2. parents or step-parents and their spouses,
   
   3. siblings or step-siblings and their spouses, and
   
   4. children or step-children and their spouses.

H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.

I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.

J. **Staff Member:** Any person who is:

   1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
   
   2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

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

K. Working Days: Monday through Friday except holidays.

III. PROCEDURES:

A. PROFESSIONAL PRINCIPLES OF CONDUCT

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

2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.

3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.

2. Staff members must maintain professional relationships with offenders.

3. Staff members must not knowingly have avoidable contact with:
   a. an offender,
   b. an offender’s family,
   c. an offender’s legal guardian and spouse,
   d. an offender’s significant other, or
   e. an ex-offender (this does not include staff members who are ex-offenders).

4. A staff member must provide written notification to the CAO the next day he\(^1\) reports to duty with copies to all supervisors in the chain of command when he:
   a. discovers that a family member is an offender,
   b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
   c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
   d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
   e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender’s immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
   f. The CAO will ensure that a copy of this written notification is placed in the employee’s working file and official file.

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\(^1\) All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.
5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

6. Staff members must not give his or a fellow staff member’s home or personal cellular telephone number or address to an:
   a. offender, ex-offender or their
      (1) immediate family,
      (2) significant other,
      (3) legal guardian, or
      (4) spouse.

7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
   a. an offender, ex-offender or their
      (1) immediate family,
      (2) significant other,
      (3) legal guardian, or
      (4) spouse.

8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.

9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
   a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.

      (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.
   a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
   b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
   c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
   d. Noncustody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.

3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
   a. The CAO will determine whether the staff member will be required to report to the worksite.
   b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.

4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.

5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
   a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
   b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
   c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.

2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.

4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

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

E. REPORTING MISMANAGEMENT

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

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.

2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

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

V. HISTORY:

A. Original Effective Date: 05/08/89
B. Revised Effective Date: 04/23/90
C. Revised Effective Date: 09/15/93
D. Revised Effective Date: 04/20/99
E. Revised Effective Date: 05/15/00
F. Revised Effective Date: 04/06/08
G. Revised Effective Date: 05/23/09
H. Revised Effective Date: 12/17/09
I. Revised Effective Date: 10/05/13
J. Revised Effective Date: 07/24/16
STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE PROCEEDINGS WARNING – CONTRACT STAFF

INQUIRY CONCERNING (INCLUDE FACTS, TIME, NAMES AND DATES RELATING TO THE INCIDENT IN QUESTION):


I advise you that you are being questioned or required to testify as part of an official investigation of the department. This inquiry involves the above described incident and is in accordance with departmental policies and procedures.

This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident.

Refusal to answer questions or testify to matters related to this incident implies you have violated departmental procedures and such refusal is cause for action by the department including not permitting entrance into department institutions and facilities.

The information you provide for this administrative investigation cannot be used against you in any criminal proceeding.

STAFF ISSUING WARNING: ________________________

DATE: ___________________ A.M. ___________________ P.M.

I HAVE READ OR HAD READ TO ME AND I UNDERSTAND THE ABOVE WARNING.

SIGNATURE: ________________________

DATE: ________________________

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