AGENDA OF THE ROLLA CITY COUNCIL
Monday, November 6, 2017; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV
COUNCIL ROLL: JONATHAN HINES, MONTY JORDAN, MATTHEW CROWELL, MATTHEW MILLER, KELLY LONG, DAVID SCHOTT, DON MORRIS, JOHN MEUSCH, JIM WILLIAMS, BRIAN WOOLLEY, STEVEN JUNG AND WALT BOWE

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman John Meusch

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
1) City Council Workshop – September 25, 2017
2) City Council Meeting – October 2, 2017
3) City Council Closed Session Meeting – October 2, 2017
4) City Council Meeting – October 16, 2017
5) City Council Closed Session Meeting – October 16, 2017

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Small Business Saturday Ribbon Cutting - Monday, Nov. 20, 2017

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – September 2017
B) Police Department Monthly Report – September 2017
C) Animal Control Division Monthly Report – September 2017
D) The Centre Financial Analysis – September 2017
E) Parks Department Financial Analysis – September 2017
F) Building Codes Monthly Report – September 2017
G) Planning & Zoning Commission Meeting Minutes – October 10, 2017
H) Municipal Court Monthly Reports – September and October 2017
I) Development Review Committee Meeting Minutes – September 26, 2017
J) Rolla Municipal Utilities Monthly Reports – August and September 2017
K) Rolla Board of Public Works Meeting Minutes – August 22, 2017 and October 3, 2017
L) Cash Analysis Report – September 30, 2017
V. **OLD BUSINESS**
   A) **Ordinance** Rezoning 0.19-Acre Parcel at 601 North Elm Street from Heavy Manufacturing District (M-2) to Center City District (CC) (G.R.A.C.E.) – (City Planner James Shields) – Final Reading
   
   B) **Ordinance** Rezoning a 6.94-Acre Tract (3 Parcels) Located at 1150 & 1151 Lynwood Dr., & a Vacant Lot from Single-Family District (R-1) to Rural Residential District (R-R) (Rolla) – (City Planner James Shields) – Final Reading

   C) **Ordinance** Authorizing Minor Subdivision of Parcels Known as 2409 & 2419 N. Bishop – (City Planner James Shields) – Final Reading

VI. **NEW BUSINESS**
   A) **Resolution** Authorizing the Mayor to Execute a Supervised Work Release Program Agreement with the South Central Correctional Center (SCCC) – (Public Works Director Steve Hargis) – Motion

   B) **Ordinance** Setting Sewer User Rates – (Public Works Director Steve Hargis) - First Reading

   C) **Resolution** Extending Lease with Downtown Barber Shop – (City Administrator John Butz) – Motion

   D) **Resolution** for Tourism Contract for Service with Rolla Area Chamber of Commerce – (City Administrator John Butz) – Motion

   E) **Resolution** Renewing Visitor Center Property (old Forest Ranger Site) to Chamber – (City Administrator John Butz) – Motion

   F) **Resolution** Renewing Fiscal Agent Agreement with the Chamber (Tourism) – (City Administrator John Butz) – Motion

   G) **Ordinance** Adjusting Elected Officials Compensation – (City Administrator John Butz) – First Reading

   H) **Ordinance** Authorizing the Mayor to Execute an Agreement with the Missouri Department of Natural Resources for Certain Equipment – (Fire Chief Ron Smith) – First Reading

VII. **CLAIMS and/or FISCAL TRANSACTIONS**
   A) **Motion** Awarding Bid for 20 Cubic-Yard Refuse Truck – (Environmental Services Director Brady Wilson) – Motion

   B) **Motion** Awarding Bid for Pickup Truck – (Environmental Services Director Brady Wilson) – Motion

   C) **Motion** Authorizing the Purchase of 45 Glock Pistols – (Police Chief Sean Fagan) – Motion

   D) **Motion** Authorizing the Purchase of a New 2018 Dodge Charger – (Police Chief Sean Fagan) – Motion

   E) **Motion** Awarding Bid for Skid Steer Loader – (Public Works Director Steve Hargis) – Motion

   F) **Motion** Awarding Bid for Project #359 – Highway 72 Extension and; an **Ordinance** Authorizing the Mayor to Enter into an Agreement with Lehman Construction, LLC, for same – (Public Works Director Steve Hargis) – Motion/First Reading

VIII. **CITIZEN COMMUNICATION**
   A) Open Citizen Communication

IX. **MAYOR/CITY COUNCIL COMMENTS**

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

XI. **CLOSED SESSION**
Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session: A) Real Estate; B) Legal

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL WORKSHOP MINUTES
MONDAY, SEPTEMBER 25, 2017; 5:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Matthew Crowell (arrived at 6:29 p.m.), Kelly Long, David Schott, Don Morris, John Meusch, and Steven Jung

Council Members Absent: Monty Jordan, Matthew Miller, Jim Williams, Brian Woolley, and Walt Bowe

Department Directors in Attendance: Public Works Director Steve Hargis

Other City Officials in Attendance: City Administrator John Butz, City Engineer Darin Pryor, Sewer Collection Superintendent Dennis Cook, Wastewater Superintendent Will Olms, and City Clerk Carol Daniels

Others in Attendance: Mr. Jeff Meadows with Archer-Elgin Engineering, Rolla, Missouri; Mr. Trent Stober, Mr. Michael Kalis, Mr. David Carani and Mr. Cole Duckworth, HDR Engineering, Inc.

Mayor Magdits called the workshop to order at approximately 5:30 p.m. and then turned the floor over to Public Works Director Steve Hargis.

Mr. Hargis began the meeting by updating the Council on the Voluntary Compliance Agreement with the Department of Natural Resources, initially entered into in May 2011. He noted the purpose of the agreement was to give the City protection from EPA (Environmental Protection Agency) enforcement for the continued use of the City’s peak flow clarifiers.

Following his presentation, Mr. Hargis introduced Mr. Trent Stober with HDR Engineering, Inc., who commented on the regulatory challenges and the integrated planning framework.

Mr. Michael Kalis with HDR Engineering, Inc. then commented on the improvements at the City’s three wastewater treatment plant facilities. He provided an estimate of the probable cost for the improvements.

Public Works Director Steve Hargis then provided an overview of the proposed financing of the improvements and the schedule of the improvements.

SEPTEMBER 25, 2017

J.A.I.
Mr. Hargis again turned the floor over to Mr. Trent Stober with HDR Engineering, Inc., who expanded on the Integrated Planning process to address regulatory and infrastructure issues.

Public Works Director Steve Hargis then outlined the requested actions by the Council necessary to accomplish the improvements at the wastewater plants.

(B) Adjournment: The workshop adjourned at 7:49 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK                          MAYOR
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 2, 2017; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Monty Jordan, Matthew Miller, Kelly Long, Matthew Crowell, David Schott, Don Morris, John Meusch, Jim Williams, Steven Jung, and Walt Bowe

Council Members Absent: Brian Woolley

Department Directors in Attendance: Interim Community Development Director Steve Flowers, Public Works Director Steve Hargis, Police Chief Sean Fagan, Parks and Recreation Director Floyd Jernigan, Environmental Services Director Brady Wilson and Fire Chief Ron Smith

Other City Officials in Attendance: City Administrator John Butz, City Planner James Shields, City Counselor Lance Thurman, and City Clerk Carol Daniels

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked a member of the Rolla Ministerial Alliance to give the invocation.

Councilman David Schott led in the Pledge of Allegiance.

I. CONSENT AGENDA

A motion was made by Williams and seconded by Morris to approve the consent agenda as submitted. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The consent agenda consisted of the following:

(A) Approval of the Rolla City Council Minutes for the following:
1) City Council Workshop – August 28, 2017
2) City Council Meeting – September 5, 2017
3) City Council Closed Session Meeting – September 5, 2017
4) City Council Meeting – September 18, 2017
5) City Council Closed Session Meeting – September 18, 2017

II. PUBLIC HEARINGS
None.

OCTOBER 2, 2017

I. AS.
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

None.

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

Mayor Magdits referred the Council to (A) the August 2017, Environmental Services Department Monthly Report; (B) the August 2017, Police Department Monthly Report; (C) the August 2017, Animal Control Division Monthly Report; (D) the August 2017, Centre Financial Analysis; (E) the August 2017 Parks Financial Analysis; (F) the August 2017 Building Codes Monthly Report; (G) the September 12, 2017, Planning and Zoning Commission Meeting Minutes; (H) the September 7, 2017 Board of Adjustment Meeting Minutes; (I) the July 31, 2017, Cash Analysis Report; (J) the August 2017 Municipal Court Monthly Report, and; (K) the August 29, 2017, Development Review Committee Meeting Minutes.

V. OLD BUSINESS

(A) Ordinance Consolidating Lots 5, 7, & 8 Block 4, Newman’s Addition & Vacating a 16-Foot Wide Alley Situated Between Lots 7 & 8 (Design 4 U): Interim Community Development Director Steve Flowers explained the subject parcels are located at the intersections of Phelps Avenue and South Oak Street and Phelps Avenue and South Olive Street. The applicant is proposing to use the resubdivision process to consolidate Lots 5, 7, and 8 in Block 4 of Newman’s Addition and to vacate the 16-foot right of way situated between the boundary lines of Lots 7 and 8. The three parcels are addressed as 204, 206 S. Olive Street, and 207 S. Oak Street. Mr. Flowers said Design 4 U Company, LLC, owns the subject parcels. He noted the current use of the properties is single family/residential and the lot at the intersection South Oak and Phelps Avenue is vacant. The other two lots have single-family dwellings and are both uninhabitable. Mr. Flowers noted the applicant has indicated the lot may be used for commercial/workshop/educational purposes. On September 12, 2017, the Planning and Zoning Commission unanimously voted to recommend approval.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4368: AN ORDINANCE TO, THROUGH A RESUBDIVISION, CONSOLIDATE ALL OF LOTS 5, 7, AND 8 IN BLOCK 4 OF

OCTOBER 2, 2017

\[\text{\underline{E.A.4.}}\]
V. OLD BUSINESS (continued)

(A) Ordinance Consolidating Lots 5, 7, & 8 Block 4, Newman's Addition & Vacating a 16-Foot Wide Alley Situated Between Lots 7 & 8 (Design 4 U) (continued): NEWMAN'S ADDITION SUBDIVISION IN THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI, AND TO VACATE THE 16-FOOT-WIDE ALLEY SITUATED BETWEEN THE AFORESAID LOTS 7 AND 8. (DESIGN 4 U). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Schott, Meusch, Jordan, Williams, Hines, Jung, Long, Bowe, Crowell, Morris, and Miller. Nays: None. Absent: Woolley. Motion carried. The ordinance passed.

(B) Ordinance Authorizing the Mayor to Execute a Sewer Use Agreement with the College Hills West Sewer District: Public Works Director Steve Hargis explained the subject agreement would allow the City of Rolla to provide sewer service, both treatment and collection services, as an agent of the College Hills West Sewer District. In addition to providing the service, the City would also provide the accounting services. Mr. Hargis noted the City would be compensated for this at about 1.50 times the city resident user rate.

A motion was made by Hines and seconded by Long to amend the subject contract by removing all examples of the current ratios in the subject agreement. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

Counselor Lance Thurman read the following proposed ordinance for its final reading, by title, as amended. ORDINANCE NO. 4369: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE COLLEGE HILLS WEST SEWER DISTRICT. A motion was made by Williams and seconded by Morris to approve the proposed ordinance, as amended. A roll call vote on the motion showed the following: Jung, Miller, Jordan, Hines, Williams, Bowe, Crowell, Meusch, Long, Schott, and Morris. Nays: None. Absent: Woolley. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Mayor to Execute a Contract with Insituform Technologies, USA, LLC for Sewer Line Rehabilitation: Public Works Director Steve Hargis asked the Council to consider the final reading of the subject ordinance with Insituform Technologies, USA, LLC for the relining of sanitary sewer lines. He noted
V. OLD BUSINESS (continued)

(C) Ordinance Authorizing the Mayor to Execute a Contract with Insituform Technologies, USA, LLC for Sewer Line Rehabilitation (continued): this is the seventh year the City has participated in a cooperative purchasing agreement with several Missouri cities. Approximately 1.5 miles of sewers will be realigned this year.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4370: 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 INSITUFORM TECHNOLOGIES USA, LLC. A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Bowe, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, Schott, and Crowell. Nays; None. Absent; Woolley. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into Task Order #8 with HDR Engineering, Inc.: Mayor Magdits noted the following three items are related. He said Public Works Director Steve Hargis would make one general presentation and then Council would be asked to consider three separate actions. Mayor Magdits also requested that Item VI. C. be considered first.

Mr. Hargis recapped what the City has been doing for the past seven years in addressing the City’s wastewater and storm water needs and how a change in environmental regulations with EPA (Environmental Protection Agency) and DNR (Department of Natural Resources) is affecting the way the City does business.

Mr. Hargis explained the subject Task Order No. 8 pertains to the development of the Integrated Management Plan, which the City and State agree on in terms of how the City is going to meet the water quality priority for the next 20 years. Additionally, Task Order No. 8 leads into the Memorandum of Understanding with DNR. He explained this is an agreement between the City of Rolla and the Missouri Department of Natural Resources.
VI. NEW BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Enter into Task Order #8 with HDR Engineering, Inc. (continued): Mr. Hargis stated that Task Order No. 9 pertains to the Vichy Road and Southeast Wastewater Treatment Plant Site Selection Analysis. The implementation of a Service Availability Fee (SAF), discussed during the September 25 Workshop, would recover the cost of the City’s wastewater collection system.

Mayor Magdits asked that Item VI C., be considered at this time.

(C) Ordinance Authorizing the Mayor to Enter into a Memorandum of Understanding with the Missouri Department of Natural Resources: City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title.
ORDINANCE: 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 MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR MEMORANDUM OF UNDERSTANDING.

(A) Ordinance Authorizing the Mayor to Enter into Task Order #8 with HDR Engineering, Inc.: City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title.
ORDINANCE: 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 HDR ENGINEERING, INC.

(B) Ordinance Authorizing the Mayor to Enter into Task Order #9 with HDR Engineering, Inc.: City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title.
ORDINANCE: 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 HDR ENGINEERING, INC.

(C) Ordinance Authorizing the Mayor to Enter into a Memorandum of Understanding with the Missouri Department of Natural Resources: This item was considered first under Item VI A. above.
VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Parking Enforcement Vehicle: Police Chief Sean Fagan reported bids were let for a new parking enforcement vehicle and only one bid was received. The sole bidder was EJ Equipment, Inc., for $35,800. Chief Fagan noted it is a vehicle specifically made for parking enforcement and staff estimates it will last ten to twelve years. He said staff plans to surplus the current parking enforcement vehicle on GovDeals.com. A motion was made by Williams and seconded by Long to award the bid for the 2018 Parking Enforcement Vehicle to EJ Equipment, Inc., for $35,800. A voice vote on the motion showed ten ayes, one nay, and one absent. Motion carried.

(B) Motion Awarding Bid for Police SUVs: Police Chief Sean Fagan indicated staff requested bids for the purchase of four new 2018 model year, all wheel drive, pursuit package SUVs. Four bids were received and staff is recommending the low bid be awarded to the State bid, Bommarito Ford, for $31,363 each. Chief Fagan noted four vehicles would be surplus on GovDeals.com. A motion was made by Williams and seconded by Morris to award the bid for four police SUVs to the low bidder Bommarito Ford for $31,363 each. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(C) Motion Awarding Bid for Police SUV Equipment: Police Chief Sean Fagan asked the Council to consider awarding the bid for the police SUV equipment (lights, sirens, speakers, consoles, etc.) to the sole bidder Ed Roher Safety Products for a total cost of $29,314. A motion was made by Williams and seconded by Meusch to award the bid for the Police SUV equipment to Ed Roher Safety Products for $7,328.50 each for a total of $29,314. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to any citizen wishing to address the Council.

Mr. Albert Chapman, 17401 County Road 8220, Rolla, Missouri, noted that out of 19,560 people in Rolla, only 60 people were allowed to vote on the TDD (Transportation Development District) tax.

Mayor Magdits responded the City followed the law exactly as it was written regarding TDDs.

OCTOBER 2, 2017
VIII. CITIZEN COMMUNICATION (continued)

(A) Open Citizen Communication (continued): Mr. Chapman stated this tax is a lot like the tax that the State tried to pass (a 3/4 cent sales tax).

No one else present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Reappointing Ms. Judy Jepsen to the Board of Adjustment (2nd Term, August 2022): A motion was made by Crowell and seconded by Jordan to reappoint Ms. Judy Jepsen to the Board of Adjustment. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Motion Reappointing Mr. Al Crump to the Rolla Board of Public Works (August 2021): A motion was made by Jordan and seconded by Hines to reappoint Mr. Al Crump to the Rolla Board of Public Works. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

X. COMMENTS FOR THE GOOD OF THE ORDER

None.

XI. CLOSED SESSION

A motion was made by Hines and seconded by Morris to adjourn into Closed Session pursuant to RSMo. 610.021 to discuss real estate and litigation. A roll call vote on the motion showed the following: Ayes: Williams, Jordan, Jung, Schott, Miller, Bowe, Crowell, Meusch, Long, Morris, and Hines. Nays: None. Absent: Woolley. Motion carried.

The Council adjourned into Closed Session at approximately 7:50 p.m.
XII. CLOSED SESSION ACTION

The Council reconvened into Open Session at approximately 8:25 p.m.

City Counselor Lance Thurman reported that during Closed Session, the Council voted to approve an ordinance to condemn property needed in order to allow the City to extend Highway 72 from Highway 63 to Bridge School Road.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 8:25 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK                                MAYOR
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 16, 2017; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Monty Jordan, Matthew Miller, Kelly Long, Matthew Crowell, David Schott, Don Morris, John Meusch, Jim Williams, and Steven Jung

Council Members Absent: Brian Woolley and Walt Bowe

Department Directors in Attendance: Interim Community Development Director Steve Flowers, Finance Director Steffanie Rogers, Public Works Director Steve Hargis, Police Chief Sean Fagan, and Parks and Recreation Director Floyd Jernigan

Other City Officials in Attendance: City Administrator John Butz, City Planner James Shields, Assistant Fire Chief Jeff Breen, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

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

I. PUBLIC HEARINGS

(A) Ordinance Rezoning 0.19-Acre Parcel at 601 North Elm Street from Heavy Manufacturing District (M-2) to Center City District (CC) (G.R.A.C.E.): City Planner James Shields informed the Council the applicant of the subject-rezoning request is the Greater Rolla Area Charitable Enterprise (G.R.A.C.E.). The subject property is located on the northwest side of the intersection of North Elm Street and West Sixth Street (601 North Pine Street). Mr. Shields said the current use of the subject property is a storage warehouse with accessory offices for administrative purposes. He noted the current use of the property is considered a legal non-conforming use located in a Heavy Manufacturing District (M-2). With the approval of the rezoning request, Mr. Shields pointed out the current use of the property would become permitted and the legal non-conforming use aspect of this parcel would be eliminated.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request. No one present responded. Mayor Magdits closed the public hearing.

OCTOBER 16, 2017
I. PUBLIC HEARINGS (continued)

(A) Ordinance Rezoning 0.19-Acre Parcel at 601 North Elm Street from Heavy Manufacturing District (M-2) to Center City District (CC) (G.R.A.C.E.) (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE TO APPROVE THE REZONING OF A 0.19-ACRE PARCEL LOCATED IN THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI, AT 601 NORTH ELM STREET, FROM HEAVY MANUFACTURING DISTRICT (M-2) TO CENTER CITY DISTRICT (CC). (G.R.A.C.E.)

(B) Ordinance Rezoning a 6.94-Acre Tract (3 Parcels) Located at 1150 & 1151 Lynwood Dr., & a Vacant Lot from Single-Family District (R-1) to Rural Residential District (R-R) (Rolla): City Planner James Shields explained the subject request is to rezone a 6.94-acre tract from R-1 (Single Family District) to R-R (Rural Residential District). The City of Rolla is the applicant and owner of the property. The property is located approximately 900 feet south of Kingshighway and approximately 800 feet west of Adrian Avenue. Mr. Shields recalled the subject parcels were purchased by the City of Rolla for the needed right-of-way for the new Route 72 extension.

After some discussion, Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request. No one present responded. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for one reading, by title. ORDINANCE: AN ORDINANCE TO APPROVE THE REZONING OF A 6.94 TRACT OF LAND COMPRISED OF PORTIONS OF THE THREE PARCELS IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR’S ACCOUNT NUMBERS OF 9668, 8024, AND 8025, FROM THE SINGLE-FAMILY DISTRICT (R-1) TO THE RURAL RESIDENTIAL DISTRICT (R-R). (ROLLA)

II. SPECIAL PRESENTATIONS

None.

OCTOBER 16, 2017
III. OLD BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into Task Order #8 with HDR Engineering, Inc.: Public Works Director Steve Hargis explained Task Order #8 with HDR Engineering, Inc., would provide an integrated management plan based on EPA (Environmental Protection Agency) and MDNR (Missouri Department of Natural Resources) guidelines with the intent of finding a long term plan for addressing the City's wastewater and stormwater needs.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4372: 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 HDR ENGINEERING, INC. A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jordan, Williams, Jung, Hines, Miller, Crowell, Meusch, Long, Morris, and Schott. Nays; None. Absent; Woolley and Bowe. Motion carried. The ordinance passed.

(B) Ordinance Authorizing the Mayor to Enter into Task Order #9 with HDR Engineering, Inc.: Public Works Director Steve Hargis told the Council Task Order #9 with HDR Engineering, Inc. evaluates the improvements as part of the integrated management plan. It will include evaluating what property will be needed and whether the geometrics work.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4373: 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 HDR ENGINEERING, INC. A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Williams, Hines, Jung, Meusch, Long, Morris, Crowell, Schott, and Jordan. Nays; None. Absent; Woolley and Bowe. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Mayor to Enter into a Memorandum of Understanding with the Missouri Department of Natural Resources: Public Works Director Steve Hargis explained the subject Memorandum of Understanding (MOU) is a formal way of telling the Missouri Department of Natural Resources (MDNR) the City has entered into this contract to develop an integrated management plan.

OCTOBER 16, 2017
III. OLD BUSINESS (continued)

(C) Ordinance Authorizing the Mayor to Enter into a Memorandum of Understanding with the Missouri Department of Natural Resources (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4374: 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 MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR MEMORANDUM OF UNDERSTANDING. A motion was made by Long and seconded by Crowell to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Schott, Jung, Hines, Jordan, Miller, Williams, Meusch, Long, and Morris. Nays; None. Absent; Bowe and Wcolley. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Motion Authorizing the Closing of Certain Streets during the Christkindl Market: Public Works Director Steve Hargis said in conjunction with this year’s Christmas parade, the local Sister City Organization has requested the closing of Seventh Street from Pine to Rolla Streets from 6 a.m., Friday, December 1, 2017, until noon Sunday, December 3, 2017. Additionally, they would like to close Pine Street from Sixth to Tenth Streets from 5 p.m. until 10 p.m., Friday, December 1, 2017. A motion was made by Williams and seconded by Hines to authorize the closing of the requested streets during the Christkindl Market. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) Ordinance Authorizing Minor Subdivision of Parcels Known as 2409 & 2419 N. Bishop (RCP): City Planner James Shields explained Randy Clayton Properties (RCP), has requested the adjustment of the boundary lines of the parcels known as 2409 and 2419 Bishop. The current use of the properties is the sale of motor-vehicle accessories/parts. Mr. Shields told the Council the two parcels will be reconfigured to enlarge Lot 2 (2409 N. Bishop Ave.) from about 0.3 acres to 0.75 acres. Additionally, the subdivision process would allow the City to recognize a county-recorded division of land that is currently unrecognized by the City.
IV. NEW BUSINESS (continued)

(B) Ordinance Authorizing Minor Subdivision of Parcels Known as 2409 & 2419 N. Bishop (RCP) (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE TO APPROVE THE ADJUSTMENT OF THE BOUNDARY LINES OF THE PARCELS THAT ARE KNOWN AS 2409 AND 2419 NORTH BISHOP AVENUE THROUGH THE SUBDIVISION PROCESS. (RCP)

(C) Resolution Authorizing the Mayor to Execute a Joint Purchase Agreement with the Phelps County Emergency Services Board (PCESB) for a Generator: City Administrator John Butz noted the City engaged the PCESB (Phelps County Emergency Services Board), who is largely responsible for financing and funding the Emergency Operations Dispatch Center, for a new generator. The PCESB agreed to pay 50% of the cost of the generator and to finance the City’s 50% over three years. Mr. Butz explained the agreement says the City will own and replace a 15-year-old generator.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1906: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN AGREEMENT AND CONSENT FOR PURCHASE OF GENERATOR FOR THE ROLLA POLICE DEPARTMENT (RPD) AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD (PCESB). A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

V. CLAIMS and/or FISCAL TRANSACTIONS
None.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Right-of-Way Maintenance: Councilman Williams pointed out there are right-of-ways along Highways 63 and 72 that are in bad shape and need mowing.
VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to any citizen wishing to address the Council. No one present responded.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Citizen Addresses: Councilman Long asked if it would be acceptable to ask residents who address the Council to state whether they reside inside or outside the city limits. Mayor Magdits indicated it is permissible.

Mr. Long stated he would like to give Rolla citizens the first opportunity to address the Council.

IX. CLOSED SESSION

A motion was made by Williams and seconded by Morris to adjourn into Closed Session pursuant to RSMo. 610.021 to discuss sealed proposals - real estate and legal work product. A roll call vote on the motion showed the following: Ayes; Morris, Miller, Williams, Hines, Jung, Meusch, Jordan, Crowell, Schott, and Long. Nays; None. Absent, Woolley and Bowe.

The Council adjourned into Closed Session at approximately 7:17 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into Open Session at approximately 8:10 p.m.

City Counselor Carolyn Buschjost reported that during Closed Session, the Council discussed real estate matters and a legal work product, but no final action was taken.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at 8:11 p.m.

OCTOBER 16, 2017
XI. ADJOURNMENT (continued)

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________________________
CITY CLERK                                                  MAYOR
Proclamation

WHEREAS:  The City of Rolla, Missouri celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, and are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS:  small businesses employ 48 percent of the employees in the private sector in the United States and small businesses form the backbone of our local economy, generating jobs and improving the quality of life for citizens; and

WHEREAS:  Rolla, Missouri issues some 1,220 business licenses each year and supports the efforts of local small businesses and recognizes the critical role they play in our community; and

WHEREAS:  Small Business Saturday is a nationwide campaign to cultivate business for small merchants on the Saturday after Thanksgiving. Small Business Saturday will stimulate economic growth for merchants in our community; and

WHEREAS:  Rolla, Missouri values its local businesses and celebrates the diversity of the goods and services they provide.

NOW, THEREFORE, I, Louis J. Magdics, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Saturday, November 25, 2017 as

“SMALL BUSINESS SATURDAY”

in the City of Rolla, Missouri, and I encourage all residents to recognize and support small businesses within our community by shopping at these establishments as a way to boost the local economy and strengthen our small business community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 6th Day of November In the Year of Our Lord, Two-Thousand Seventeen.

MAYOR
# SEPTEMBER MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Sep 2017</th>
<th>Aug 2017</th>
<th>Sep 2016</th>
<th>Year-to-Date 2017</th>
<th>Year-to-Date 2016</th>
<th>Yearly Total 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>127.3 ton</td>
<td>149.8 ton</td>
<td>177.8 ton</td>
<td>1,210.1 ton</td>
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<td>1,570.4 ton</td>
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<td>41.8 ton</td>
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<tr>
<td>Tin/Steel Cans</td>
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<td>TOTAL</td>
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## SERVICES PROVIDED

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<tr>
<th>Type of Service</th>
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<th>Year-to-Date 2017</th>
<th>Year-to-Date 2016</th>
<th>Yearly Total 2016</th>
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<tbody>
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<td>Special Pick-ups</td>
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<td>89</td>
<td>61</td>
<td>559</td>
<td>646</td>
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<td>Paper Shredding</td>
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<td>Households Dropping Off</td>
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## DISPOSAL TONNAGE
(Sanitation Division)

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<th>Year-to-Date 2016</th>
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### September 2017

#### Part I Crimes

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<td>Accident - Injury</td>
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<table>
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<td>Littering/Dumping</td>
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<td>Loitering</td>
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<td>Lost or Stolen Property</td>
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<td>Malicious Mischief</td>
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<td>Stabbing</td>
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<td>Stealing</td>
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<td>Weapons Violation</td>
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Total: 2739
# ANIMAL CONTROL MONTHLY TOTALS

**September 2017**

## ANIMALS IMPOUNDED

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<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2017 YTD Total</th>
<th>2016 YTD Total</th>
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<td>79</td>
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### Total Phelps County

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<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
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<th>2017 YTD Total</th>
<th>2016 YTD Total</th>
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## ANIMAL DISPOSITION

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<th>Wildlife</th>
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<th>2016 YTD Total</th>
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<td>13</td>
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<td>Euthanized(Ill/Injured)</td>
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<td>0</td>
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<td>Euthanized(Un-Placed)</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>17</td>
<td>101</td>
<td>66</td>
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<td>0</td>
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<td>16</td>
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<td>565</td>
<td>557</td>
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<td>565</td>
<td>557</td>
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## ADDITIONAL STATISTICS

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<th>2016 YTD Total</th>
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<td>Adoption Rate (①+②)/(①+②+③)</td>
<td>100.00%</td>
<td>100.00%</td>
<td>98.75%</td>
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<td>Citations</td>
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<td>Total Incinerator Hours</td>
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Date: 10.2.18
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<td>0.00</td>
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<td>-</td>
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<td>-</td>
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<td>25</td>
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<td>62,098</td>
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<td>11,123</td>
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<tr>
<td>Total Revenue</td>
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<td>26,511</td>
<td>11,123</td>
<td>9,934</td>
<td>9,048</td>
<td>5,338</td>
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<td>Total Revenue</td>
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<td>26,511</td>
<td>11,123</td>
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<td>3,453</td>
<td>6,189</td>
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<td>11,123</td>
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<tr>
<td>Total Revenue</td>
<td>3,935</td>
<td>10,784</td>
<td>3,089</td>
<td>8,865</td>
<td>3,453</td>
<td>6,189</td>
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<td>7,370</td>
<td>9,126</td>
<td>6,660</td>
<td>12,839</td>
<td>16,455</td>
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<td>Total Revenue</td>
<td>9,286</td>
<td>7,370</td>
<td>9,126</td>
<td>6,660</td>
<td>12,839</td>
<td>16,455</td>
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<td>19,690</td>
<td>11,529</td>
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<td>80</td>
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<td>484</td>
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<td>1,136</td>
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<td>16,666</td>
<td>13,812</td>
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<td>(4,889)</td>
<td>(7,254)</td>
<td>(11,996)</td>
<td>(10,983)</td>
<td>4,455</td>
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<td>1,790</td>
<td>-</td>
<td>200.0</td>
<td>8,000</td>
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<tr>
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<td>-</td>
<td>1,790</td>
<td>-</td>
<td>200.0</td>
<td>8,000</td>
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**Details:**
- **PREVIOUS YTD ACTUAL**
- **CURRENT YTD ACTUAL**
- **BUDGET**
- **BALANCE TO BUDGET**
### Expenses

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<th>8,234</th>
<th>8,264</th>
<th>8,789</th>
<th>8,801</th>
<th>75,620</th>
<th>84,413</th>
<th>73,758</th>
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<td>16,562</td>
<td>20,164</td>
<td>18,931</td>
<td>19,129</td>
<td>21,126</td>
<td>24,223</td>
<td>198,538</td>
<td>269,419</td>
<td>185,850</td>
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<td>568</td>
<td>5,517</td>
<td>774</td>
<td>1,464</td>
<td>2,260</td>
<td>66,465</td>
<td>29,252</td>
<td>47,924</td>
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<td>805</td>
<td>-</td>
<td>-</td>
<td>2,003</td>
<td>2,495</td>
<td>3,000</td>
<td>505</td>
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<td>26,491</td>
<td>27,612</td>
<td>28,167</td>
<td>34,359</td>
<td>33,284</td>
<td>218,580</td>
<td>315,750</td>
<td>310,334</td>
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#### MAINTENANCE

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<th>1,151</th>
<th>3,479</th>
<th>2,044</th>
<th>3,013</th>
<th>3,039</th>
<th>22,596</th>
<th>15,185</th>
<th>15,000</th>
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<td>15,320</td>
<td>21,827</td>
<td>23,173</td>
<td>22,738</td>
<td>15,871</td>
<td>209,137</td>
<td>2,7,866</td>
<td>211,950</td>
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<td>3,293</td>
<td>3,675</td>
<td>3,850</td>
<td>288</td>
<td>1,357</td>
<td>1,496</td>
<td>26,448</td>
<td>9,140</td>
<td>25,000</td>
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<td>425</td>
<td>350</td>
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<td>20,964</td>
<td>17,450</td>
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<td>362</td>
<td>654</td>
<td>10,721</td>
<td>21,962</td>
<td>10,950</td>
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| Total Expenses | 13,783| 23,751| 29,347| 25,241| 24,882| 15,373| 241,028| 219,049| 262,350|

#### OPERATING REVENUES OVER EXPENSE

| Total Operating Revenues | 187,582| 80,058| 95,144| 92,530| 91,715| 121,476| 1,157,925| 1,177,797| 1,243,310|
| Total Operating Expenses | 104,997| 97,667| 132,648| 124,325| 126,714| 91,206| 1,066,706| 1,230,005| 1,370,704|

| Operating % | 102% | 85% | 72% | 74% | 72% | 133% | 85% | 88% | 91% |

| Operating % | 104% | 84% | 72% | 74% | 72% | 133% | 86% | 90% | 92% |

### OTHER REVENUES

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<th>112</th>
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<th>4,712</th>
<th>1,078</th>
<th>1,000</th>
<th>(78)</th>
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<td>-</td>
<td>-</td>
<td>-</td>
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<td>0</td>
<td>0</td>
<td>100</td>
<td>100</td>
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<td>-</td>
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<td>1,472</td>
<td>12,423</td>
<td>14,000</td>
<td>557</td>
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<td>Miscellaneous</td>
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<td>837</td>
<td>(3,780)</td>
<td>(205,000)</td>
<td>30</td>
<td>614</td>
<td>1,000</td>
<td>386</td>
<td>-</td>
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<td>Sale of property</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>0</td>
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<td>1,000</td>
<td>(3,443)</td>
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<td>-</td>
<td>-</td>
<td>(15,975)</td>
<td>-</td>
<td>(83,900)</td>
<td>(53,475)</td>
<td>(7,300)</td>
<td>(17,825)</td>
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</table>

| TOTAL OTHER REVENUES | 1,446 | 3,242 | 1,448 | (3,660) | 15,081 | 87 | (40,412) | (33,907) | (24,200) | (20,283) |

### CAPITAL EXPENSES

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<th>2,002</th>
<th>2,710</th>
<th>20,829</th>
<th>60</th>
<th>43,854</th>
<th>31,417</th>
<th>62,380</th>
<th>30,963</th>
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<td>-</td>
<td>2,779</td>
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<td>2,779</td>
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<td>54,678</td>
<td>24,000</td>
<td>-</td>
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<tr>
<td>Vehicles</td>
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<td>2,703</td>
<td>6,033</td>
<td>5,779</td>
<td>2,545</td>
<td>675</td>
<td>67,800</td>
<td>16,219</td>
<td>17,500</td>
<td>1,281</td>
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<tr>
<td>Building &amp; Grounds</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
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</table>

| TOTAL CAPITAL EXPENSES | 175  | 9,325 | 8,101 | 11,268 | 23,974 | 5,154 | 153,581 | 102,980 | 103,889 | 32,264 |

| Total Revenues (operating + other) | 199,051| 82,040| 95,352| 88,851| 76,643| 113,563| 1,117,484| 1,143,690| 1,188,100| 48,699 |
| Total Expenses (operating + capital) | 105,172| 106,991| 140,749| 135,992| 150,089| 54,721| 1,200,261| 1,435,419| 1,474,344| 72,043 |
| TOTAL REVENUES OVER EXPENSES | 3,879 | (24,951)| 64,157| (48,731)| (3,440)| 28,842| (364,803)| (289,529)| (289,175)| (23,344) |
## PARKS FINANCIAL ANALYSIS UNAUDITED

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### MAINTENANCE

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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$543,375</td>
<td>$0</td>
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<td>Equipment</td>
<td>$5,890</td>
<td>$153</td>
<td>$730</td>
<td>$4,944</td>
<td>$1,420</td>
<td>$16,007</td>
<td>$35,234</td>
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<td>Vehicle</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Building &amp; Grounds</td>
<td>$1,345</td>
<td>-$445</td>
<td>$131</td>
<td>$6,123</td>
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<td>$3,701</td>
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<td>Major Parks Improvements</td>
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<td>$0</td>
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<td>$0</td>
<td>$7,172</td>
<td>$59,956</td>
<td>$173,078</td>
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<td><strong>Capital Expenses</strong></td>
<td>$394,636</td>
<td>$976</td>
<td>$924</td>
<td>$62,874</td>
<td>$2,154</td>
<td>$26,890</td>
<td>$471,004</td>
<td>$285,353</td>
<td>$337,300</td>
<td>$78,998</td>
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<p>| Operating Revenue | $28,625 | $46,582 | $23,566 | $26,240 | $9,712 | $23,297 | $212,062 | $258,088 | $234,706 | -$23,224 |
| Operating Expenses | $109,825 | $95,866 | $95,822 | $108,077 | $92,252 | $67,208 | $396,701 | $382,417 | $371,683 | -$7,726 |
| <strong>Total Revenues (operating + other)</strong> | $136,550 | $162,144 | $119,088 | $134,317 | $101,969 | $186,595 | $608,863 | $540,505 | $513,490 | $-8,100 |
| <strong>Total Expenses (operating + capital)</strong> | $449,465 | $366,082 | $366,749 | $171,751 | $94,456 | $34,089 | $1,297,706 | $1,261,265 | $1,341,983 | $77,068 |</p>
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<th>BUILDING PERMITS ISSUED</th>
<th>SEPTMBER FY 2017</th>
<th>SEPTMBER FY 2016</th>
<th>YTD FY 2017</th>
<th>YTD FY 2016</th>
<th>Δ CHANGE FY 16 - FY 17</th>
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<tr>
<td></td>
<td>#</td>
<td>Value</td>
<td>#</td>
<td>Value</td>
<td></td>
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<tr>
<td>PERMITS ISSUED</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Electric, Plumbing, etc. Only</td>
<td>33</td>
<td>19</td>
<td>133</td>
<td>119</td>
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<tr>
<td>Single Family Detached</td>
<td>6</td>
<td>780,678</td>
<td>5</td>
<td>2,106,683</td>
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<tr>
<td>Single Family Attached</td>
<td>17</td>
<td>1,175,320</td>
<td>5</td>
<td>1,625,488</td>
<td>-37.2%</td>
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<tr>
<td>Duplexes</td>
<td>6</td>
<td>1,484,731</td>
<td>6</td>
<td>1,484,731</td>
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<tr>
<td>3-or-4 family</td>
<td>5</td>
<td>1,344,872</td>
<td>12</td>
<td>2,248,920</td>
<td>-58.6%</td>
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<tr>
<td>5-or-more family</td>
<td>7</td>
<td>1,551,149</td>
<td>2</td>
<td>1,104,672</td>
<td>250.0%</td>
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<td>Hotels, Motels</td>
<td></td>
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<tr>
<td>Other nonhousekeeping shelter</td>
<td>2</td>
<td>3,050</td>
<td>9</td>
<td>199,411</td>
<td>350.0%</td>
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<tr>
<td>Amusement, social, recreational</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Churches, other religious</td>
<td></td>
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<td></td>
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<tr>
<td>Industrial</td>
<td></td>
<td>1</td>
<td>30,175</td>
<td>6,918,569</td>
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<tr>
<td>Parking garages (storage bldgs)</td>
<td>5</td>
<td></td>
<td>5</td>
<td>690,670</td>
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<tr>
<td>Service stations, repair garages</td>
<td>2</td>
<td>40,000</td>
<td>3</td>
<td>4,150,868</td>
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<tr>
<td>Hospitals, institutional</td>
<td>1</td>
<td>4,044,130</td>
<td>2</td>
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<tr>
<td>Offices, banks, professional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works, utilities</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Schools, other educational</td>
<td></td>
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<td>Stores, customer</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Towers, antennas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signs</td>
<td>2</td>
<td>78,000</td>
<td>4</td>
<td>5,336</td>
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<tr>
<td>Residential addition, remodel</td>
<td>5</td>
<td>49,350</td>
<td>6</td>
<td>4,306,488</td>
<td>-30.2%</td>
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<tr>
<td>Commercial addition, remodel</td>
<td>4</td>
<td>152,400</td>
<td>4</td>
<td>1,086,130</td>
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<tr>
<td>Residential garage, carport</td>
<td>1</td>
<td>1,455</td>
<td>4</td>
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<td>Demolition, single family</td>
<td>1</td>
<td>11,911</td>
<td>31</td>
<td>-71.0%</td>
<td></td>
</tr>
<tr>
<td>Demolition, 2-family</td>
<td></td>
<td>2</td>
<td>-100.0%</td>
<td>-100.0%</td>
<td></td>
</tr>
<tr>
<td>Demolition, 3-or-4 family</td>
<td></td>
<td>-</td>
<td>-2</td>
<td>-100.0%</td>
<td></td>
</tr>
<tr>
<td>Demolition, 5-or-more family</td>
<td></td>
<td>-</td>
<td>-4</td>
<td>-100.0%</td>
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<td>EST. CONSTRUCTION COSTS</td>
<td>8,515,209</td>
<td>1,435,694</td>
<td>67,445,377</td>
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<tr>
<td>FEES</td>
<td>44,807</td>
<td>17,073</td>
<td>323,395</td>
<td>183,932</td>
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<tr>
<th>INSPECTIONS PERFORMED</th>
<th>SEPTMBER FY 2017</th>
<th>SEPTMBER FY 2016</th>
<th>YTD FY 2017</th>
<th>YTD FY 2016</th>
<th>FY 16-17</th>
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<td>134</td>
<td>1,379</td>
<td>1,474</td>
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<td>Electrical Inspections</td>
<td>80</td>
<td>71</td>
<td>860</td>
<td>1,124</td>
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<tr>
<td>Excavation Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-100.0%</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>49</td>
<td>49</td>
<td>751</td>
<td>838</td>
<td>15%</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>20</td>
<td>27</td>
<td>236</td>
<td>258</td>
<td>-9%</td>
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<tr>
<td>Code Inspections</td>
<td>187</td>
<td>212</td>
<td>2,074</td>
<td>1,982</td>
<td>2%</td>
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<tr>
<td>Nuisance Inspections</td>
<td>123</td>
<td>129</td>
<td>1,290</td>
<td>1,031</td>
<td>-20%</td>
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<tr>
<td>Business License Inspections</td>
<td>8</td>
<td>11</td>
<td>94</td>
<td>269</td>
<td>-65%</td>
</tr>
<tr>
<td>TOTAL INSPECTIONS</td>
<td>583</td>
<td>653</td>
<td>6,634</td>
<td>7,576</td>
<td>-12%</td>
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</tbody>
</table>
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, OCTOBER 10, 2017 5:30 P.M.

Presiding: Don Brown, Chairperson

Commission Members Present: Robert Anderson, Bill Lindgren, Janece Martin, and Matt Miller,

Commission Members Absent: Jack Morris, Russell Schmidt, Monte Shields and Steven Shields

City Officials in Attendance: Community Development Director Steve Flowers and City Planner James Shields

Chairperson Brown called the meeting to order at 5:30 p.m.

I. APPROVAL OF MINUTES: The issue on how members may abstain from voting by casting their vote as present was addressed. On the September 12, 2017 meeting Jack Morris voted present instead of abstaining his vote on the Bax case. The September 12, 2017 minutes were then approved.

II. REPORT ON CITY COUNCIL ACTIONS:

1. An Ordinance to consolidate all of Lots 5, 7, and 8 in Block 4 of Newman's Addition and in addition, the owners request that the City Council approve the vacation of the 16 foot wide alley lying between the aforesaid Lots 7 and 8, Block 4, Newman's Addition in order to facilitate lot consolidation in Rolla, Phelps County, Missouri. City Council approved the final reading on October 2, 2017.

   (Design 4 U)

III. PUBLIC HEARINGS:

1. A request to rezone the 0.19-acre parcel that is located in the city of Rolla, Phelps County, Missouri, at 601 North Elm Street, from the Heavy Manufacturing District (M-2) to the Center City District (CC).

   (G.R.A.C.E.)

James Shields began by explaining the property is located at the intersection of North Elm Street and West 6th Street. The applicant is the Greater Rolla Area Charitable Enterprise, also known as GRACE. According to an article in the Rolla Daily News, written by R. D.
Hohenfeldt, the building gives the organization room for a greeting area and a front area with clothing and other items to hand out for the great needs. There are some offices, a meeting and work area, and a room with some hygienic items available for distribution as needed. There is also room for food storage and refrigeration. The downstairs area is used for a collection and work area for GRACE for Christmas.

The permitted use listed in Rolla’s Zoning Ordinance that is most similar to the subject parcel’s use is the use entitled “Storage Warehouses and Baggage Transfers”. The current zoning is Heavy Manufacturing District and the Future Land Use Map (FLUM) is Community Commercial. The proposal is to amend the current zoning map that covers the subject parcel from Heavy Manufacturing District (M-2) to Center City District (CC). Currently the subject parcel does not meet the minimum area requirements of the M-2 Zoning District and the current Land Use is not allowed in the M-2 Zoning District.

The intent of the proposed Center City District Zoning could be said that it is more aligned with the intent of the current FLUM designation. The intent of the Community Commercial FLUM designation is to provide a mix of retail and commercial services in a concentrated and unified setting that serves the local Community. The subject parcel is currently zoned M-2 which does not include provisions for commercial activity. This area of the City is described in Rolla 2020 as the Central Core District. This rezone would help to correct the FLUM and zoning maps by ensuring that the intent of the Central Core District is satisfied by correctly locating Central Core activities within the Central Core.

M-2 zoning exclusively allows manufacturing while the Center City District accommodates commercial and residential uses. By zoning out manufacturing uses from the subject parcel, there is an assurance that incompatible manufacturing uses will not cause nuisances for the existing and potential residential uses that exist and could arise in surrounding zoning districts. With the approval the rezone, the current use would become permitted and the legal non-conforming use aspect of this parcel would be eliminated. In addition, rezoning the parcel to CC would allow the non-conforming aspects of the subject parcel to become conforming. While expansion is limited on this parcel, the approval of this rezone will allow the expansion of the facility because the parcel will no longer be legal non-conforming.

Don Brown asked for questions or concerns from the commissioners and the public. With none the Public Hearing was officially closed.

A motion was made by Janece Martin, seconded by Bill Lindgren to recommend to the City Council to approve the re-zoning. A roll call vote on the motion showed the following Ayes: Anderson, Lindgren, Martin, Miller, and Brown. Nays: None. Absent: Morris, Schmidt, M. Shields and S. Shields. Motion carried.

2. A request to rezone the 6.94-acre tract of land that is comprised of portions of the three parcels identified with the Phelps County Assessor’s account numbers of 9668, 8024, and 8025, from the Single-Family District (R-1) to the Rural Residential District (R-R).

(Rolla)
Mr. Shields explained the subject parcels are located approximately 900 feet south of Kingshighway, approximately 800 feet west of Adrian Avenue. There are three parcels subject to the proposed ordinance. They are owned by the City of Rolla. They were bought by the City of Rolla for the purpose of creating a right-of-way for the new Route 72 extension. The extension will cut through the northern portion of these parcels. They plan to rezone only portions of the three parcels. The northern parcel is planned to be dedicated to a park. The middle parcel will be reserved for the right-of-way. The southern portion will be the part that is rezoned from Single Family Residential (R-1) to Rural Residential (R-R). There is an extreme slop and a large water feature on the west parcel.

There are two parts to the analysis. The first is zoning and FLUM compatibility. The R-R zoning district is intended to be comprised of large-lot, very low density, single-family housing uses and located in rural settings on the urban fringe. The Low Density Residential FLUM designation is generally found in urban-scale subdivisions with typical individual lots that about one-quarter of an acre in size. It is intended to promote and preserve urban single-family housing. While the current zoning and FLUM designation of the subject parcels coincide in intent, the actual characteristics of the subject parcels are, in their current condition, more similar to the characteristics of the R-R zoning district.

The other aspect is the compatibility of permitted land uses. The R-1 and the R-R are identical in the permitted land uses. The conditional uses allowed in both zones are identical with the following exceptions. The following conditional uses are allowed in the R-R district and not allowed in the R-1 district: (1) Veterinarian services; (2) Customary agricultural activities; and (3) Parks, camp areas, recreation areas, and resorts. Because these uses are conditional, any incompatibilities may be eliminated through the issuance of appropriate conditions or the denial of a conditional use permit.

As far as Area and Bulk Requirements go, once the remainder parcels are consolidated, the rezoned parcel will meet all of the bulk and area requirements for the R-R zoning district.

Don Brown asked for questions or concerns from the commissioners and the public. With none the Public Hearing was officially closed.

A motion was made by, Bob Anderson, seconded by Bill Lindgren to recommend to the City Council to approve the re-zoning. A roll call vote on the motion showed the following Ayes: Anderson, Lindgren, Martin, Miller, and Brown. Nays: None. Absent: Morris, Schmidt, M. Shields and S. Shields. Motion carried.

IV. OLD BUSINESS: None

V. NEW BUSINESS:
1. A request to adjust the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue through the subdivision process.

(RCP)

Mr. Shields said there are two parcels (the subject parcels) in this subdivision process that will be reconfigured. All parcels are owned by Randy Clayton Properties (RCP). The engineering/surveying firm for this project is Lortz Surveying LLC. The subject parcels are located at 2409 and 2419 North Bishop Avenue, which is about 2000 feet north of the intersection of U.S. Highway 63 and Interstate 44. U.S. Highway 63 is also known as Bishop Avenue. The current zoning is Highway Commercial District (C-3). The current use of the properties is the sale of motor-vehicle accessories/parts. The parcel at 2419 North Bishop will become a 10.32 acre lot and the parcel at 2409 North Bishop will become a 0.75 acre lot. A draft Final Plat was submitted to the Community Development Department and reviewed by the staff of Rolla Municipal Utilities and the Public Works Department. After their review and comments a revised draft was submitted and the relevant departments approved those revisions.

A motion was made by Bill Lindgren, seconded by Janece Martin to recommend to the City Council to approve the request to adjust the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue through the subdivision process. A roll call vote on the motion showed the following Ayes: Anderson, Lindgren, Martin, Miller, and Brown. Nays: None. Absent: Morris, Schmidt, M. Shields and S. Shields. Motion carried.

VI. REPORT FROM THE CHAIRPERSON, COMMITTEE OF STAFF: NONE

VII. OTHER BUSINESS / CITIZENCOMMENTS: NONE

Meeting adjourned at 5:57 p.m.
Minutes prepared by Karen Fagan
BANK NAME: First Community National Bank - Rolla  
BANK ACCOUNT NUMBER: 0299537

## OTHER GENERAL LEDGER ACCOUNTS

<table>
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<th>ACCOUNT NO./DESCRIPTION</th>
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<td>5016 CVC Surcharge State</td>
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<td>5018 CVC Surcharge Muni</td>
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<td>5020 Law Enf Arrest-Local</td>
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TOTAL OTHER GENERAL LEDGER ACCOUNTS: 15,075.33

**NOTE**

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

*Confidential - For Court Use Only*
MISSOURI JUDICIARY  
ROLLA MUNICIPAL COURT  
OPEN ITEMS SUMMARY REPORT  
AS OF DATE: 29-Sep-2017

BANK NAME: First Community National Bank - Rolla  
BANK ACCOUNT NUMBER: 0299537

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<td>1,800.00</td>
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<td>OUTSTANDING PAYABLES</td>
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<tr>
<td>UNSATISFIED RECOVERABLES</td>
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NOTE  
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*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

"Confidential - For Court Use Only"
**MISSOURI JUDICIARY**
**ROLLA MUNICIPAL COURT**
**OPEN ITEMS DETAIL REPORT**
**AS OF DATE: 31-Oct-2017**

**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 0299537

### OTHER GENERAL LEDGER ACCOUNTS

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<tr>
<td>5002 Clerk Fee-Municipal</td>
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<td>5018 CVC Surcharge Muni</td>
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<tr>
<td>5041 Fine - Highway</td>
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<tr>
<td>5141 Fines-E/R</td>
<td>4,099.50</td>
</tr>
</tbody>
</table>

**TOTAL OTHER GENERAL LEDGER ACCOUNTS**  
14,422.50

---

**NOTE**  
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.*

"Confidential - For Court Use Only"
**MISSOURI JUDICIARY**  
**ROLLA MUNICIPAL COURT**  
**OPEN ITEMS SUMMARY REPORT**  
**AS OF DATE: 31-Oct-2017**

**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 0299537

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>SUB TOTAL</th>
<th>BALANCE</th>
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<tbody>
<tr>
<td>BONDS IN OPEN ITEMS</td>
<td>2,800.00</td>
<td>2,800.00</td>
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<td>0.00</td>
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<tr>
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<tr>
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<tr>
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<td>0.00</td>
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<tr>
<td>OTHER GENERAL LEDGER ACCOUNTS</td>
<td>14,422.50</td>
<td>14,422.50</td>
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<tr>
<td>OUTSTANDING PAYABLES</td>
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<tr>
<td>UNSATISFIED RECOVERABLES</td>
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<td>0.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>17,385.50</td>
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</table>

**NOTE**  
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.  
"Confidential - For Court Use Only"
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS, 901 NORTH ELM STREET
TUESDAY, SEPTEMBER 26, 2017 AT 1:30 P.M.

MEMBERS AND OTHERS IN ATTENDANCE
James Shields, Com. Dev.
Steve Flowers, Com. Dev
David Forshee, Public Works
Floyd Jernigan, Parks & Rec.
Steve Hargis, Public Work
Jason Lortz, Lortz Surveying
John Petersen, Com. Dev.
Darin Pryor, Public Works
Everett Briggs, Public Works
Ron Smith, Fire Dept.
Vicki Cason, RMU

APPROVAL OF MINUTES

NEW BUSINESS:

1. An ordinance to adjust the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue through the subdivision process.

   (DRC)

   There was much discussion about what the definition of a subdivision is. Jason Lortz asked where the sewer line needed to be rerouted to and if an easement needed to be shown on the plat for that. Darin Pryor told him to leave the easement where it is. When they come in for a building permit they will have to vacate the easement and get a new one. Everett Briggs said there are existing easements that need to be shown. Vicki Cason said RMU has an easement also. Mr. Briggs said the City Ordinance calls for the special plat restriction and the restrictive covenant to be on the plat.

2. Request to rezone the 0.19-acre parcel that is located in the city of Rolla, Phelps County, Missouri, at 601 North Elm Street, from the Heavy Manufacturing District (M-2) to the Center City District (CC).

   (G.R.A.C.E.)

   James Shields said the applicant wants to rezone the property from Heavy Manufacturing Zoning (M-2) to Center City District Zoning (C-C). Steve Flowers said the reason they want to rezone is because they want to add an addition and they cannot with the current zoning.

3. Request to rezone the 6.94-acre tract of land that is comprised of portions of the three parcels identified with the Phelps County Assessor’s account numbers of 9668, 8024, and 8025, from the Single-Family District (R-1) to the Rural Residential District (R-R).

   (Rolla)

   [Signatures]
Mr. Shields asked when the new right-of-way will be created. Steve Hargis replied they have not filed the plat yet. Mr. Shields asked if they plan to sell the whole parcel or only part of the parcels. Mr. Hargis answered they will be only selling the remainder of the parcels and it will be combined into one lot. Mr. Shields asked when they were going to sell the parcel of land. Mr. Hargis told him he did not know; it depends on when the right-of-way is finished.

With no other business the meeting adjourned at 2:45 p.m.

Minutes prepared by Karen Fagan
# Financial Statement

## August 2017

### Receipts:
- Electric Water, Tax, Sewer and Refuse Charge: $3,300,836.86
- Accounts Receivable - Miscellaneous: $81,708.55
- Customer Deposits - Refundable: $41,622.17
- Misc Non Operating Revenue: $1,279.96
  **Total Receipts:** $3,405,445.55

- Super Now Account Interest (July 31, 2017): $92.76
- Money Market Account Interest (July 31, 2017): $4,708.51
- Electronic Payment Account Interest (July 31, 2017): $34.12
- Public Utility Cash In Bank (July 31, 2017): $25,584,281.73
  **Total Receipts and Cash In Bank:** $28,794,664.67

### Disbursements:
- Power Purchased: $1,769,247.97
- Operating Expenses: $1,196,844.80
- Administrative and General Expenses: $80,785.03
- Payroll: $160,023.68
- Electric and Water Capital Expenditures: $225,494.69
- Stock Purchases (Inventory): $7,442.68
- Balance of Customer Deposits after Finals: $22,246.50
- Medical, Dental, Vision and Life Insurance Paid by Employees: $11,348.32
- Support Payment: $0.00
- U.S. Withholding Tax: $25,491.66
- Missouri Dept. of Revenue (Sales Tax): $45,863.02
- Missouri Dept. of Revenue (Income Tax): $9,077.00
- Phelps County Bank (Social Security): $33,486.95
- Sewer Service Charge: $304,987.02
- Refuse Service Charge: $174,441.69
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $110,486.98
- Standpipes Lease/Purchase: $3,710.46
- Electric Power Supply Infrastructure Lease/Purchase: $91,360.23
- Unclaimed Deposits to State: $4,679.30
- Primary Fees: $0.00
- Void Checks: $0.00
  **Total Disbursements:** $3,252,038.01

- Cash in Bank (August 31, 2017): $25,542,626.66
  **Total Disbursements and Cash In Bank:** $28,794,664.67

### Balance of Other Funds:

**Public Utility Accounts:**
- Central Federal Savings & Loan, Check #1221 for $881.70: $2,000.00
- Citizens Bank of Newton, Check #1220 for $1,006.59: $2,226.04
- First State Community Bank, Check #1003 for $247.46: $2,237.08
- Phelps Co Bank - Electronic Payment Account, Check #1084 for $41,014.48: $123,687.86
- Phelps Co Bank - Money Market: $3,979,659.01
- Phelps Co Bank - Super Now, Checks #25167 thru #25285 for $3,252,038.01: $3,672,877.08
- Town & Country Bank, Check #1221 for $3,116.47: $4,653.56
  **Total Public Utility Accounts:** $7,767,242.65

**Electric Reserves:**
- Certificates of Deposit: $0.00
- Money Market Account: $14,768,218.00
- U.S. Treasury Bills: $0.00
  **Total Electric Reserves:** $14,768,218.00

**Water Reserves:**
- Certificates of Deposit: $0.00
- Money Market Account: $2,969,195.00
- U.S. Treasury Bills: $0.00
  **Total Water Reserves:** $2,969,195.00

**Total Reserves:** $17,755,384.00

**Total Public Utility Accounts and Reserves:** $25,542,626.66
## STATISTICS
### AUGUST 2017

### PRODUCTION

<table>
<thead>
<tr>
<th>Date of Demand</th>
<th>08/21/2017</th>
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<tr>
<td>Time of Demand</td>
<td>04:00 PM</td>
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<tr>
<td>Scada Demand</td>
<td>54,440.00</td>
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<tr>
<td>kWh Purchased</td>
<td>24,952,286</td>
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</tbody>
</table>

**Total Cost**

$1,736,121.94 *

**Cost per kWh**

0.069578 *

**Load Factor**

60.3%

### ELECTRIC SALES

<table>
<thead>
<tr>
<th></th>
<th>kWh</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Residential - Single Phase kWh</td>
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<tr>
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<tr>
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<td>Industrial kWh</td>
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<tr>
<td>Area/Street Lighting kWh</td>
<td>37,721</td>
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<tr>
<td>Rental Lights kWh</td>
<td>79,322</td>
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</table>

**Total kWh Sold**

27,170,026

**Demand kW**

28,235

**Revenue**

$2,244,771.17

**Monthly Gain**

8.89%

**Fiscal Year to Date Loss**

4.23%

### WATER SALES

<table>
<thead>
<tr>
<th></th>
<th>Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase Gallons</td>
<td>27,099,000</td>
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<tr>
<td>Residential - Three Phase Gallons</td>
<td>132,000</td>
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<tr>
<td>Commercial - Single Phase Gallons</td>
<td>6,919,000</td>
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<tr>
<td>Commercial - Three Phase Gallons</td>
<td>4,155,000</td>
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<tr>
<td>Power Service Gallons</td>
<td>10,632,000</td>
</tr>
<tr>
<td>Industrial Gallons</td>
<td>129,000</td>
</tr>
<tr>
<td>Missouri S&amp;T Gallons</td>
<td>4,346,000</td>
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<tr>
<td>PWSD #2 Gallons</td>
<td>1,405,000</td>
</tr>
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</table>

**Total Gallons Sold**

54,717,000

**Revenue**

$228,146.50

**Pumping Cost, Electric**

$24,252.42

**Monthly Unidentified Loss**

11.73% **

**Fiscal Year to Date Unidentified Loss**

16.81% ***

### METERS IN SERVICE

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<tr>
<th>Meter Type</th>
<th>Electric</th>
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<td>Residential - Single Phase</td>
<td>7,802</td>
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<td>19</td>
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<td>Commercial - Single Phase</td>
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<td>519</td>
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<td>Commercial - Three Phase</td>
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<td>248</td>
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<td>120</td>
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<td>Area/Street Lighting</td>
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<td>Missouri S&amp;T</td>
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<tr>
<td>PWSD #2</td>
<td>482</td>
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</table>

**Total**

9,418 7,797

**Gross Payroll**

$222,747.15

---

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

** Loss includes 3,337,000 gallons per water main flushing records.

*** FY loss includes 47,071,500 gallons per water main flushing records.
Operation Manager's Report  
RMU Board of Public Works Meeting  
October 3, 2017

**ELECTRIC**

**E1.** MO Highway Patrol Troop I headquarters  
Note: Upgrade will also allow RMU to abandon an overhead I-44 crossing.  
- Directional bore for new primary, new riser pole, and new service to Hwy Patrol with three phase underground to new padmount transformer  
  Started: November 17, 2016  
  Ongoing

**E2.** 12kv Distribution System Connection Between Old St James Road and Nagamori substations north of I-44  
- Conversion of some 4 kV electric distribution system to 12 kV distribution (including transformers) and some new 12 kV distribution system  
  Started Feb 23, 2017  
  Ongoing

**E3.** Lodges at Rolla - White Columns Road (8 multi-unit residential apartment buildings and clubhouse)  
- Installation of underground primary conductor, transformers, and meters  
  Started: June 2, 2017  
  Ongoing

**E4.** The ALF and Cottages at Parkside Assisted Living and Independent Living by Americare - Forum and Old St James Road  
- Installation of underground primary conductor, transformers, and meters  
  Started: June 13, 2017  
  Ongoing

**E5.** Menard's (Westside Marketplace)  
- Installation of underground primary conductor, transformer and meter  
  Started: August 15, 2017  
  Ongoing

**E6.** Century Link  
- Replacement of 4 poles owned by CenturyLink where RMU has facilities located on the poles as part of joint use agreement.  
  - Whitney Lane between Forum Drive and Burgher Drive  
  Started: August 29, 2017  
  Completed: September 8, 2017

**E7.** Oak Pointe of Rolla, Clearpath Assisted Living - Lions Club Drive  
- Underground extension of 12 kV distribution system to serve new development  
  Started: August 21, 2017  
  Ongoing

**ELECTRIC GENERATION**

**G1.** NESHAP RICE control equipment for generators  
- Reviewing operations of pressure transducers for catalyst monitoring  
  Started: Spring 2017  
  Ongoing

**WATER**

**W1.** 10th Street - Holloway Street to Cedar Street  
- Replacement of 6" water main with 8" PVC  
  - Installed: 40 feet of 6" PVC, 1600 feet of 8" PVC, and 4 fire hydrants  
  Started: June 13, 2017  
  Completed: September 13, 2017

Page 1 of 3
W2. Sally Road water main extension
- New 8" water main to interconnect existing dead end main with new main installed with Westside Marketplace development. Installed by Don Maggi Construction Inc.
  - Installed: 40 feet of 6" PVC, 1460 feet of 8" PVC, and 3 fire hydrants.
  - Started: July 24, 2017
  - Completed: September 25, 2017

W3. Fire and service lines to RMU Business Office and Tucker Building
- Replacement of fire and service lines to RMU Business Office and Tucker Buildings.
  - Started: September 14, 2017
  - Completed: September 27, 2017

W4. RMU HyPoint Well #3
- Installation of piping, electrical, and treatment equipment
  - Started: February 4, 2016
  - Ongoing

W5. Service and main taps
- 1- 4" tap (Americare)

W6. Conversion of water meters to radio reads
- Routes 1, 2, 15, 23, and 41
  - Started: May 16, 2017
  - Completed: Routes 1, 41 and 23

FIBER / SCADA

F1. Settings for operation of electric substation breakers
- Operations staff has updated list of settings for all breakers. Staff has reviewed settings to fine tune when and how breakers are expected to operate. RMU staff has installed the updates in the field equipment.

F2. Controllers for voltage regulators at most substations
- Upgraded controllers installed in late 2015 have been experiencing operational issues that RMU staff is continuing to work with manufacturer to resolve.

MISCELLANEOUS

1. Street repairs for RMU water projects
   - various locations around Rolla
     (August 1, 2017 invoice)
   - Total area = 2,987 square feet
     Cost = $7,467.50

2. Street repairs for RMU water projects
   - 10th Street
     (September 12, 2017 invoice)
   - Total area = 1,383 square feet
     Cost = $3,802.16

3. Street repairs for Old St James Road water main project
   (September 12, 2017 invoice)
   - Total area = 5,787.20 square feet
     Cost = $17,490.27

4. Street repairs for Old St James Road water main project
   (September 12, 2017 invoice)
   - Total weight = 92 tons
     Cost = $28,395.20
Operation Manager's Report
RMU Board of Public Works Meeting
October 3, 2017

TRAINING / PERSONNEL

1. Missouri Public Utility Alliance (MPUA) Apprentice Lineman Training Program
   Kansas City, MO training facility
   - Bucket and Digger Truck School
     - RMU staff members that attended: Jeremy Brown
       September 5 to 7, 2017
   URD Splicing and Terminations
   - RMU staff members that attended: Jestic Casto and Joshua McBride
     September 20 to 21, 2017

PRESENTATIONS

1. RMU Speaker's Bureau
   - Chad Davis: Presentation about RMU and water resources at Kaleidoscope Discovery Center for the FLL (First Lego League) participants in age groups 6 to 8 and 10 to 14.
     September 23, 2017

2. RMU Speaker's Bureau
   - Vicki Cason: Classroom presentation and field visit to RMU well and tower site for MO S&T Water Resources class
     September 25, 2017

MPUA / MoPEP UPDATE

1. MoPEP meeting
   Columbia, MO
   - Attended by Chad Davis
     September 14, 2017

2. MPUA Annual Conference
   Lake Ozark, MO
   - Attended by Chad Davis
     September 26 to 28, 2017
## FINANCIAL STATEMENT
### SEPTEMBER 2017

### RECEIPTS:
- Electric, Water, Tax, Sewer and Refuse Charge: $2,950,741.20
- Accounts Receivable - Miscellaneous: $43,686.28
- Customer’s Deposits - Refundable: $24,639.62
- Misc Non-Operating Revenue: $7,151.29
- **Total Receipts**: $3,026,227.39

- Super-Now Account Interest (July 31, 2017): $92.67
- Money Market Account Interest (July 31, 2017): $4,799.58
- Electronic Payment Account Interest (July 31, 2017): $86.37
- Close Credit Card Account as of 9/26/22: $15,000.00
- Public Utility Cash In Bank (July 31, 2017): $23,042,020.00
- **Total Receipts and Cash In Bank**: $23,066,052.67

### DISBURSEMENTS:
- Power Purchased: $1,796,316.18
- Operating Expenses: $986,099.27
- Administrative and General Expenses: $113,126.14
- Payroll: $153,942.38
- Electric and Water Capital Expenditures: $157,485.25
- Stock Purchases (Inventory): $114,604.20
- Balance of Customer’s Deposits after Finals: $16,995.10
- Medical, Dental, Vision and Life Insurance Paid by Employees: $11,348.32
- Support Payment: $0.00
- U.S. Withholding Tax: $22,902.14
- Missouri Dept. of Revenue (Sales Tax): $45,367.37
- Missouri Dept. of Revenue (Income Tax): $5,159.00
- Phelps County Bank (Social Security): $32,125.68
- Sewer Service Charge: $287,217.94
- Refuse Service Charge: $177,026.69
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $123,763.16
- Standpipes Lease/Purchase: $3,598.22
- Electric Power Supply Infrastructure Lease/Purchase: $91,040.01
- Unclaimed Deposits to State: $0.00
- Primacy Fees: $0.00
- Void Checks: $0.00
- **Total Disbursements**: $3,153,529.07

- Cash in Bank (August 31, 2017): $25,435,303.60
- **Total Disbursements and Cash In Bank**: $28,588,832.67

### BALANCE OF OTHER FUNDS:

### PUBLIC UTILITY ACCOUNTS:
- Central Federal Savings & Loan, Check #1222 for $380.75: $2,069.04
- Citizens Bank of Newburg, Check #1222 for $589.29: $2,262.23
- First State Community Bank, Check #1004 for $327.83: $2,120.98
- Phelps Co Bank-Electronic Payment Account, Check #1085 for $629,756.38: $184,118.62
- Phelps Co Bank-Money Market: $3,984,458.59
- Phelps Co Bank-Super Now, Checks #25266 thru #25384 for $3,153,529.07: $3,502,578.92
- Town & Country Bank, Check #1222 for $2,989.27: $2,274.68
- **Total Public Utility Accounts**: $7,079,919.60

### ELECTRIC RESERVES:
- Certificates of Deposit: $0.00
- Money Market Account: $14,761,218.00
- U.S. Treasury Bills: $0.00
- **Total Electric Reserves**: $14,761,218.00

### WATER RESERVES:
- Certificates of Deposit: $0.00
- Money Market Account: $2,989,166.00
- U.S. Treasury Bills: $0.00
- **Total Water Reserves**: $2,989,166.00

### TOTAL RESERVES:
- $17,755,384.00

### TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:
- $25,435,303.60

---

$\text{J.7.}$
STATISTICS
SEPTEMBER 2017

<table>
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<th>PRODUCTION</th>
<th>ELECTRIC SALES</th>
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<td>Date of Demand</td>
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<td>Time of Demand</td>
<td>Residential - Three Phase kWh</td>
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<tr>
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<td>151,167</td>
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<td>Scada Demand</td>
<td>Commercial - Single Phase kWh</td>
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<tr>
<td>53,790.00</td>
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<tr>
<td>kWh Purchased</td>
<td>Commercial - Three Phase kWh</td>
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<tr>
<td>23,801,264</td>
<td>2,943,010</td>
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<tr>
<td>Total Cost $1,661,280.36</td>
<td>Power Service kWh</td>
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<td>8,135,420</td>
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<tr>
<td>Cost per kWh 0.069798</td>
<td>Industrial kWh</td>
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<tr>
<td>Load Factor 59.0%</td>
<td>5,330,520</td>
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<tr>
<td>Pumped #2 Well 6,805,000</td>
<td>Area/Street Lighting kWh</td>
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<td>Pumped #3 Well 0</td>
<td>50,254</td>
</tr>
<tr>
<td>Pumped #4 Well 6,023,000</td>
<td>Rental Lights kWh</td>
</tr>
<tr>
<td>Pumped #5 Well 1,919,000</td>
<td>79,322</td>
</tr>
<tr>
<td>Pumped #6 Well 2,857,000</td>
<td>Total kWh Sold 25,328,681</td>
</tr>
<tr>
<td>Pumped #7 Well 2,215,000</td>
<td>Demand kW 29,099</td>
</tr>
<tr>
<td>Pumped #8 Well 1,449,000</td>
<td>Revenue $2,327,222.31</td>
</tr>
<tr>
<td>Pumped #9 Well 4,814,000</td>
<td>Monthly Gain 6.42%</td>
</tr>
<tr>
<td>Pumped #10 Well 3,877,000</td>
<td>Fiscal Year to Date Loss 3.37%</td>
</tr>
<tr>
<td>Pumped #11 Well 4,480,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #12 Well 0</td>
<td></td>
</tr>
<tr>
<td>Pumped #13 Well 6,403,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #14 Well 8,442,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #15 Well 4,428,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #16 Well 5,312,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #17 Well 2,227,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #1 Ind Park Well 5,025,000</td>
<td></td>
</tr>
<tr>
<td>Pumped #2 Ind Park Well 4,056,000</td>
<td></td>
</tr>
<tr>
<td>Total Gallons 70,342,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>METERS IN SERVICE</th>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase</td>
<td>7,762</td>
<td>6,332</td>
</tr>
<tr>
<td>Residential - Three Phase</td>
<td>21</td>
<td>19</td>
</tr>
<tr>
<td>Commercial - Single Phase</td>
<td>973</td>
<td>516</td>
</tr>
<tr>
<td>Commercial - Three Phase</td>
<td>443</td>
<td>248</td>
</tr>
<tr>
<td>Power Service</td>
<td>132</td>
<td>121</td>
</tr>
<tr>
<td>Industrial</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>PWSD #2</td>
<td>515</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>9,409</td>
<td>7,765</td>
</tr>
</tbody>
</table>

Revenue $251,188.83

Pumping Cost, Electric $25,230.11
Monthly Unidentified Loss 6.60% **
Fiscal Year to Date Unidentified Loss 15.89% ***

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,874,994 gallons per water main flushing records.
*** FY loss includes 49,946,494 gallons per water main flushing records.
### ELECTRIC

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1. MO Highway Patrol Troop I headquarters</td>
<td>Directional bore for new primary, new riser pole, and new service to Hwy Patrol with 3-phase underground to new padmount transformer. Started: November 17, 2016. Ongoing.</td>
</tr>
<tr>
<td>Note: Upgrade will also allow RMU to abandon an overhead I-44 crossing.</td>
<td></td>
</tr>
<tr>
<td>E2. 12kv Distribution System Connection Between Old St James Road and Nagagomi substations north of I-44</td>
<td>Conversion of some 4 kV electric distribution system to 12 kV distribution (including transformers) and some new 12 kV distribution system. Started Feb 23, 2017. Ongoing.</td>
</tr>
<tr>
<td>E10. Lions Club - building addition, meter relocation</td>
<td>Renovation of metering and electric service to accommodate building addition, including relocation of transformer. Started: October 31, 2017. Ongoing.</td>
</tr>
</tbody>
</table>
Operation Manager's Report  
RMU Board of Public Works Meeting  
October 31, 2017

E11. Transformer testing  
- Collection of samples for annual testing of oil in the substation transformers.  
  Started and Completed: October 19, 2017

ELECTRIC GENERATION

G1. NESHAP RICE control equipment for generators  
- Reviewing operations of pressure transducers for catalyst monitoring.  
  Started: Spring 2017  
  Ongoing

WATER

W1. Meriweather Court  
- Replacement of 8" and 6" water main with 8" PVC  
  Started: October 13, 2017  
  Ongoing

W2. Westside Marketplace  
- Abandonment of 12" watermain parallel to Old Wire Road  
  Started and Completed: October 2, 2017

W3. The ALF and Cottages at Parkside  
  Assisted Living and Independent Living by Americare - Forum and Old St. James Road  
- Connection of new water main installed by developer to previously existing RMU water main  
  Started and Completed: October 12, 2017

W4. Well 12  
- Pump control system: The motor starter had to be replaced due to damage (lighting was suspected). While replacing the starter ancillary components were also upgraded, including installation of a PLC, and rewiring the flow control switch.  
  Completed: October 2017

W5. RML HyPoint Well #3  
- Installation of piping, electrical, and treatment equipment  
  Started: February 4, 2016  
  Ongoing

W6. Service and main taps  
- 2 - 4” taps (1702 East 10th)  
  1 - 4” and 1 - 6” tap (Oak Pointe of Rolla, Clearpath Assisted Living - Lions Club Drive)

W7. Conversion of water meters to radio reads  
- Working on portions of Route 43

MISCELLANEOUS

1. Street repairs for Sally Road water main project  
   (September 29, 2017 invoice)  
- Total area = 6,402.00 square feet  
  Cost = $20,886.40

2. Street repairs for RMU water projects  
   - 10th Street  
   (October 18, 2017 invoice)  
- Total area = 738 square feet  
  Cost = $1,859.76

Page 2 of 3
3. Street repairs for RMU water projects
   - Water service replacements
     (October 18, 2017 invoice)
   - Total area = 3,420 square feet
   - Cost = $8,618.40

4. Street repairs for RMU water projects
   - various locations around Rolla
     (October 14, 2017 invoice)
   - Total area = 565.8 square feet
   - Cost = $1,425.82

TRAINING / PERSONNEL

1. University of Arkansas Electric Meter School
   Fayetteville, AR
   - Attended by: Steve Campbell
   October 2-5, 2017

2. LAGERS Annual Meeting
   Osage Beach, MO
   - Attended by Nathan Randolph (Employee Representative),
     Dennis Roberts (Employee Representative) and Rodney
     Bourne.
     October 19 and 20, 2017

3. Building a Business Case for UAS
   (Drones)
   APPA DEED Webinar
   - Attended by Eric Lonning, Curt Reppond, and Chad Davis
   October 18, 2017

4. Wireless Pole Attachments and Other
   New Infrastructure Developments
   Affecting Public Power Pole Owners
   APPA Webinar
   - Attended by Chad Davis
   October 19, 2017
REGULAR SESSION - August 22, 2017
~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:34 p.m. by Rolla Board of Public Works ("RBPW" or "Board") Vice President Albert Crump Jr. presiding. The following were present:
Board members: President Nick Barrack, arrived at 4:41 p.m.
Secretary Matthew Z. Williams
Vice Secretary Dr. Wm. E. Showalter
RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Chad Davis, P.E.
Business/Finance Manager Dennis Roberts
Staff Engineer Vicki Cason, P.E.

Minutes submitted, according to Agenda, by RMU's Executive Administrative Assistant, Nicole Sikes.

* * * * * *

I. APPROVAL OF MINUTES
Williams made a motion, seconded by Showalter, the minutes of the July 19, 2017, Board meeting Regular and Executive session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)
1. The Board received the Statement of Income & Expenses reports for July 2017 (FY17).
   1. Roberts reviewed the July 2017 report (FY17), with the following comparisons:
      Month-to-Date comparison of July 2017 to July 2016
      * Operating Income decreased $200,827. Purchased Power expense increased $25,010; Operating Expenses decreased $40,747 resulting in a Operating Income of $87,577 which showed an increased Income of $160,080; Total Other Income decreased $14,344. Total Net Income for July 2017 was $127,064, an increased Income of $174,424 in comparison to July 2016.
      Year-to-Date (YTD) FY2017 and FY2016 -
      * Operating Income decreased $669,454. Purchased Power expense increased $65,027; Operating Expenses decreased $548,353 resulting in a Operating Loss of $164,190 which showed an increased Loss of $120,919; Total Other Income decreased $287,087. Total Net Income for July 2017 was $259,945, a decreased Income of $408,006 in comparison to July 2016.
      Roberts noted the numbers are not unusual for our July year-to-date comparison other than the Power and Water Cost Adjustments that are ongoing this year.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for July 2017 which included the following public utility account checks and transfers:

<table>
<thead>
<tr>
<th>Public utility checks</th>
<th>Phelps Co Bank - Super Now</th>
<th>Checks #25096-25184</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of funds</td>
<td>Phelps Co Bank - Electronic Pmt Acct</td>
<td>Check #1083</td>
</tr>
<tr>
<td></td>
<td>Central Federal Savings &amp; Loan</td>
<td>Check #1220</td>
</tr>
<tr>
<td></td>
<td>Citizens Bank of Newburg</td>
<td>Check #1219</td>
</tr>
<tr>
<td></td>
<td>Town &amp; Country Bank</td>
<td>Check #1220</td>
</tr>
<tr>
<td></td>
<td>First State Community Bank</td>
<td>Check #1002</td>
</tr>
</tbody>
</table>

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

   - Roberts reported that since last month's Board meeting RMU continues to work on implementing Phase II and Phase III of our project. As of today, RMU scheduled the configuration of the point of sale transaction that will take place in the office working with the cash receipts program. The configuration should be completed by the end of August and RMU hopes to set Phase II into a live environment the second week of September. Phase III will be the kiosk payments, mobile application, ebills, and a few other features which are still in the queue to be scheduled.
   - Roberts reported RMU encountered a problem with the Paymentus Scheduler. Some RMU customers using the Paymentus Scheduler option have been charged more than their scheduled payment. The
Paymentus Scheduler will process the customers scheduled payment, as well as processing payment for a prior bill causing that customer to be overcharged. RMU is working with Paymentus to resolve this issue and will refund customers that do not wish to leave their additional payment as a credit on their account.

- Roberts reported that the RMU Customer Service Representatives (CSR) received training through MPUA webinar on August 16, 2017. The webinar provided energy saving tips, how to handle high bill complaints, and how to use the home energy calculator which is located on our website. CSR's will receive additional training mid-October.
- Roberts reported RMU had an open case with SunGard regarding how customers of the Water District receiving RMU water and City sewer are billed. Until now these customers were billed a flat sewer charge since the water meter resides at a Water District location and could not be linked to the customer's sewer usage bill. At a recent SunGard meeting, Roberts met with a representative that was able to help resolve this issue with new features within SunGard. RMU has changed approximately 500 accounts to now bill these sewer customers based on their actual water consumption. Roberts noted this billing change does not affect RMU’s revenue.

Bourne stated this change should not affect the City's sewer revenue either. However, the most significant change will be for the landlords and the property management companies in Rolla. They will no longer have to pay the minimum flat rate (approximately $25-$35) each month their properties are vacant. But instead will be paying the minimum charges.

Bourne stated that the implementation Roberts is working on for RMU is very time consuming. For example, the point of sale is a five-hour engagement to get the programming completed.

B. STAFF ENGINEER’S REPORT (Cason)
1. Updates on:
   a. Development Review Committee Meeting
      · There was a DRC meeting held on July 25, 2017 with three items on the agenda. Two items were in reference to a single family development project on S. Rolla Street and one was to revisit the vacation of a section of Faulkner. RMU requested easements on the single family subdivision and again commented that the section of Faulkner Street requested for vacation has a 34kV and 4kV overhead line, as well as fiber optic lines and an 8" water main. These utilities will need to be relocated at the developer's expense to allow the development to proceed.
   b. Contractor Mains
      · Cason reported construction continues at the Lodges. Phase II is still pending.
      · Cason reported construction of the water main at Rolla Westside Market place will be completed this week. We are in the process of flushing new mains in preparation of their obtaining a sample for bacterial testing.
      · Cason reported water main at Americare is complete and in service.
      · Cason reported Sally Road water main is ongoing and should be completed soon. RMU had the contractor install the main deep at the top of the hill with the thought that the city may someday want to lower the road. We have had a couple calls concerning if the road will be lowered. That is not happening now.

Davis reported that RMU has been in discussion with the City regarding when the contractor is complete, so that the City can begin repairing the street.

2. Leak Detection Survey
Cason reported Westrum began working on the leak detection survey on August 7th. Westrum found three leaks and a few smaller issues with hydrants and service lines. RMU will be receiving the leak reports by the end of this week and will have more detailed information to provide at the next Board meeting.

C. OPERATION MANAGER’S REPORT (Davis)
1. Update on current RMU projects

   ELECTRIC DEPARTMENT:
   (E1) MO Highway Patrol Troop I headquarters. Directional bore for new primary, new riser pole, and new service to Hwy Patrol with three phase underground to new padmount transformer. Started, November 17, 2016. Ongoing.
   NOTE: Upgrade will also allow RMU to abandon an overhead I-44 crossing.
   (E2) 12kV Distribution System Connection; between Old St. James Rd and Naganomi substation north of I-44. Conversion of some 4kV electric distribution system to 12kV distribution (including transformers) and some new 12kV distribution system. Started, February 23, 2017. Ongoing.
   (E3) Westside Marketplace (retail development). Electric distribution system improvements including extension of 12 kV overhead electric distribution system (with new crossing of I-44) Installed: 29 poles for a distance of approximately 4,000 feet including a switch that allows this extension to also serve as an alternate connection between two substations. Started, May 15, 2017. Completed, August 15, 2017.
Lodges at Rolla - White Columns Road (8 multi-unit residential apartment buildings and clubhouse). Installation of underground primary conductor, transformers, and meters. Started, June 2, 2017. Ongoing. NOTE: 3 of the 9 transformers have been set.


Cantex (Industrial Drive). Removal of three (3) old transformers on site that were no longer useful. Started, August 15, 2017. Completed, August 16, 2017 NOTE: One of the three transformers had been vandalized. RMU pulled transformers and will be surplussing the units.

Davis reported that the Highway 72 extension project continues to progress. RMU remains in discussion with the City and their consultants. Adrian will be terminated in cul-de-sacs. RMU recently completed some temporary changes to the overhead electric lines to accommodate construction of the turn arounds.

ELECTRIC GENERATION -

Capacity Test. Biannual test of all generating units at the same time for MoPEP capacity credits. Problems were noted at two (2) units resulting in a lower output. Output achieved was 32.1 MW. Performed, July 19, 2017. NOTE: RMU might try to re-test this year or move testing up a year.


FIBER/SCADA -

Settings for operation of electric substation breakers. Operations staff has updated list of settings for all breakers. Staff has reviewed settings to fine tune breaker operation. RMU staff has started making field updates.

Controllers for voltage regulators at most substations. Upgraded controllers installed in late 2015 have been experiencing operational issues that RMU staff is continuing to work with manufacturer to resolve. NOTE: Vendor has shipped us spares and continues to correct our system.

WATER DEPARTMENT -


Sally Road water main extension. New 8" water main to interconnect existing dead end main with new main installed with Westside Marketplace development. Installed by Don Maggi Construction Inc. Started, July 24, 2017. Ongoing.

Water service line replacement (Performed by contractor). Replacement of services lines at Holt Ave, Lauren Court, Allyson Court, Timber Creek Road, Condo Drive, Huntleigh Drive, Inverness Drive, and Overland Drive. Work performed by MB Construction. Started, July 5, 2017. Completed, August 18, 2017.


Service and main taps:
- 1 - 6" tap (MO S & T Schrenk Hall)
- 1 - 6" tap and 1 - 1" tap (800 North State)
- 1 - 4" tap (Lodges at Rolla)
- 1 - 1" tap (1343 Thomas Drive)
- 2 - 1" taps (13th and High)


MISCELLANEOUS -


(2) MPUA Executive Committees budget meeting. Chad Davis and Rodney Bourne attended meeting August 17th and 18th in Columbia, Missouri.

(3) MoPEP Working Group on Rates and Resources. Chad Davis and Rodney Bourne attended meeting on August 10th in Columbia, Missouri.
Barrack arrived at 4:41 p.m. and began conducting Board meeting.

D. GENERAL MANAGER’S REPORT  (Bourne)

1. MoPEP Update. Bourne reported that the MoPEP Working Group on Rates and Resource Planning met on August 10, 2017. This subcommittee primary intent is to review MoPEP rate structuring, load factors, as well as other long-term resource planning needs and how we will meet these needs in the future. During the August meeting, our group discussed the future need for replacement power for the expiring Dynegy Coal contract in 2021. Also, discussed adding combined cycle, wind, and solar to our portfolio and the impacts these additions could have on our load curves and existing resources. Specifically Dogwood generating facilities and wind energy out of Western Kansas.

Bourne reported after the MoPEP Working Group on Rates and Resource Planning meeting, the Grain Belt case was denied by the Missouri Public Service Commission. Parties are considering the appeal process. We will continue to discuss other resource options and how they are performing, as well as how these option might impact MoPEP. Lastly, adding a “community solar” retail product was also discussed and recommended that we develop a program to implement. This may not replace rooftop solar as an option, but has some merit in providing renewable energy to primarily large business that require clean power. For example, Missouri S&T and Brewer that have taken advantage of our wind resources.

Williams asked, “Is MoPEP considering not renewing the Dynegy Coal contract in 2021 and are these coal plants going off line?” Bourne responded with yes some plants will be going off line and that our long-term goal is to move away from these coal resources. For instance, MoPEP wind resource was expected to save us $10M annually over the course of the wind contract utilizing the Grain Belt Express project. We are always looking for long term savings.

V. OLD BUSINESS  (None)

VI. NEW BUSINESS  (None)

Bourne provided a hand out which shows the production of the Rolla Solar Farm during the solar eclipse. Barrack stated that by the looks of the hand out, the solar eclipse had a significant impact to Rolla. Bourne responded the output reduction was very significant and even more so if Rolla would have went totally black like Marshall did. This report can also be found on the RMU Facebook page.

Showalter made a motion, seconded by Crump, that the Board adjourn to Executive Session to discuss Real Estate, under RSMo (Supp. 1997) Section 610.021 (2) and Personnel under RSMo (Supp. 1997) Section 610.021 (3). Roll call vote was taken at 5:05 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter; yes.

VII. EXECUTIVE SESSION

A. Real Estate under RSMo (Supp. 1997) Section 610.021 (2).

B. Personnel under RSMo (Supp. 1997) Section 610.021 (3).

Williams made a motion, seconded by Crump, that the meeting return to open session. Roll call vote taken at 5:54 p.m. votes: Barrack, yes; Crump, yes; Williams, yes; showalter, yes.

Barrack reported that the board evaluated the General Manager’s performance and voted to increase his salary within his salary range effective September 26, 2017.

Barrack reported the Board discussed Real Estate matters with no action taken.

VIII. ADJOURNMENT

With no further business appearing, Crump made a motion, seconded by Williams, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:55 p.m.

Nick Barrack, President
Matthew Z. Williams, Secretary

The Board’s next meeting is scheduled for Tuesday, October 3, 2017 at 4:30 p.m.
REGULAR SESSION - October 3, 2017

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

The meeting was called to order at 4:32 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump, Jr.
Secretary Matthew Z. Williams
Vice Secretary Dr. Wm. E. Showalter

RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Chad Davis, P.E.
Business/Finance Manager Dennis Roberts

Minutes submitted, according to Agenda, by RMU's Executive Administrative Assistant, Nicole Sikes.

* * * *

I. APPROVAL OF MINUTES
Williams made a motion, seconded by Showalter, the minutes of the August 22, 2017, Board meeting Regular and Executive session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION
A. Kelly Beets, Senior Loss Control Consultant MIRMA
   1. 2017 Safety Grant Award.
      - Kelly Beets reported that RMU was awarded a safety grant for $385.80 for four (4) truck beacon warning lights. The beacon warning lights will help with personal safety for RMU staff while working right-of-ways to warn the public to be cautious while driving near worksite. The Risk Management Grant Program provides an opportunity for MIRMA to assist utilities and cities in procuring safety equipment.
   2. 2017 Safety Award.
      - Kelly Beets reported that RMU received a 100% award score on our MIRMA Loss Prevention Evaluation. The award was presented at the MIRMA Annual Conference on July 20, 2017. This is RMU's 15th consecutive year for receiving a 100% score on our evaluation.

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)
   1. The Board received the Statement of Income & Expenses reports for August 2017 (FY17).
      - Roberts reviewed the August 2017 report (FY17), with the following comparisons:
        Month-to-Date comparison of August 2017 to August 2016 -
        • Operating Income decreased $110,207. Purchased Power expense Increased $28,836; Operating Expenses decreased $19,020 resulting in a Operating Income of $37,896 which showed an increased Income of $91,187; Total Other Income decreased $188,990. Total Net Income for August 2017 was $76,124, an increased Income of $280,177 in comparison to August 2016.
        Roberts noted a large part of the decrease is in the Non Operating Income section were RMU received reimbursement for street lighting last year.
        Year-to-Date (YTD) FY2017 and FY2016 -
        • Operating Income decreased $779,681. Purchased Power expense increased $93,863; Operating Expenses decreased $567,555 resulting in a Operating Loss of $126,294 which showed an increased Income of $212,106; Total Other Income decreased $476,077. Total Net Income for August 2017 was $336,069, a decreased Income of $688,183 in comparison to August 2016.
        Roberts noted that next month will be the end of another quarter, as well as RMU’s fiscal year and next months reports will also include totals for Power and Water Cost Adjustments.
        Bourne noted that if the Power and Water Cost Adjustments were excluded from reports RMU would be in-line with where we would be normally.

   2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for August 2017 which included the following public utility account checks and transfers:

<table>
<thead>
<tr>
<th>Public utility checks</th>
<th>Phelps Co Bank - Super Now</th>
<th>Checks #25185-25285</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of funds</td>
<td>Phelps Co Bank - Electronic Pmt Acct</td>
<td>Check #1084</td>
</tr>
<tr>
<td></td>
<td>Central Federal Savings &amp; Loan</td>
<td>Check #1221</td>
</tr>
<tr>
<td></td>
<td>Citizens Bank of Newburg</td>
<td>Check #1220</td>
</tr>
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        Bourne noted that if the Power and Water Cost Adjustments were excluded from reports RMU would be in-line with where we would be normally.

   2. Roberts presented RMU’s Financial Statement, Statistics report, and the Disbursement Summary for August 2017 which included the following public utility account checks and transfers:
Williams noted that the water loss rates are decreasing. Davis responded that the water loss rates have decreased a little since last fiscal year-to-date reports.

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

B. STAFF ENGINEER’S REPORT (Cason - Absent, Davis reported)

1. Updates on:
   a. Development Review Committee Meeting
      • Davis reported there was a DRC meeting on August 29th and September 26th. There were three items on the agenda for the August 29th meeting. RMU identified a missing easement and requested additional easements on Charlotte’s Acres No. 2 and requested an easement and discussed relocation of overhead electric facilities on Design4U subdivision. RMU learned on October 2, 2017 that the request for Charlotte’s Acres No. 2 has been withdrawn.
      • Davis reported that James Shields is the new City Planner starting early September. John Peterson will still be involved during the transition.
      • Davis reported that bids were submitted to auction property south of Lynwood. The purchaser will be responsible for installing a water service connection, including a new water main tap, a meter pit near Strobach and a service line from the purchased residence to the new point of connection.
   b. Contractor Mains
      • Davis reported construction continues at the Lodges. Phase II is still pending.
      • Davis reported the water main at Rolla Westside Marketplace has been tested and placed into service.
      • Davis reported that as of yesterday, crews abandoned a piece of a water main along Old Wire Road in conjunction with Westside Marketplace.
      • Davis Reported Sally Road water main has been completed and placed into service.

C. OPERATION MANAGER’S REPORT (Davis)

1. Update on current RMU projects

   ELECTRIC DEPARTMENT -

   (E1) MO Highway Patrol Troop I headquarters. Directional bore for new primary, new riser pole, and new service to Hwy Patrol with three phase underground to new padmount transformer. Started, November 17, 2016. Ongoing.

   (E2) 12kV Distribution System Connection: between Old St. James Rd and Naranjomi substation north of I-44. Conversion of some 4kV electric distribution system to 12kV distribution (including transformers) and some new 12kV distribution system. Started, February 23, 2017. Ongoing.

   (E3) Lodges at Rolla - White Columns Road (8 multi-unit residential apartment buildings and clubhouse). Installation of underground primary conductor, transformers, and meters. Started, June 2, 2017. Ongoing. NOTE: 3 of the 9 transformers have been set.


   (E6) Century Link. Replacement of 4 poles owned by CenturyLink where RMU has facilities located on the poles as part of joint use agreement. Whitney Lane between Forum Drive and Burgher Drive. Started, August 29, 2017. Completed, September 8, 2017.


   ELECTRIC GENERATION -

   (G1) NESHAP RICE (Control equipment for generators). Reviewing operations of pressure transducers for catalyst monitoring. Started, Spring 2017. Ongoing.

   WATER DEPARTMENT -

   (W1) 10th Street - Holloway Street to Cedar Street. Replacement of 6" water main with a 8" PVC. Installed 40 feet of 6" PVC, 1800 feet of 8" PVC, and four (4) hydrants. Started, June 13, 2017. Completed, September 13, 2017.

   (W2) Sally Road water main extension. New 8" water main to interconnect existing cead end main with new main installed with Westside Marketplace development. Installed by Don Maggi Construction Inc. Installed 40 feet of 6" PVC, 1480 feet of 8" PVC, and three (3) hydrants. Started, July 24, 2017.
Completed, September 25, 2017.


(W5) Service and main taps.
• 1 - 4" tap (Americare)


FIBER/SCADA -
(F1) Settings for operation of electric substation breakers. Operations staff has updated list of settings for all breakers. Staff has reviewed settings of when and how breakers are expected to operate. RMU staff has installed the updates in the field equipment.

(F2) Controllers for voltage regulators at most substations. Upgraded controllers installed in late 2015 have been experiencing operational issues that RMU staff is continuing to work with manufacturer to resolve.

MISCELLANEOUS -
(1) Street repairs for RMU water projects (various locations around Rolla - August 1, 2017 Invoice). Total area 2,987 square feet. Cost $7,467.50.

(2) Street repairs for RMU water projects (10th Street - September 12, 2017 Invoice). Total area 1,383 square feet. Cost $3,802.16.

(3) Street repairs for RMU Old St. James Water Main Project (Old St. James - September 12, 2017 Invoice). Total area 5,787 square feet. Cost $17,490.27.


TRAINING/PERSNELL -
(1) Missouri Public Utility Alliance (MPUA) - Apprentice Lineman Training Program (Kansas City, MO training facility).

PRESENTATIONS
(1) RMU Speaker’s Bureau.
• Chad Davis - Presentation about RMU and water resources at Kaleidoscope Discovery Center for the First Lego League participants in age groups 6 to 9 and 10 to 14. September 23, 2017

(2) RMU Speaker’s Bureau.
• Vicki Cason - Classroom presentation and field visit to RMU well and tower site for Missouri S&T Water Resources class. September 25, 2017.

MPUA/MoPEP UPDATE
(1) MoPEP Meeting - Columbia, MO. Attended by Chad Davis. September 14, 2017.

(2) MPUA Annual Conference - Lake Ozark, MO. Attended by Chad Davis. September 26 to 28, 2017.

Davis reported that the City of Rolla is considering changes to timing of when they resurface some streets and also how they make repairs following water main replacement projects. This will likely cause RMU to adjust the timing of when some mains will be replaced and will also impact the costs of future projects. We continue to discuss this with the City staff.

D. GENERAL MANAGER’S REPORT (Bourne)
1. MoPEP Update.
• Bourne reported that he and Chad Davis attended the MPUA Annual conference which was held on September 27-29 in Osage Beach.
• Bourne reported that the Grain Belt project is now under appeal. Also, the Grain Belt parties have hired former Governor Nixon to be involved with the appeal process, as their co-counsel. Our committee expects this appeal process to take about a year or more. We will continue to discuss other resources option and how they are performing, as well as how these option might impact MoPEP.
• Bourne reported that Great Plains Energy was attempting a merger with Westar Energy last year and was denied by the Kansas City Public Commission. Great Plains Energy is planning to resubmit a
merger plan. RMU’s interest in the merger is to follow any impacts as related to the MoPEP agreement for power from KCPL facilities, notably the MoPEP piece of latan 2.

- Bourne reported that the Power Cost outlook is forecasted to remain steady through 2018. Natural gas cost is historically low, which helps with the whole sale power cost.
- Bourne reported that MoPEP is purchasing another 50 MW within the Dogwood facility. MoPEP does not need the capacity today and is contracting with the MMMPEP group to take the energy for a 5 year period. MoPEP will need the facility within the next 5 years.
- Bourne reported that MoPEP is the longest existing power pool in the state. MMPEP has been around for the last 5 years. Mount Vernon and Monett are in the process in forming their own pool in southwest Missouri tentatively titled Southwest Missouri Public Energy Pool (SWMPEP).

2. Community Solar.
- Bourne reported that Rolla will be part of the community solar working group within the MoPEP Group. Rolla, Lebanon and Hermann will be involved in marketing the solar energy to our customers within our communities. Barrack has provided suggestions about other ideas regarding community solar.

3. Public Power Week.
- Bourne reported that RMU will hold their Second Annual Public Power Celebration Day on October 4, 2017 from 11 a.m. to 1 p.m. by serving light refreshments and handing out giveaways. There will be a drawing for three residential customers to win credit on their utilities. The credit available to win is $50, $100, and $200.

- Bourne reported that RMU has been replacing water meters. RMU will be requesting Bids for replacement water meters and ERTs soon. If ERTs are ordered by November 15, 2017 there will be a 10% savings, which will equal roughly a $50K savings on this project. The total project cost is estimated at $1.4M split evenly with the City. The City will be paying back over 10 years at a higher interest rate than our current investments.

V. OLD BUSINESS  (None)

VI. NEW BUSINESS

A. Insurance Renewal. Bourne reported that Management have met with GBS and GBS renewal information is included in the packet. There are minor rate changes to our current plan but nothing significant. We need to encourage more 90-day prescriptions and the Teladoc program. As of September 12, 2017, we have $158,417 Reserve Fund Balance. GBS target is $750,000. Current to date Loss Ratio is 91% and our goal is 80-85%. Staff recommends approval. Williams made a motion, seconded by Showalter to approve GBS Renewal as presented including the Teladoc service. Motion passed unanimously.

B. Cash/Collection/Investment Policy. Management is requesting to make modifications to the Cash/Collection/Investment Policy to eliminate checking of ID for credit card payments. This change is to support our new Point of Sale devices. Crump made a motion, seconded by Williams to pass the modifications to the Cash/Collection/Investment Policy. Motion passed unanimously.

Crump made a motion, seconded by Showalter, that the Board adjourn to Executive Session to discuss Real Estate, under RSMo (Supp. 1997) Section 610.021 (2). Roll call vote was taken at 5:13 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

Before Executive Session began a picture was taken of all Board members, RMU staff, and Kelly Beets of MIRMA with both Safety Awards.

VII. EXECUTIVE SESSION

A. Real Estate under RSMo (Supp. 1997) Section 610.021 (2).

Showalter made a motion, seconded by Williams, that the meeting return to open session. Roll call vote taken at 5:35 p.m. votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

Bourne reported the Board discussed Real Estate matters with action taken.

VIII. ADJOURNMENT

With no further business appearing, Williams made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:36 p.m.
The Board's next meeting is scheduled for Tuesday, October 31 at 4:30 p.m.
### CITY OF ROLLA
#### CASH ANALYSIS REPORT
September 30, 2017

**GENERAL FUND**

<table>
<thead>
<tr>
<th>Description</th>
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<td><strong>GENERAL FUND TOTALS</strong></td>
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**SEWER FUND**

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<td><strong>SEWER FUND TOTALS</strong></td>
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**ENVIRONMENTAL SERVICES FUND**

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<td>Env SVS CC</td>
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<td><strong>ENVIRONMENTAL SERVICES FUND TOTALS</strong></td>
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**AIRPORT FUND**

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**CEMETERY FUND**

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<td>Cash - MMA</td>
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<td><strong>CEMETERY FUND TOTALS</strong></td>
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**STREET FUND**

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<td>Cash - MMA</td>
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<td><strong>STREET FUND TOTALS</strong></td>
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**RECREATION FUND**

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<td>Investments - Sales Tax</td>
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<td>Centre CC</td>
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<td><strong>RECREATION FUND TOTALS</strong></td>
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**HEALTH INSURANCE FUND**

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<td>Health Insurance Reserve CDARS</td>
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**PARK FUND**

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**PARK LAND RESERVE FUND**

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<td><strong>GRAND TOTAL ALL FUNDS</strong></td>
<td>$9,717,613.25</td>
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ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC.
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<tr>
<th></th>
<th>CURRENT BUDGET</th>
<th>YTD ACTUALS</th>
<th>BUDGET BALANCE</th>
<th>% OF BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>REVENUES</td>
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<td>$ 10,562,826.47</td>
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<td><strong>EXPENDITURES</strong></td>
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<td>$ 194,180.86</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>$10,801,583.72</td>
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</tr>
</tbody>
</table>

| **REVENUES OVER/UNDER EXPENDITURES** | $ 432,681.00 | $(238,757.25) | $ 671,438.25 |

| **SEWER FUND**            |                |             |                |             |
| REVENUES                 | $ 2,794,929.50 | $ 3,569,368.55 | $(774,439.05) | 127.7%      |
| **EXPENDITURES**         | $ 3,873,942.00 | $ 3,571,977.07 | $ 301,964.93  | 92.2%       |
| **REVENUES OVER/UNDER EXPENDITURES** | $(1,079,012.50) | $(2,608.52) | $(1,076,403.98) |

| **ENVIRONMENTAL SERVICES FUND** |                |             |                |             |
| REVENUES                  | $ 3,227,850.00 | $ 3,410,368.31 | $(182,518.31) | 105.7%      |
| **EXPENDITURES**          |                |             |                |             |
| RECYCLING                 | $ 422,790.00  | $ 421,536.51 | $ 1,253.49     | 99.7%       |
| SANITATION                | $ 2,170,800.00 | $ 2,126,113.73 | $ 44,686.27   | 97.9%       |
| VEHICLE MAINTENANCE       | $ 405,310.00  | $ 373,529.84 | $ 31,780.16    | 92.2%       |
| **TOTAL EXPENDITURES**    | $ 2,998,900.00 | $ 2,921,180.08 | $ 77,719.92   | 97.4%       |
| **REVENUES OVER/UNDER EXPENDITURES** | $ 228,950.00 | $ 489,188.23 | $(260,238.23) |

| **AIRPORT FUND**          |                |             |                |             |
| REVENUES                  | $ 1,031,875.00 | $ 1,004,806.37 | $ 27,068.63   | 97.4%       |
| **EXPENDITURES**          | $ 1,124,535.00 | $ 1,176,870.75 | $(52,335.75)  | 104.7%      |
| **REVENUES OVER/UNDER EXPENDITURES** | $(92,660.00) | $(172,064.38) | $ 79,404.38 |

| **CEMETERY FUND**         |                |             |                |             |
| REVENUES                  | $ 16,500.00   | $ 9,958.85  | $ 6,541.15     | 60.4%       |

IV L.A.  Page 1 of 2
CITY OF ROLLA  
REVENUE/EXPENDITURE REPORT - UNAUDITED  
September 30, 2017  
100% of Year

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>CURRENT BUDGET</th>
<th>YTD ACTUALS</th>
<th>BUDGET BALANCE</th>
<th>% OF BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES OVER/UNDER EXPENDITURES</td>
<td>$ 15,000.00</td>
<td>$ 8,665.15</td>
<td>$ 6,334.85</td>
<td>86.2%</td>
</tr>
</tbody>
</table>

STREET FUND

| REVENUES | $ 5,015,100.00 | $ 7,573,793.58 | $ (2,558,693.58) | 151.0% |

| EXPENDITURES | $ 5,004,900.00 | $ 4,731,390.12 | $ 273,506.88 | 94.5% |
| STREET | $ 5,004,900.00 | $ 4,731,390.12 | $ 273,506.88 | 94.5% |
| TDD | $ - | $ 3,506,055.52 | $ (3,506,055.52) | #DIV/0! |
| TOTAL EXPENDITURES | $ 5,004,900.00 | $ 8,237,445.64 | $ (3,232,545.64) | |

| REVENUES OVER/UNDER EXPENDITURES | $ 10,200.00 | $ (663,652.06) | $ 673,852.06 | |

RECREATION FUND

| REVENUES | $ 1,188,110.00 | $ 1,143,889.82 | $ 44,220.18 | 96.3% |

| EXPENDITURES | $ 193,256.00 | $ 159,133.02 | $ 34,122.98 | 82.3% |
| GUEST SERVICES | $ 193,256.00 | $ 159,133.02 | $ 34,122.98 | 82.3% |
| RECREATION | $ 177,495.00 | $ 143,628.06 | $ 33,866.94 | 80.9% |
| AQUATICS | $ 235,570.00 | $ 234,467.35 | $ 1,102.65 | 99.5% |
| FITNESS | $ 260,579.00 | $ 252,412.75 | $ 8,166.25 | 96.9% |
| ADMINISTRATION | $ 341,334.00 | $ 358,731.55 | $ (17,397.55) | 105.1% |
| MAINTENANCE | $ 266,350.00 | $ 285,046.28 | $ (18,696.28) | 107.0% |
| TOTAL EXPENDITURES | $ 1,474,584.00 | $ 1,433,419.01 | $ 41,164.99 | 97.2% |

| REVENUES OVER/UNDER EXPENDITURES | $ (286,474.00) | $ (289,529.19) | $ 3,055.19 | |

PARK FUND

| REVENUES | $ 1,496,300.00 | $ 1,479,009.88 | $ 17,290.12 | 98.8% |

| EXPENDITURES | $ 119,763.00 | $ 122,983.56 | $ (3,220.56) | 102.7% |
| ADMINISTRATION | $ 119,763.00 | $ 122,983.56 | $ (3,220.56) | 102.7% |
| MAINTENANCE | $ 55,715.00 | $ 52,194.99 | $ 3,520.01 | 93.7% |
| PARKS | $ 833,520.00 | $ 776,613.33 | $ 56,906.67 | 93.2% |
| SPLASHZONE | $ 177,075.00 | $ 153,081.26 | $ 23,993.74 | 86.4% |
| OUTDOOR RECREATION | $ 155,550.00 | $ 156,952.03 | $ (1,402.03) | 100.9% |
| TOTAL EXPENDITURES | $ 1,341,623.00 | $ 1,261,825.17 | $ 79,797.83 | 94.1% |

| REVENUES OVER/UNDER EXPENDITURES | $ 154,677.00 | $ 217,184.71 | $ (62,507.71) | |

PARK LAND RESERVE FUND

| REVENUES | $ 1,800.00 | $ 19,991.59 | $ (18,191.59) | 1110.6% |

| EXPENDITURES | $ - | $ - | $ - | #DIV/0! |

| REVENUES OVER/UNDER EXPENDITURES | $ 1,800.00 | $ 19,991.59 | $ (18,191.59) | |
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Final Reading

SUBJECT: A request to rezone the 0.19-acre parcel that is located in the city of Rolla, Phelps County, Missouri, at 601 North Elm Street, from the Heavy Manufacturing District (M-2) to the Center City District (CC). (G.R.A.C.E)

MEETING DATE: 11-06-2017

GENERAL INFORMATION:
CASE NUMBER: ZON17-08  SUBMISSION DATE: 9-12-2017

APPLICANT: The parcel subject to the proposed ordinance (the subject parcel) is owned by the Greater Rolla Area Charitable Enterprise (G.R.A.C.E.) (the applicant) and their mailing address is P.O. Box 264 Rolla, Missouri 65402.

LOCATION: The subject property is located in the city of Rolla, Missouri, on the northwest side of the intersection of North Elm Street and West Sixth Street. The street address of the subject parcel is 601 North Elm Street (The Assessor’s Account Number is 7528). The legal description attached to this packet entail a detailed description of the location (See Figure 1-A).

CURRENT USE: The current use of the subject property is a storage warehouse with accessory offices for administrative purposes. The permitted use listed in Rolla’s zoning ordinance, the Rolla Planning and Zoning Book, that is the most similar to the subject parcel’s use is the use entitled “Storage Warehouses and Baggage Transfers”. According to the city’s Geographic Information System (GIS) database, the subject parcel is surrounded by other commercial uses.

ZONING: The subject parcel is located in the Heavy Manufacturing District (M-2) (See Figure 1-B). It is adjacent to parcels covered by the Center City District (CC) on its west, northwest, and north sides. Other types of commercial zoning districts are situated to the south, southwest, and southeast of the subject parcel. A mixture of Planned Unit Developments, commercial, industrial, and governmental zoning districts exist to the east and northeast of the subject parcel.

FLUM DESIGNATION: The Future Land Use Map (FLUM) designation is Community Commercial (See Figure 1-C). To the west and north of the subject parcel are areas designated as Center City. To all other directions from the subject parcel is Community Commercial.

PROJECT DESCRIPTION: The proposal is to amend the current zoning map that covers the subject parcel from the Heavy Manufacturing District (M-2) to the Center City District (CC). Currently, the subject parcel does not meet minimum area requirements of the M-2 zoning district and the current land use is not allowed in the M-2 zoning district.

ANALYSIS:
ZONING AND FLUM COMPATIBILITY: It could be argued that the intent of the proposed CC zoning district is more aligned with the intent of the current FLUM designation, as described
in the Rolla 2020 Comprehensive Plan Update (Rolla 2020), than with the intent of the current zoning district, which is M-2. The intent of the Community Commercial FLUM designation is to, in part, "...provide a mix of retail and commercial services in a concentrated and unified setting that serves the local Community..." (Rolla 2020 Comprehensive Plan Update, p.65). This intent coincides with the purpose of the proposed CC zoning district, which is to be a mixed-use district that accommodates a variety of commercial uses (Rolla Planning and Zoning Book, Section 42-194). The intent of the M-2 zoning district does not include provisions for commercial activities and is not necessarily consistent with said FLUM designation's intent.

In addition, this area of the city is described in Rolla 2020 as the Central Core District. This area falls between Second and Twelfth Streets and between Cedar Street and Highway 63. The subject parcel is almost directly in the middle of this 'Central Core'. It could be argued that this rezone is helping to correct the FLUM and zoning maps by ensuring that the intent of the Central Core District is satisfied by correctly locating Central Core activities within the Central Core.

COMPATIBILITY OF PERMITTED LAND USES: While the M-2 zoning district accommodates exclusively manufacturing uses, the CC zoning district accommodates most commercial and residential uses. Surrounding the subject parcel is a student housing facility, which is a Planned Unit Development; commercial zoning districts; and the CC zoning district. There is M-2 situated to the northeast where Meek's Lumber is located. On its face, this use is more similar to a warehouse than a manufacturing plant. By zoning out manufacturing uses from the subject parcel, there is an assurance that incompatible manufacturing uses will not cause nuisances for the existing and potential residential uses that exist and could arise in surrounding zoning districts. In addition, the use that occurs on the subject parcel now is not allowed in M-2. However, with the approval the rezone, the current use would become permitted and the legal non-conforming use aspect of this parcel would be eliminated.

AREA AND BULK REQUIREMENTS: Current lot size (Approximately 8726 square feet) does not meet current zoning requirements (25,000 sq. ft.). Lot frontage appears to be one foot short of current zoning requirements (100 feet of lot frontage). Width (99 feet) and depth (160 feet) of lot does not meet minimum requirements of current zoning, 100 feet and 250 feet, respectively. With zero-foot setbacks, the building on the parcel does not meet the current zoning district's minimum setback requirements. Rezoning the parcel to CC would allow the non-conforming aspects of the subject parcel to become conforming. While expansion is limited on this parcel, the approval of this rezone will allow the expansion of the facility because the parcel will no longer be legal non-conforming.

PUBLIC COMMENT/ISSUES: As of the date of this staff report, neither the general public nor the formally notified owners of the properties located within 185 feet (See Figure 1-D) of the subject property have formally issued any comments or petitions to the community development department. In addition, the Development Review Committee (met on 9/26/17) concluded that no issues exist with this case.

ACTION REQUIRED: The action requested from the City Council is to conduct a final hearing of G.R.A.C.E.'s rezoning proposal. If this proposal is approved, it is requested that an ordinance that enacts this proposal through law be approved.

Attachments (Ordinance, Fig.1-A to Fig.1-D)
ORDINANCE NO. ________

AN ORDINANCE TO APPROVE THE REZONING OF A 0.19-ACRE PARCEL LOCATED IN THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI, AT 601 NORTH ELM STREET, FROM HEAVY MANUFACTURING DISTRICT (M-2) TO CENTER CITY DISTRICT (CC). (G.R.A.C.E.)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department on September 12, 2017, requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published on September 24, 2017 in the Rolla Daily News that in accordance with law provided notice that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 10, 2017 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its October 16, 2017 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the subject ordinance;

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

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

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

A 0.19 acre parcel located in the City of Rolla, Phelps County, Missouri, at 601 North Elm Street.

SECTION 2: 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 rezoning process has been completed by the City Council.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

☑️ A. B.
Exhibit "A"

Real estate in Phelps County, Missouri, described as:

A fractional part of the NE¼ of the NE¼ of Sec. 11, Twp. 37 N., Range 8 W., of the 5th P.M. in the City of Rolla, Phelps County, Missouri, more fully described as follows: Commencing at the SE corner of Lot 6 Block 60 of County Addition to the City of Rolla, Missouri, (said point being on the North line of 6th Street) thence with said North line South 89°31'00" West, a distance of 55.30 feet to the southwestern most corner of said Lot 5 and the true point of beginning; thence North 89°31'00" East, 23.28 feet, from the centerline of Frisco Railroad; thence leaving said right of way line North 3°17'00" East, 193.09 feet, thence South 60°00'00" West, 69.82 feet to the Northern most corner of said Lot 5, Block 60 of County Addition, thence along with the Railroad right of way line South 30°11'26" West, 111.98 feet to the point of beginning.

Also: All of Lot 5 Block 60 in the County Addition to the City of Rolla, Phelps County, Missouri.

Subject to easements and restrictions existing or of record including all appurtenant easements inuring to the benefit of the above land as the dominant tenement and subject to all easements to which the above land is the servient tenement. Subject to all dedications, covenants, reservations, and restrictions on use of record.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: A request to rezone the 6.94-acre tract of land that is comprised of portions of the three parcels identified with the Phelps County Assessor’s account numbers of 9668, 8024, and 8025, from the Single-Family District (R-1) to the Rural Residential District (R-R).

(ROLLA)
MEETING DATE: 11-06-2017

GENERAL INFORMATION:


APPLICANT: There are three parcels subject to the proposed ordinance (the subject parcels) and they are owned by the City of Rolla (the applicant). The City of Rolla’s mailing address is 901 North Elm Street, Rolla, Missouri 65402.

LOCATION: The subject parcels are located approximately 900 feet south of Kingshighway, approximately 800 feet west of Adrian Avenue, and within the city limits of Rolla, Missouri. The street addresses of two of the subject parcels are 1150 and 1151 Lynwood Drive. The third parcel is identified as vacant and not addressed. From west to east, all three parcels are individually identified with the Phelps County Assessor’s account numbers of 9668, 8024, and 8025. For a detailed description of the area being rezoned, see the legal descriptions in Figure 2-A.

TOPOGRAPHY & WATER FEATURES: In terms of development potential, extreme slopes exist on Parcel 9668 and Parcel 8024. The maximum slope on Parcel 8024 is approximately 30% and there is a slope of 20% (See Figure 2-B) that runs from the upper elevations of Parcel 8024 down a hill to a lake on Parcel 9668. The lake covers about a third of Parcel 9668.

CURRENT USE, ZONING, AND FLUM DESIGNATION: The current uses of the subject parcels are vacant land (Parcel 9668) and single-family housing (Parcels 8024 and 8025). The subject parcels are located in the Single Family District (R-1) (See Figure 2-C). The Future Land Use Map (FLUM) designation is Low Density Residential (See Figure 2-D).

PROJECT DESCRIPTION: The proposal is to amend the Official Zoning Map that covers portions of the subject parcels, as described in the attached legal descriptions (see Figure 2-A), from the Single-Family District (R-1) to the Rural Residential District (R-R).

BACKGROUND INFORMATION: The subject parcels have been bought by the city of Rolla for the purpose of creating a right-of-way for the new Route 72 Extension. The extension will cut through the northern portion of these parcels, which will leave five separate remainder parcels, two to the north and three to the south. According to the applicant, through a lot consolidation, the interior parcel boundaries of the two northern remainder parcels and the interior boundaries the three southern remainder parcels will be dissolved. In the end, there will be three parcels. The northern parcel is planned to be dedicated to a park, the middle to right-of-way, and the south to
be sold. A survey was conducted recently to determine what the outer boundary will be for the parcel that is to be sold (See Figure 2-E). The 6.94-acre surveyed area is the area of land subject to this rezoning proposal. The city of Rolla is in the process of selling this area of land, which will be sold together with the single-family residence at 1150 Lynwood. The residence at 1151 Lynwood is planned to be demolished. However, to this date, the residence is still standing.

**ANALYSIS:**

**ZONING AND FLUM COMPATIBILITY:** The R-R zoning district and the Rural Residential FLUM designation are intended to be comprised of large-lot, very low density, single-family housing uses and located in rural settings on the urban fringe (Rolla 2020 Comprehensive Plan Update [Rolla 2020], p.65; Rolla Planning and Zoning Book, Section 42-168). The R-1 zoning district is similar to the intent and characteristics of the Low Density Residential FLUM designation. The Low Density Residential FLUM designation is “generally found in urban-scale subdivisions with typical individual lots that about one-quarter of an acre in size” (Rolla 2020, p.71). The R-1 zoning district is intended to promote and preserve urban single-family housing (Rolla Planning and Zoning Book, Section 42-171).

While the current zoning and FLUM designation of the subject parcels coincide in intent, the actual characteristics of the subject parcels are, in their current condition, more similar to the characteristics of the R-R zoning district and the Rural Residential FLUM designation. The following findings support this argument. Abutting the city limits, the subject parcels exist on the urban fringe, working as a transition from urban subdivisions, which generally contain lots less than an acre, to the woodlands on the other side of the city limits. The subject parcels in their present and future form are too large to claim them as typically urban-sized lots, as are the lots in nearby subdivisions. The extreme slopes and large water feature that exist on the subject parcels intrinsically cause the subject parcels to possess rural qualities and could potentially make the type of urban subdivision development that characterizes the Low Density Residential FLUM designation/R-1 zoning district disadvantageous or difficult to attain. Apart from this argument, several different aspects of the characteristics of the R-R zoning district are similar to the characteristics of the Low Density Residential FLUM designation, which implies compatibility.

**COMPATIBILITY OF PERMITTED LAND USES:** The permitted land uses of R-1 and R-R are identical. The conditional uses allowed in both zones are identical with the following exceptions. The following conditional uses are allowed in the R-R district and not allowed in the R-1 district: (1) Veterinarian services; (2) Customary agricultural activities; and (3) Parks, camp areas, recreation areas, and resorts. While the R-R district allows additional conditional uses that are not allowed in R-1, the implication of the two districts having identical permitted uses is that, depending on the conditions in which conditional uses interact with the permitted land uses, they can be compatible. Because these uses are conditional, any incompatibilities may be eliminated through the issuance of appropriate conditions or the denial of a conditional use permit.

**AREA AND BULK REQUIREMENTS:** Once the remainder parcels are consolidated, the rezoned parcel will meet all of the bulk and area requirements for the R-R zoning district.

**PUBLIC COMMENT/ISSUES:** As of the date of this staff report, neither the general public nor the formally notified owners of the properties located within 185 feet (See Figure 2-F) of the
subject property have formally issued any comments or petitions to the community development department. In addition, the Development Review Committee (met on 9/26/17) concluded that no issues exist with this case.

**ACTION REQUIRED:** The action requested from the City Council is to conduct a Final Reading of Rolla's rezoning proposal. If this proposal is approved, it is requested that an ordinance that enacts this proposal through law be approved.

Attachments (Ordinance, Fig.2-A to Fig. 2-F)
ORDINANCE NO. _______

AN ORDINANCE TO APPROVE THE REZONING OF A 6.94 TRACT OF LAND COMPRISED OF PORTIONS OF THE THREE PARCELS IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR’S ACCOUNT NUMBERS OF 9668, 8024, AND 8025, FROM THE SINGLE-FAMILY DISTRICT (R-1) TO THE RURAL RESIDENTIAL DISTRICT (R-R). (ROLLA)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department on September 15, 2017, requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published on September 24, 2017 in the Rolla Daily News that in accordance with law provided notice that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 10, 2017 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its October 16, 2017 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the subject ordinance;

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

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

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

A 6.94-acre tract of land that is comprised of portions of the three parcels identified with the Phelps County Assessor’s account numbers of 9668, 8024, and 8025.

SECTION 2: 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 rezoning process has been completed by the City Council.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

V. B. 4.
DESCRIPTION

A fractional part of Lot 104 of RAILROAD ADDITION, Rolla, Missouri, and, a fractional part of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 11, Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Southeast Corner of Lot 104 of said RAILROAD ADDITION; thence South 88°37'40" West, 422.48 feet along the South line of said Lot 104 to the easterly right of way of the BNSF Railroad; thence northerly, 400.26 feet along the arc of a curve, concave westerly with a radius of 2010.00 feet, the chord of which is North 34°31'50" East, 399.69 feet, and, North 28°49'40" East, 121.72 feet, all along said easterly right of way; thence North 72°01'40" East, 351.05 feet; thence South 89°46'30" East, 153.22 feet to the southeast corner of Lot 1, Block 1 of RIDGEVIEW ADDITION, Rolla, Missouri, also being a point on the westerly line of a parcel described in Phelps County Deed Records at Book 150, Page 168; thence South 2°01' East, 528.64 feet along said westerly line to the South line of the aforesaid Southwestern Quarter of the Northwest Quarter of the Southwest Quarter; thence South 89°12'10" West, 368.60 feet along said South line to the point of beginning. Above described tract contains 6.94 acres, more or less, per plat of survey J-2207A, dated September 14, 2017, by Archer-Elgin Surveying and Engineering, LLC.

TEMPORARY EASEMENT

A temporary easement in a fractional part of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 11, Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Southeast Corner of Lot 1, Block 1 of RIDGEVIEW ADDITION, Rolla, Missouri, also being a point on the westerly line of a parcel described in Phelps County Deed Records at Book 150, Page 168; thence South 2°01' East, 99.38 feet along said westerly line; thence North 89°19'40" West, 196.83 feet; thence North 50°23'10" West, 95.28 feet; thence North 72°01'40" East, 119.35 feet; thence South 89°46'30" East, 153.22 feet to the point of beginning. Per plat of survey J-2207A, dated September 14, 2017, by Archer-Elgin Surveying and Engineering, LLC.

INGRESS/EGRESS AND ROAD EASEMENT

An ingress/egress and road easement in a fractional part of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 11, Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of said Section 11; thence South 89°13'20" West, 295.49 feet along the South line of said Southwest Quarter of the Northwest Quarter of the Southwest Quarter to the southwestern corner of a parcel described in Phelps County Deed Records at Book 150, Page 168, thence North 2°01' West, 60.01 feet along the westerly line of said Book 150, Page 168 parcel; thence North 89°13'20" West, 298.55 feet to the East line of said Book 150, Page 168 parcel; thence South 0°54'50" West, 60.03 feet along said East line to the point of beginning. Per plat of survey J-2207A, dated September 14, 2017, by Archer-Elgin Surveying and Engineering, LLC.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Final Reading

SUBJECT: A request to adjust the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue through the minor subdivision process.

(RCP)
MEETING DATE: 11-06-2017

GENERAL INFORMATION:

APPLICANT: There are two parcels (the subject parcels) in this subdivision process that will be reconfigured. All parcels are owned by Randy Clayton Properties (RCP) (the applicant). The applicant’s mailing address is 713 Houston Road, Rolla, Missouri, 65401.

ENGINEER OF RECORD: The engineering/surveying firm that created the subdivision plat map for this project is Lortz Surveying LLC.

LOCATION: The subject parcels are located in the city of Rolla, Phelps County, Missouri, at 2409 and 2419 North Bishop Avenue (also known as U.S. Highway 63), which is about 2000 feet north of the intersection of U.S. Highway 63 and Interstate 44. The Phelps County Assessor’s Account Numbers are 4043 (2419 N. Bishop Ave.) and 4043.01 (2409 N. Bishop Ave.). The legal descriptions on the attached plat map in Figure 3-A entail a specific location.

CURRENT ZONING/USE: The subject parcels are located in the Highway Commercial District (C-3). This district is “intended for business uses which provide essential commercial services and support activities…that require high visibility…” (Rolla Planning and Zoning Book, Section 42-192). The current use of the properties is the sale of motor-vehicle accessories/parts.

PROJECT DESCRIPTION: The applicant is proposing to use the minor subdivision process to adjust the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue. In essence, the legal descriptions for these two parcels will be reconfigured to enlarge Lot 2 (2409 N. Bishop Ave.) from about 0.3 acres to 0.75 acres and to shrink Lot 1 (2419 N. Bishop) from about 10.4 acres to 10.32 acres. In addition, this subdivision process will allow the city to recognize a county-recorded division of land that is currently unrecognized by the city (i.e. will allow an ‘illegal’ subdivision to become legal).

PROCESS: The applicant submitted a draft Final Plat that has been reviewed by the relevant staff of Rolla’s municipal government and by the staff of Rolla Municipal Utilities (RMU). After review, said staff proceeded to communicate to the applicant and his/her/their surveyor the findings of said review (See Figure 3-B for Rolla’s Public Works Department’s comment memorandum and Figure 3-C for RMUs comment memorandum). After review of said findings, the applicant/surveyor submitted a revised Final Plat (See Figure 3-A) to the Community Development Department. The revised Final Plat was reviewed again by relevant city and
utilities staff. Since then, all relevant staff has verified that the revised version of the Final Plat meets the requirements to which they refer.

**AREA AND BULK REQUIREMENTS:** The current and future bulk and area specifications for the subject parcels meet C-3 bulk and area requirements.

**PUBLIC COMMENT:** No public comments or issues have been submitted to the city.

**ACTION REQUIRED:** The action requested from the City Council is to conduct the Final Reading of RCP’s proposal to adjust the boundary lines of the subject parcels through the minor subdivision process. If this proposal is approved, it is requested that an ordinance that enacts this proposal through law be approved.

Attachments (Ordinance, Fig.3-A to Fig. 3-C)

\[ \text{V.C.2.} \]
ORDINANCE NO. __________

AN ORDINANCE TO APPROVE THE ADJUSTMENT OF THE BOUNDARY LINES OF THE PARCELS THAT ARE KNOWN AS 2409 AND 2419 NORTH BISHOP AVENUE THROUGH THE SUBDIVISION PROCESS. (RCP)

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

SECTION 1: An ordinance approving the adjustment of the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue through the subdivision process.

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


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
Memo

TO: Community Development

FROM: Everett Briggs/Public Works Staff

Cc: Jason Lortz, SH, DP, DJ, DF, TF, AM, File

DATE: September 21, 2017

SUBJECT: Review of Final Plat of RCP Subdivision

The Public Works staff has completed review of the above referenced plat and except for the following finds it to be in accordance with City of Rolla, Missouri Subdivision codes:

1) The zoning of this subdivision is C-3. Therefore a park dedication or cash in lieu of payment will not be due at this time.
2) A Land Development Permit (LDP) for Lot No.1 of this subdivision will be required when it is developed. This fee would be calculated as follows:
   LDP fee (C-3) = $600 + $150 per acre
3) A Land Development Permit for Lot No.2 of this subdivision would not be required as it is less than one acre in size. However, all Best Management Practices (BMP’s) should be used by the developer to insure that all sediment stays on the lot.
4) The need for storm water detention facilities for this subdivision will be determined by the Public Works Director. If approved by the Public Works Director a fee in lieu of Storm Water Detention facilities will be applied to this subdivision. This fee would be calculated as follows:
   Cash in Lieu of fee = $1500 per acre ($1,500 minimum)
5) The north boundary of the tract as labeled meets closure requirements.
6) Need to add the word Subdivision to the title.
7) Need to show city limits on the plat.
8) Need to show the set back lines on the plat and update the line symbol legend.
9) Need to show the existing 20 foot wide sanitary sewer easement on the city’s sanitary sewer that runs across the northeast corner of this tract. This easement is located at Document No. 9300712 in the Phelps County Recorder’s Office.
10) There is also an existing 20 foot wide utility easement running across Lot 2 and under the existing building shown. This easement is located Book 375/Page 298 at the Phelps County Recorder’s Office.
11) Since this property will have a Bishop Avenue address we need to add Bishop Avenue to U.S. Highway 63 and show its width.
12) Need to show Steve Flowers as the interim Community Development Director.
13) The Rolla city codes can be accessed online at www.rollacity.org and then click on the city ordinance button.

An Equal Opportunity Employer
MEMO

To: James Shields

From: Vicki Casoar

Subject: Development Review Committee

Date: September 25, 2017

RMU has reviewed the articles submitted for discussion at the September 26th meeting and provides the following comments:

1. Rezone 601 N. Elm (G.R.A.C.E.): RMU has no comments.

2. Rezone 6.94 Acre Tract (City of Rolla): Both water and electric services to the property will require relocation due to the Hwy 72 Extension project. The purchaser will be responsible for installing a water service connection, including a new water main tap, a meter pit near Strohbach and a service line from the residence to the new point of connection. RMU will reconfigure the electric service to the point of connection with RMU's system.

3. RCP Subdivision (RCP): RMU has no comments.

c: Rodney Bourne, RMU General Manager
   Chad Davis, RMU Operations Manager
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: 11/06/2017

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

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 ON 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
Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center (SCCC) and the City of Rolla ("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 ACC 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, 2018 through February 28, 2019 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. Upon the mutual agreement of both parties, this agreement may be renewed for two (2) additional one-year periods, or any portion thereof.

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.

   a. 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 with offenders.

   b. 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.

   c. 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.

   a. 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.

   b. 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.

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, sccks, 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 refuel 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, 2019.
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:

__________________________________________________________________________
Louis J. Magdits, IV - Mayor
City of Rolla

Date

__________________________________________________________________________
Jeff Norman, Warden
South Central Correctional Center
Missouri Department of Corrections

Date

__________________________________________________________________________
Alana Boyles, Director
Division of Adult Institutions
Missouri Department of Corrections

Date
ATTACHMENT 1

MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL

D2-11.10 Staff Member Conduct

Signature on File

George A. Lombardi, Department Director

I. 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;
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 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.

5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

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.
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 or 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 chauffeur's 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

TO

FROM

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

TIME

DATE

A.M

P.M

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

SIGNATURE

DATE

218-97-705: 11-18

DISTRIBUTION: WHITE DOC BLUE CANARY CONTRACT STAFF

VER0214
- 15 -
CITY OF ROLLA  
CITY COUNCIL AGENDA  

DEPARTMENT HEAD: Steve Hargis  
ACTION REQUESTED: First Reading  

ITEM/SUBJECT: Sewer User Rates  

BUDGET APPROPRIATION (IF APPLICABLE)  
DATE: 11/06/17  

COMMENTARY: The attached ordinance sets the sewer user rates for the next four years.  
To date we have charged for sewer service based solely on water use. Our efforts in reducing  
inflow and infiltration (I&I) into our collection system has made it clear that a significant portion  
of our costs has to do with the operation, maintenance, repair and replacement of our collection  
system. The cost of this activity has more to do with the age of the system and not water use.  
Treatment costs, on the other hand are driven by volume and the amount of pollutants.  
We are proposing a three part sewer rate going forward.  
The first part of the rate is a user rate based on the number of gallons of water use. This portion  
of the fee is to cover the cost of providing the treatment wastewater receives at our three  
wastewater plants before it is discharged in the area watersheds. We are anticipating changes  
in our discharge permits with DNR in 2018. It is estimated that over the next five years we will  
be required to invest approximately $25 million in plant improvements primarily at our Southeast  
and Vichy Road Treatment Plants. This rate needed for these planned improvements plus  
sewer treatment operations is to be estimated to be $5.25/ 1000 gal of water use. We also  
estimate that this rate per 1000 gal should stay the same for the next four years. This proposed  
rates is listed in the first part of the proposed Section 35-126, Basic user for metered users.  

Over this same four year period of time we are proposing the implementation of a Service  
Availability Fee (SAF). This fee is to be based on the cost of operation, maintenance and  
replacement of our sewer collection system. This service availability fee is a set charge per  
month and has been set based on the customer’s water meter size. Most of our meters in the  
system are one inch or (97%). For these customers we are recommending an ultimate $12 per  
service availability fee implemented over a four year period. The monthly service availability fee  
for larger meters used by large commercial activities has been adjusted upward to more fairly  
reflect the impact these large users have on the size of the collection system pipe they are  
connected to. These proposed rates are listed in the second half of the proposed Section 35-126  
Basic user for metered users.  

By way of comparison the amount charged monthly to a customer with a one inch meter using  
5000 gal would be the following:  

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
</table>

Included in the write up is a survey comparing Rolla rates with a sample of Missouri Cities. Both  
our proposed Service Availability Fee (SAF) and our Flow Charge per 1000 gal fall within the  
range of fees charged state wide for sewer service.  

\[ VI \cdot Bi \]
Using data from our metered residential usage an equivalent annual rate for non-metered users will be implemented and are listed in Section 35-127 Basic user rate for non-metered residential users and is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$325.75</td>
</tr>
<tr>
<td>2018</td>
<td>$365.40</td>
</tr>
<tr>
<td>2019</td>
<td>$377.28</td>
</tr>
<tr>
<td>2020</td>
<td>$389.16</td>
</tr>
<tr>
<td>2021</td>
<td>$401.04</td>
</tr>
</tbody>
</table>

The third part of the sewer user charge is based on the amount of pollutants measured on the pounds of BOD (biochemical oxygen demand) and pounds SS (suspended solids). As it stands today we have no users contributing wastewater pollutant levels in excess of what is considered normal domestic waste. Section 35-128 Surcharge Rate sets the surcharge for treating excess BOD and SS in the wastewater stream. Section 35-129 Computation of surcharge establishes the method used to calculate this surcharge. We presently have no customers contributing wastewater with high BOD or SS.

Staff recommends approval.
# Sewer Rate Survey 20 Missouri Cities

## Monthly Sewer Rate Comparison July 2017

<table>
<thead>
<tr>
<th>Town</th>
<th>Population</th>
<th>Base rate (SAF)</th>
<th>Flow charge /1000 gal (usage)</th>
<th>Proposed Monthly Sewer Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$18.33 for first 4K gal</td>
<td>$</td>
<td>2017-2018</td>
</tr>
<tr>
<td>O'Fallon</td>
<td>86,274</td>
<td>$18.33 for first 4K gal</td>
<td>$2.57</td>
<td>$20.90</td>
</tr>
<tr>
<td>Festus</td>
<td>12,104</td>
<td>$6.83 first 1K gal</td>
<td>$4.25</td>
<td>$23.83</td>
</tr>
<tr>
<td>Independence</td>
<td>116,530</td>
<td>$6.83 first 1K gal</td>
<td>$2.67</td>
<td>$25.35</td>
</tr>
<tr>
<td>Rolla</td>
<td>19,559</td>
<td>$5.15 for first 1K gal</td>
<td>$5.15</td>
<td>$25.75</td>
</tr>
<tr>
<td>Columbia</td>
<td>108,500</td>
<td>$5.15 for first 1K gal</td>
<td>$3.17</td>
<td>$27.43</td>
</tr>
<tr>
<td>Wentzville</td>
<td>37,395</td>
<td>$9.14</td>
<td>$3.74</td>
<td>$27.84</td>
</tr>
<tr>
<td>Lee's Summit</td>
<td>96,076</td>
<td>$9.53</td>
<td>$4.09</td>
<td>$29.98</td>
</tr>
<tr>
<td>St. Charles</td>
<td>69,293</td>
<td>$3.06</td>
<td>$5.45</td>
<td>$30.31</td>
</tr>
<tr>
<td>Nixa</td>
<td>21,201</td>
<td>$11.25</td>
<td>$3.86</td>
<td>$30.55</td>
</tr>
<tr>
<td>Ozark</td>
<td>17,820</td>
<td>$9.26 first 1K gal</td>
<td>$5.49</td>
<td>$31.22</td>
</tr>
<tr>
<td>Springfield</td>
<td>167,319</td>
<td>$18.52</td>
<td>$2.70</td>
<td>$32.02</td>
</tr>
<tr>
<td>St Louis</td>
<td>315,685</td>
<td>$19.46</td>
<td>$2.68</td>
<td>$32.86</td>
</tr>
<tr>
<td>Joplin</td>
<td>52,195</td>
<td>$25.39</td>
<td>$1.67</td>
<td>$33.74</td>
</tr>
<tr>
<td>Jefferson City</td>
<td>43,013</td>
<td>$11.33</td>
<td>$4.57</td>
<td>$34.18</td>
</tr>
<tr>
<td>Kirksville</td>
<td>17,519</td>
<td>$12.50</td>
<td>$4.80</td>
<td>$36.50</td>
</tr>
<tr>
<td>Sedalia</td>
<td>21,489</td>
<td>$9.75</td>
<td>$5.45</td>
<td>$37.00</td>
</tr>
<tr>
<td>Moberly</td>
<td>13,863</td>
<td>$9.00</td>
<td>$5.69</td>
<td>$37.45</td>
</tr>
<tr>
<td>Excelsior Springs</td>
<td>11,522</td>
<td>$12.22</td>
<td>$5.31</td>
<td>$38.77</td>
</tr>
<tr>
<td>Hannibal</td>
<td>17,916</td>
<td>$9.00</td>
<td>$6.10</td>
<td>$39.50</td>
</tr>
<tr>
<td>Raytown</td>
<td>29,261</td>
<td>$14.7 for first 1K gal</td>
<td>$8.28</td>
<td>$47.82</td>
</tr>
</tbody>
</table>

**MAX:** $47.82  
**AVERAGE:** $32.15  
**MIN:** $20.90
ORDINANCE NO.___________

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

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

Section 1: That Sections 35-125, 35-126, 35-127, 35-128, 35-129 and Appendix “A” of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

Section 2: That new Sections 35-125, 35-126, 35-127, 35-128 and 35-129 of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby enacted in lieu thereof follows:

Sec. 35-125. Basis for wastewater service charges.

The wastewater service charge for the use of and for service supplied by the wastewater facilities of the City of Rolla shall consist of a service availability fee for the operation and maintenance of the collection system and a basic wastewater treatment user charge for wastewater treatment operation, maintenance and replacement, sewer system reserve fund, and a surcharge rate for BOD and SS.

The service availability fee shall be based on the estimated cost for the collection system operation, maintenance and replacement costs.

The basic wastewater treatment user charge shall be based on water usage as recorded by water meters and having the following normal concentrations:

(a) A five day, 20 degree centigrade (20°C) biochemical oxygen demand (BOD) of 200 mg/l.

(b) A suspended solids (SS) content of 250 mg/l.

It shall consist of treatment operation, maintenance and replacement costs plus sewer system reserve fund costs and shall be computed as follows:

(a) Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year and a sewer system reserve fund, for all works categories.
(b) Proportion the estimated costs to wastewater facility categories by Volume, Suspended Solids and BOD, if possible.

(c) Estimate wastewater Volume, pounds of SS and pounds of BOD to be treated.

(d) Proportion the estimated costs of non-industrial users by Volume, Suspended Solids and BOD.

(e) Compute costs per 1,000 gallons for normal sewage strength.

(f) Compute surcharge costs per pound and BOD and SS in excess of normal sewage strength.

A surcharge will be levied to all users whose wastewater exceeds the normal concentrations for BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes, which exceed the 200 mg/l and 250 mg/l concentration for BOD and SS respectively. Section 35-129 specifies the procedure to compute a surcharge.

That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in Section 35-126, shall be deposited in a separate non-lapsing fund known as the Operation, Maintenance and Replacement Fund and will be kept in two primary accounts as follows:

(a) An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of both collection and treatment works (Operation and Maintenance Account).

(b) An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works (Replacement Account). Deposits in the replacement account shall be made annually from the operation, maintenance, and replacement revenue in the amount of $272,189 annually.

The adequacy of the service availability fee and the wastewater service charge shall be reviewed annually by accountants for the City of Rolla and presented in their annual audit report. The service availability fee and wastewater service charge shall be revised periodically to reflect a change in operation and maintenance costs, replacement costs, or the sewer system reserve fund.
The City will review the user charge system every year and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation, maintenance and replacement of the treatment works.

The volume of flow used for computing basic user charges and surcharges shall be the metered water consumption read to the lowest even increment of 1,000 gallons.

(a) If the person discharging wastes into the public sewer procures any part, or all, of his water from sources other than the City of Rolla Water System, all or a part of which is discharged into the public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the Public Works Director for the purpose of determining the volume of water obtained from these other sources.

(b) Devices for measuring the volume of waste discharged may be required by the Public Works Director if these volumes cannot otherwise be determined from the metered water consumption records.

(c) Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation such meters may not be removed, unless service is cancelled, without the consent of the Public Works Director. (Ord. 2136, §2; Ord. 2886, §3; Ord. 3486, §2; Ord. 3881, §2)

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

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

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

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

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2018</th>
<th>$5.25/1,000 gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 1, 2019</td>
<td>$5.25/1,000 gallons</td>
</tr>
<tr>
<td></td>
<td>January 1, 2020</td>
<td>$5.25/1,000 gallons</td>
</tr>
<tr>
<td></td>
<td>January 1, 2021</td>
<td>$5.25/1,000 gallons</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2018</th>
<th>Water Meter Size</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Up to 1&quot;</td>
<td>$3.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.5&quot;</td>
<td>$4.25/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.0&quot;</td>
<td>$6.25/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.0&quot;</td>
<td>$12.50/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.0&quot;</td>
<td>$18.75/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.0&quot;</td>
<td>$31.25/month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2019</th>
<th>Water Meter Size</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Up to 1&quot;</td>
<td>$6.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.5&quot;</td>
<td>$8.50/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.0&quot;</td>
<td>$12.50/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.0&quot;</td>
<td>$25.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.0&quot;</td>
<td>$37.50/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.0&quot;</td>
<td>$62.50/month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2020</th>
<th>Water Meter Size</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Up to 1&quot;</td>
<td>$9.00/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.5&quot;</td>
<td>$12.75/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.0&quot;</td>
<td>$18.75/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.0&quot;</td>
<td>$37.50/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.0&quot;</td>
<td>$56.25/month</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.0&quot;</td>
<td>$93.75/month</td>
</tr>
</tbody>
</table>
As of first billing after  

<table>
<thead>
<tr>
<th>Water Meter Size</th>
<th>January 1, 2021</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1&quot;</td>
<td></td>
<td>$12.00/month</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td></td>
<td>$17.00/month</td>
</tr>
<tr>
<td>2.0&quot;</td>
<td></td>
<td>$25.00/month</td>
</tr>
<tr>
<td>3.0&quot;</td>
<td></td>
<td>$50.00/month</td>
</tr>
<tr>
<td>4.0&quot;</td>
<td></td>
<td>$75.00/month</td>
</tr>
<tr>
<td>6.0&quot;</td>
<td></td>
<td>$125.00/month</td>
</tr>
</tbody>
</table>

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be determined by the responsible plant operating personnel and approved by the city council.

The user charge rates established in this Article apply to all users, regardless of their location, of the City's treatment works. (Ord. 2391, §1; Ord. 2556, §1; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1; Ord. 4166, §1)

Section 35-127. Basic user rate for non-metered residential users.

All residential non-metered users of wastewater facilities shall pay a flat rate annual charge to cover the charge per 1,000 gallons usage and the service availability fee equivalent to a one-inch water meter.

The flat rate annual charge for non-metered users shall be as follows:

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2018</td>
<td>$365.40 per year</td>
<td></td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>$377.28 per year</td>
<td></td>
</tr>
<tr>
<td>January 1, 2020</td>
<td>$389.16 per year</td>
<td></td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>$401.04 per year</td>
<td></td>
</tr>
</tbody>
</table>

The Public Works Director may require such flat rate user to install a metering device on the water supply to measure the amount of service supplied and to adjust the annual user fee accordingly. (Ord. 2391, §2; Ord. 2459, §2; Ord. 2556, §2; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117,
§1; Ord. 4166, §1)

Sec. 35-128. Surcharge rate.

The rates for surcharges for BOD and SS shall be as follows:

Unit BOD charge of $0.926 per pound.

Unit SS charge of $0.741 per pound.

(Ord. 2136, § 2; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1; Ord. 4166, §1)

Sec. 35-129. Computation of surcharge.

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

Total monthly charge to extra strength user =
V ($5.25/1000 gal unit charge) + V ($0.926/1000 gal unit BOD charge) (BODes-BODnd)(.00834) + V ($0.741/1000 gal unit SS charge) (sees - SEND)(.00834)

Where:
V is the Volume of wastewater in 1000 gallons discharged by the extra strength user during the month.
Unit flow charge is in $/1000 gal from paragraph 4
Unit BOD charge is in $/lb BOD from paragraph 4
Unit SS charge is in $/lb SS from paragraph 4
BOD is the normal BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.
SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance and .00834 is a unit conversion factor.
es is extra strength
nd is normal domestic
(Ord. 2136, § 2; Ord. 2886, §3)
Section 3: This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges on January 1, 2018.


APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator  ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution to Extend Lease with Downtown Barber Shop

BUDGET APPROPRIATION (IF APPLICABLE) $8,280  DATE: November 6, 2017

COMMENTARY:

The City has leased property at 1004 N. Pine Street to the Downtown Barber Shop since 1995. It’s been a very good relationship for both parties. The current lease expires at the end of November. Attached is a three-year extension through December 31, 2020 in the amount of $690/month a 7%+ increase over the last lease.

Recommendation: Motion to approve the resolution.
RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AMENDMENT TO COMMERCIAL LEASE BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE DOWNTOWN BARBER SHOP.

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 is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Amendment to Commercial Lease between the City of Rolla, Missouri, and the Downtown Barber Shop, for property located at 1004 N. Pine Street.

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


APPROVED:

ATTEST:

Mayor

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT is made and entered into this 1st day of December 2017, by and between the CITY OF ROLLA, MISSOURI, Lessor, and Downtown Barber Shop, a Missouri corporation, Lessee.

WHEREAS, Lessor and Lessee did enter into a Lease Agreement dated January 10, 1995, covering premises in the county of Phelps, State of Missouri known and numbered at 1004 North Pine Street, Rolla, Missouri, all as more particularly described therein; and,

WHEREAS, said Lease was renewed by Lessee on January 1, 1998, January 2, 2001, December 1, 2003, December 1, 2011 and December 1, 2014.

WHEREAS, Lessor and Lessee wish to provide for an extension and modify other terms and conditions of said Lease.

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

1) The term of the Lease shall be extended for an additional period of Three (3) years commencing on December 1, 2017 and ending on December 31, 2020.

2) Said Lease shall be modified as set forth hereafter:

   (a) The rental for the premises shall be Six Hundred Ninety Dollars ($690.00) per month during the term of this lease.

3) Except as specifically modified herein, all other terms and conditions of the Lease Agreement and subsequent Amendments referred to above shall remain in full force and effect.

LESSEE:

________________________________________
Downtown Barber Shop

LESSOR:

________________________________________
Louis J. Magdits, IV
Mayor
City of Rolla, Missouri
COMMERCIAL LEASE

THIS LEASE, made and entered into this 10th day of January, 1995, by and between the City of Rolla, Missouri, hereinafter referred to as "LESSOR", and Downtown Barber Shop, hereinafter referred to as "LESSEE."

WITNESSETH:

That LESSOR hereby leases unto LESSEE AND LESSEE hereby takes from LESSOR as LESSEE the following premises situated in the County of Phelps, State of Missouri, to-wit:

A space containing approximately 955 square feet located in the Police Building, such space being more commonly known as the Downtown Barber Shop and numbered as 1004 North Pine Street, Rolla, Missouri, and outlined in yellow on Exhibit "A" attached.

upon the following terms and conditions which the respective parties covenant and agree to keep and perform, to-wit:

1. **Term.** This tenancy shall commence on the 10th day of January, 1995, and terminate on the 31st day of December, 1997, and may be renewable for one additional three (3) year period unless LESSEE provides LESSOR written notification on or before September 30, 1997, that LESSEE intends this lease to terminate on December 31, 1997.

2. **Improvements.** LESSEE shall be responsible for all the improvements to be made to the premises. LESSEE shall be responsible for the payment of all costs and expenses incurred as a result of the improvements.

3. **Rent.** The rental for the premises shall be Four Hundred Sixty Dollars ($460.00) per month for the first three (3) years of this lease. Rent for the additional three (3) year period shall be increased based on the preceding year CPI. Rent shall be payable in advance on the 10th day of each and every month during the term of this lease.

4. **Entry and Inspection.** LESSEE shall permit LESSOR or LESSOR's agents to enter the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LESSOR at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

5. **Insurance.** LESSEE, at LESSEE's expense, shall maintain public liability and property damage insurance insuring LESSEE and LESSOR with minimum coverage as follows:

\[\text{ Signature }\]
$1,000,000, combined single limit, 
$100,000 property damage.

LESSEE shall provide LESSOR with a Certificate of Insurance naming LESSOR as additional insured. The Certificate shall provide for a ten (10) day written notice to LESSOR in the event of cancellation or material change of coverage.

LESSOR shall maintain casualty insurance, including insurance against damages caused by fire, wind and hail, with respect to all buildings and improvements located on the premises.

LESSEE hereby waives any and all rights of subrogations against LESSOR which might otherwise exist pursuant to said insurance.

6. Maintenance and Repairs. LESSEE shall maintain the interior of the building located on premises in as good condition as received, normal wear and tear excepted.

LESSOR shall maintain in good and safe condition and repair all other portion of the premises, including, but not limited to, the exterior and roof of the building located on the premises. LESSOR shall maintain sidewalks and driveways in good and safe condition and repair. LESSOR shall save, hold harmless, indemnify and defend LESSEE against any claim brought by any person or entity relative to the normal condition of the sidewalks and driveways located on the premises.

7. Utilities. LESSOR agrees that LESSOR shall be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises.

8. Taxes. LESSOR shall be responsible for the payment of City and County real estate taxes.

9. Condemnation. If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession. LESSEE shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation. However, LESSOR may, at LESSOR's option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the LESSOR, and LESSEE shall not be entitled to any part thereof, provided, however, that LESSEE shall be entitled to retain any amount awarded to LESSEE for LESSEE's trade fixtures or moving expenses.
10. **Trade Fixtures.** LESSEE may, upon the termination hereof, remove all of LESSEE's trade fixtures and equipment, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

11. **Destruction of Premises.** In the event of substantial partial or complete destruction of the premises, this lease shall terminate and LESSOR shall return to LESSEE prepaid and unaccrued rental from the date of such destruction. In the event of insubstantial destruction, LESSOR shall repair the premises within a reasonable period of time, and the rent due hereunder shall be reduced proportionally which such repairs are being made.

12. **LESSEE's Default.** In the event of any breach of this lease by LESSEE, LESSOR shall provide LESSEE written notification of the alleged breach and request abatement of the breach. In the event that LESSEE shall not abate the alleged breach within fifteen (15) days of LESSEE's receipt of such notice, the breach shall constitute a default under this lease, and LESSOR shall be entitled to proceed with legal remedies against LESSEE.

13. **Choice of Law.** This lease shall be deemed to have been made in the State of Missouri and shall be construed according to the laws of the State of Missouri.

14. **Severability.** The parties agree that should any clause, sentence or paragraph of this lease be determined void, invalid, illegal or unenforceable, the remaining provision shall remain in full force and effect, and to that extent, the terms of this lease are severable.

15. **No Constructive Waiver.** No failure of a party to enforce any term of this lease shall be deemed to be a waiver.

16. **Notices.** Any notice which either party may or is required to give under this lease shall be given by mailing the same, postage prepaid, to LESSEE at 1004 North Pine Street, or LESSOR at P.O. Box 979, Rolla, Missouri, 65401, or at such other place as may be designated by the parties from time to time.

17. **Time.** Time is of the essence of this lease.

18. **Heirs, Assigns and Successors.** This lease is binding upon and inures to the benefit of the parties' successors and assigns, and the LESSOR's personal representatives, heirs, devisees and legatees, if applicable.

19. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by all parties.
IN WITNESS WHEREOF, the parties have executed the foregoing agreement the day and year first above written.

I. LESSEE:

Downtown Barber Shop

By: [Signature]

II. LESSOR:

City of Rolla, Missouri

By: [Signature] (Title)

ATTEST:

[Signature] (City Clerk)

(City Seal)
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution for Tourism Contract for Service with Rolla Area Chamber of Commerce

BUDGET APPROPRIATION (IF APPLICABLE) $255,000+/- DATE: 11/06/2017

COMMENTARY:

In 1993 with the active support of the Chamber the City successfully passed a 3% sales tax on hotel/motel rooms for tourism-related efforts. In April 1993 an open-ended contract was executed by the City authorizing the Chamber to act as the contracted visitor and tourism bureau – a condition in the statutory authority to implement said tax (RSMo 94.830). In October 2017 Mayor Magdits and I met with a Chamber Committee to review all three agreements in detail. A red-lined version of same is provided for Council consideration. The primary agreement is:

The Contract for Service – Tourism/Promotion which provides a two year contract that establishes accountability and reporting requirements to City (quarterly) and outlines the obligations by the Chamber.

Recommendation: Motion to authorize the Resolution approving the Tourism Contract for Service with the Chamber.

ITEM NO. 

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

94.830. 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.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR SERVICE BETWEEN THE ROLLA AREA CHAMBER OF COMMERCE AND THE CITY OF ROLLA, MISSOURI FOR TOURISM/PROMOTION.

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 he is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Contract for Service between the Rolla Area Chamber of Commerce (RACC) and the City of Rolla, Missouri, for tourism/promotion, a copy of said contract being attached hereto and marked Exhibit A.

Section 2: That this resolution 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

\[\text{VI} \cdot \text{D.J.}\]
CONTRACT FOR SERVICE – TOURISM/PROMOTION

THIS CONTRACT, made and entered into this 2017th day of November, 2017, by and between the City of Rolla, Missouri, hereinafter referred to as the “City,” and the Rolla Area Chamber of Commerce (RACC), a not-for-profit Missouri corporation, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the Contractor wishes to promote the community to tourists, convention planners and other visitors at a cost not to exceed the amount generated and collected by the motel tax authorized by the voters of the City of Rolla and by RSMo 94.830; and

WHEREAS, the City wishes to retain the services of the Contractor to promote tourism and conventions in the City; and

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

1. TERM

The term of this contract shall be from January 1, 2018 to December 31, 2019, with two (2) one-year extensions permitted by mutual consent of the City Council and the Contractor, subject to any changes to which both the Rolla City Council and the Rolla Area Chamber of Commerce must assent to in writing.

2. SCOPE OF SERVICES

The City will engage the services of the Contractor to establish and perform services which are specifically described in the Contractor’s proposal included herein as Sections A and B.

A. City Obligations. The City of Rolla shall be obligated to the following:

1. The City of Rolla shall pass through the proceeds of the motel tax less any amounts stipulated in the Fiscal Agent Agreement revised and dated November 20, 2017, by means of this Contract to the RACC in order that the RACC may manage the Visitor Center Property, and the (also known as the old Rolla Ranger Site) in Rolla, Missouri, and engage in such other activities that appropriately support the promotion of the City to tourists, convention planners and other visitors to the community.

2. The City shall provide billing and collection services in accordance with the Fiscal Agent Services Agreement.

3. The City shall provide timely basic snow removal services for the Visitor Center parking lots.

4. If determined necessary by the City and Chamber the City will be responsible for extending the parking lot and looped service road and drive as funds are available.
B. RACC Obligations. The Rolla Area Chamber of Commerce shall be obligated
to expend the proceeds of the motel tax in the following manner:

1. The RACC will present an Annual Report, including a detailed budget
to the City of Rolla at a mutually agreed upon time and place, but not later than
the first Council Meeting in February of the subsequent year. Reportable
expenses include but are not limited to the following: clear allocation of labor
between traditional Chamber functions and tourism related activities contained
herein, insurance, utilities, future capital improvements or new construction, and
repair, refurbishment, remodeling, maintenance and landscaping of the Visitor
Center Property/Rolla Ranger Site.

It is understood and agreed by all parties that the City shall in no event incur
indebtedness or act as guarantor or endorser of the credit of the RACC, nor shall
any City revenue be pledged or encumbered for the benefit of the RACC except
as consideration for services rendered under the Contract.

2. The Annual Report and budget will provide for sufficient funds for the
general and administrative expenses necessary for the operation of the Visitor
Center site including, but not limited to, salaries, telephone, postage, supplies,
maintenance and insurance. The Chamber’s intention, subject to sufficient
income is to keep the Center open seven days a week, March through September;
except for certain designated holidays.

3. The Annual Report will provide sufficient funds for the purchase of
materials and support for activities that will directly and constructively promote
Rolla and Phelps County and the use of the Visitor Center. These activities
include, but are not limited to, the following:

   a.— Developing and maintaining a strategic marketing plan and
       advertising campaign for the Rolla area that appeals to the leisure,
       sports and business traveler; utilizes the area’s cultural heritage;
       promotes the park-like atmosphere of the property; maintaining an
       effective website to include the centralized Calendar of Events; and
       maintain an active presence on social media to include the use of
       professional marketers/consultants on an as-needed basis.

   b.— Promoting the park-like atmosphere and maintaining the historical
       integrity of the Rolla Ranger Site by cooperating with the City of Rolla
       and the Phelps County Historical Society for the enjoyment of visitors and
       residents alike.

   c.— Working with regional partners in planning, promoting and
       advertising the region.

   d.— Developing sample itineraries based on a theme, i.e., Route 66, Area
       History, Wineries, Theatre and Cultural Events, National Forest/Outdoors,
       Civil War, Seasons.
e. Maintaining an effective website to promote the Rolla Area; website to include the centralized Calendar of Events with regular updates for the lodging community.

f. Establishing a sales function to serve as a trade show representative and as a convention services agent on behalf of the Rolla community.

g. Actively support Rolla’s regional potential as a sports marketplace including promotion of sports tourism, regional and national sport tournaments, the SplashZone and The Centre.

h. Establishing a media function to develop story leads for local, state and national media to generate press interest in the area.

i. Promoting specifically Route 66 history as it pertains to Rolla and Phelps County, with an emphasis on marketing regional car shows to a wider audience.

j. Constantly improving the Visitor Center as a service to residents and travelers alike, including internet access.

k. Work with local community groups to help them promote their events and using the community grant process.

l. Developing in cooperation with the local lodging industry Rolla packages for them to market.

m. Coordinate with RREC in marketing Rolla for economic development.

4. The Rolla Area Chamber of Commerce will produce an audited financial statement prepared by an independent CPA within sixty (60) days after the end of the Chamber’s fiscal year (January 1 to December 31) with a detailed and itemized notation of expenditures and will present same to City Council as part of the first quarter report each year.

3. CONTRACT ADMINISTRATION

The City designates the City Administrator as its representative to whom all communications relating to this contract shall be directed.

The Contractor designates the RACC Executive Director or the Chamber President as its representative for all work performed under this contract.

The aforementioned representatives of both the City and the Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Contract and to agree upon procedures for coordinating the efforts of both parties under this Contract.
4. FURNISHING INFORMATION

All information, data and reports including, but not limited to, city maps, census data and long range planning documents as are existing, available and necessary for carrying out the work shall be furnished to the Contractor by the City, and the City shall cooperate with the Contractor in carrying out the services.

5. COPYRIGHTS

The Contractor shall defend, indemnify and hold the City harmless from any and all claims and causes of action, including attorney's fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS

A. Annual Report and Strategic Plan - The Contractor will furnish to the City at a time that is mutually agreeable to the City and the Contractor, but not later than the first Council Meeting in February of the subsequent year, the plan for the use of the motel tax revenue for the upcoming year. This plan will include, at a minimum, sections that cover Finance, Operations, Planning/Marketing and Human Resources issues.

B. Quarterly Reports - The Contractor shall submit an administrative Progress Report to the City on a quarterly basis which describes the work performed during the most recent quarter (see Exhibit A). This report shall be a synopsis of activities undertaken and shall include such items as directed by the City in a clear and consistent format (outline provided in Exhibit A). This report will include benchmarks to measure the success of the ongoing activities of the Visitor Center (Outline provided in Exhibit B).

C. Other Reports - The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of immediate issues which may require City action.

D. The City shall provide an annual sales tax report (July to June) to the Rolla Chamber by December 1st of each year that includes information needed for the Chamber's year-end report (i.e. total sales tax, hotel/motel and restaurant sales tax receipts).

E. The City shall provide an annual report on tourism related expenses incurred in support of various tourism related activities (i.e. St. Pat’s activities, Summerfest, Arts & Crafts, Celebration of Nations, holiday parades, special tourism events) by January 1st of each year.
7. PERSONNEL

The Contractor will secure such personnel as are necessary to carry out its program. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state law to perform such services. The Contractor will further organize, train, maintain and recognize a volunteer force to supplement the efforts of the paid staff in accomplishing the goals of this Contract. Those volunteers will be under the direct supervision of the Visitor Center Director.

8. PAYMENT

Payments from the City to the Contractor for the services under this Contract will be made as follows:

The balance of the monthly hotel tax receipts less the amounts prescribed in the Fiscal Agent Agreement revised and dated November 2017, 2018 derived from the three (3) percent motel tax will be paid to the Rolla Area Chamber of Commerce by the fifteenth business day of the month.

It is understood and agreed by all parties that the City shall in no event incur indebtedness or act as guarantor or endorser of the credit of the RACC, nor shall any City revenue be pledged or encumbered for the benefit of the RACC except as consideration for services rendered under this contract.

9. TERMINATION

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination within 60 days of the City’s discovery of said failure or violation, unless the failure or violation is corrected within said 60 day period.

10. RIGHT OF AUDIT

A. Contractor’s Books and Records - The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims for the use of the motel tax funds. The City may examine, at any time during regular business hours, such reports and other records at the Contractor’s office, and Contractor agrees that it will produce such records whenever required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor.
B. Subcontractor’s Books and Records - The Contractor agrees to include the substance of this section in all subcontracts to be performed, granting the City the right to audit the books and records pertaining to any such subcontract.

11. INSURANCE

During the performance of all work under this Contract or any subcontractors hereunder, the Contractor and its subcontractors shall maintain the following coverage. Proof of this coverage will be provided annually to the City of Rolla or more often if the insurance coverage is of a lesser term than one year. This Proof of Coverage or Certificate of Insurance shall name the City of Rolla as an additional Insured, except in the case of Worker’s Compensation Coverage.

A. Worker’s Compensation.

B. Commercial Comprehensive General Liability as stipulated in the Lease Agreement.

C. Contractor shall maintain hired and non-owned automobile liability insurance at all times.

D. If at any time Contractor acquires a vehicle for tourism-related services, Contractor will carry Commercial Automobile Liability Insurance with minimum liability limits of $1,000,000 for bodily injury and property damage combined. All coverage evidence required in this Contract must have a thirty (30) day notice of cancellation on the Certificate of Insurance. All Certificates of Insurance shall be sent to the City of Rolla Finance Department two (2) weeks in advance of the lapse of the prior Certificate of Insurance.

E. The City of Rolla shall provide property coverage for the Visitor Center and the historic Forest Service Property buildings as City-owned property and shall withhold the cost of providing coverage from the remittance of hotel/motel lodging tax proceeds (estimated at $2,000/year).

12. DISCRIMINATION

The Contractor agrees, in the performance of this Contract, not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, age, handicap or political opinion or affiliation against any employee of the Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

13. INDEPENDENT CONTRACTOR
The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Rolla, Missouri.

The Contractor and its agents, employees and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor shall they be covered by the Worker's Compensation Program for the City. Contractor will require general and automobile liability coverage and proof of worker's compensation on any sub-contract work considered "high-risk" (i.e. tree trimming, roof repair).

14. INDEMNIFICATION AND LIABILITY

The parties agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect or consequential damages, whether or not caused by or resulting from the City's negligence, arising out of or in any way connected with a breach of this Contract.

B. The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, losses and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with the services performed by the Contractor pursuant to this Contract.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against any and all liability, suits, claims, damages, costs including attorney's fees, losses, outlays and expenses in any manner caused by, arising out of or connected with this Contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

15. APPLICABLE LAWS

The Contractor agrees to comply with all the laws of the United States of America, the State of Missouri and the City of Rolla, which are applicable to work being performed by the Contractor under this Contract.

16. JURISDICTION

The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Contract by the parties shall be in Phelps County, Missouri.

17. NOTICES

All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City of Rolla, P.O. Box 979, Rolla, Missouri 65402, and

VI. D.10.
the Contractor at 1311 Kingshighway, Rolla, Missouri 65401. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

18. CONTINGENCIES

This Contract is contingent upon the Contractor maintaining its status as a not-for-profit corporation in the State of Missouri.

APPROVED BY THE CITY OF ROLLA, MISSOURI, ON THE 20TH DAY OF NOVEMBER, 2017.

ATTEST:

__________________________________________  _______________________________________
City Clerk                                      Mayor

APPROVED BY THE CONTRACTOR ON THE ___ DAY OF NOVEMBER, 2017.

ATTEST:

__________________________________________  _______________________________________
President of the Board, RACC                 Secretary/Treasurer, RACC
Exhibit A

Quarterly Reports

1. Reporting of motel tax revenues
   a) By previous quarter
   b) By year to date vs. budget
   c) By year to date vs. actual over a 5 year period to evaluate trends.

2. Reporting of expenses associated with the motel tax.
   a) By previous quarter (and subdivided by expense category)
   b) By year to date vs. budget year to date.
   c) By year to date vs. actual year to date over a 5 year period to evaluate trends.
   d) Operating expenses for Visitors Center Building.

3. Summary of marketing efforts the past quarter.

4. Summary of marketing efforts for the upcoming quarter.
   Upcoming events that will affect or promote tourism.

5. Status of community wide events and programs currently sponsored or managed by the Chamber.

6. Any issues pertinent to the land and building maintenance (city owned buildings)
Exhibit B

Performance Benchmarks

1. Total amount of Motel Tax collected compared to prior years;
2. Total amount of Rolla Sales Tax collected compared to prior years;
3. Total number of visitors to the Visitor Center compared to prior years;
4. Total number of hits on the tourism website compared to prior years;
5. Summary of impact of tourism grants for a year – visitors/night stays.

Hotel/Motel Occupancy Report
   Includes average Daily Rate, Quarterly Occupancy Percentage, and Financial.
Impact of the local lodging facilities
   Detailed by quarter and compared to previous years

Summary of Annual Advertising and impact
   Print, Radio, Web, Social Media, Billboards

Website Stats

Visitor Center Stats
   Includes number of visitors to the facility

Restaurant/Retail Sales Tax Comparison
   Includes annual comparison of the sales tax collected in these areas to determine
   if the tourism efforts of the RACC are contributing to an increase in the amount of
   tax received to the City of Rolla
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Resolution

ITEM/SUBJECT: Renewal of Visitor Center Property (old Forest Ranger Site) to Chamber

BUDGET APPROPRIATION (IF APPLICABLE) $2,400+ DATE: November 6, 2017

COMMENTARY:

When we last renewed the Service Contract with the Chamber for tourism services, we included a lease that delegated maintenance and upkeep of the old Forest Ranger Site and buildings and to do so with hotel/motel tax proceeds. The attached lease runs parallel with the service contract – 2 years.

The City purchased the old Forest Service Property in 2007 – part of the initial plan/arrangement of building to Visitor Center on the property in 1995. The appraised value of the 9.46-acre site was $511,000, which the City is paying over 20 years at $25,550/year (no interest) – also from hotel/motel tax proceeds.

In an addendum to the lease, the City has included the building structures on our property/casualty coverage through MIRMA though the Chamber picks up their contents/personal property.

Any rents derived from non-public use of the property go into a building fund reserve along with a portion of the hotel/motel tax for ground keeping, landscaping and building repairs.

Recommendation: Motion to approve the resolution authorizing the Chamber’s lease of the Visitor Center Property.
RESOLUTION NO. _________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI THE CHAMBER LEASE-FOREST SERVICE PROPERTY BY AND BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA AREA CHAMBER OF COMMERCE.

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 on behalf of the City of Rolla, Missouri, the Chamber Lease-Forest Service Property by and between the Rolla Area Chamber of Commerce (RACC) and the City of Rolla, Missouri, a copy of said lease being attached hereto and marked Exhibit A.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval.


APPROVED:

ATTEST:

MAYOR

____________________
CITY CLERK

APPROVED AS TO FORM:

____________________
CITY COUNSELOR

VI. E. 2.
CHAMBER LEASE- VISITOR CENTER FOREST SERVICE PROPERTY

THIS LEASE entered into this 2014th day of November, 2017, is made between The City of Rolla, Missouri, Lessor, and The Rolla Area Chamber of Commerce, Lessee.

Parties to this lease covenant and agree as follows:

1. Lessor leases to Lessee and Lessee takes as Lessee the following premises and grounds situated in the City of Rolla, County of Phelps, State of Missouri:

9.46 acres at Bridge School Road and Kingshighway in Rolla, Missouri commonly known as the Forest Service Property.

The premises and grounds set forth above shall be used for a Rolla Area Visitor and Tourism Center and office by Lessee for the entire term of the lease.

Any part of the above described premises and grounds may be or may become subject to one or more historical easements between Lessor and the State of Missouri, Department of Natural Resources. Lessee shall be bound and subject to said easements.

2. The term of this Lease shall commence on the 1st day of January, 2015, and extend through the 31st day of December, 2027. The Lessee shall have two one-year options to renew this lease under these same terms and conditions as set forth herein. The options shall be exercised in writing to Lessor no later than thirty (30) days prior to the expiration of any lease period herein.

3. Lessor shall make annual payments of $25,550 of each year under the term set forth above. Annual payments shall be made under the terms of the Fiscal Agent Agreement executed between the parties on November 28th, December 1, 2017.

In addition to the annual payments, Lessee shall make monthly payments in the amount of $200 for the use of office space for Lessee’s general business functions not directly related to the promotion of tourism. This amount shall be credited to the tourism account and used for maintenance of the Site or other tourism efforts.

4. Any rental income derived from the lessee in its operation of the Visitors’ Center or Forest Service Property shall be credited to the tourism account and used for maintenance of the Site or other tourism efforts. Rates and charges shall be uniformly applied to all users.

5. This Lease shall not be assigned nor shall the premises or any part thereof be let or sublet or used or permitted to be used for any purpose other than as above provided without the written consent of Lessor.
6. Lessee shall keep the exterior and interior of the Visitor Center in good order and repair. Lessee shall also be responsible for maintenance to the interior of the office and maintenance shed. The Lessee shall be responsible for maintaining all other buildings, including the exterior of all buildings, including the Visitor Center as set forth above. The Lessee shall maintain all of the grounds including maintenance of all parking areas and mowing on the grounds as needed. Lessee shall be responsible for maintaining all flower beds and all other beautification efforts on the premises. Lessee shall be responsible for paying all utilities on or associated with the premises herein. Said expenses shall be incorporated into the motel tax/tourism budget and covered by the motel tax revenues under the Contract for Service. Lessor shall be responsible for basic snow removal from parking lots and general parking lot improvements as referenced in the Contract for Service.

7. (a) All decorations, alterations, and additions deemed necessary by Lessee shall be made by Lessee at Lessee’s expense and no decorations, alterations, or additions in excess of $500 shall be made without written consent of Lessor. Any such decorations, alterations, or additions made by Lessee, shall be and remain the property of Lessor and be surrendered with the premises as a part thereof upon termination of this Lease.

(b) Lessee shall have the right to construct and install temporary walls, doors, electrical service, telephone service and fiber optic access as needed during the term of this lease, subject to any historical easements between Lessor and Missouri Department of Natural Resources (DNR) as set forth above.

(c) Lessee shall be responsible for security of the Visitor Center Property Forest Service Site and all buildings occupied thereon.

(d) Lessor shall be given any key(s) necessary for emergency access to the leased premises during the term of this lease.

(e) Upon termination of lease, Lessor shall have the option of retaining the improvements set forth above or may require Lessee to remove the improvements and return the leased premises to original or substantially original condition.

7. Lessee covenants and agrees not to affix any awning or to paint any sign upon any part of the premises without the written consent of Lessor and if Lessee, without the written consent of Lessor, shall affix any awning to or place or paint any sign on the premises, or any part thereof, Lessor may at once enter and remove such awnings, or take down, paint out, or obliterate such sign, and repair any damage done, and charge the cost of same to Lessee; or Lessor may, at its option, pursue any other remedy herein provided.
8. Lessee shall not bore, cut into, or otherwise structurally weaken any column, beam, or other part of the premises for any purpose whatsoever without the written consent of Lessor, and in the event Lessee shall so bore, cut, or structurally weaken any part of the premises Lessor may at once enter and repair any damage done or replace any parts, and charge the cost of the same to the Lessee; or Lessor may, at his option, pursue any other remedy herein provided.

9. Lessee shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease.

10. Lessor may at all reasonable hours enter upon any part of the premises for the purposes of examining the condition thereof.

11. The Lessee shall indemnify and hold harmless the Lessor and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries received by any person or property damage resulting from the use of the facilities, including when such suit, action or claim is caused by the negligence of the Lessor, its officers, employees or agents.

12. (a) If during the term of this lease any principal building on the demised premises is totally destroyed from any cause then Lessor may declare that this lease shall become void, subject to the below provisions.

(b) In case any such building is damaged to the extent that it is wholly untenable Lessor may, at its option, terminate this Lease by giving Lessee written notice thereof within thirty (30) days after such damage.

(c) In case any such building is damaged to the extent that it is wholly untenable but Lessor does not terminate this Lease as above provided in Paragraph 12(b), and if such damage is repairable within sixty days from the date of damage, or in case any such building is damaged to an extent that it is not wholly untenable, Lessor shall repair any such building with all reasonable speed, and for that purpose shall have the right to enter the premises.

(d) In case any such building, without fault of Lessee, is damaged to the extent that it is wholly untenable and if such damage is not repairable within sixty days from the date of damage, Lessee may, at its option, terminate this Lease by giving Lessor written notice thereof within ten days after such damage.

(e) In case any such building, without fault of Lessee, shall be destroyed or damaged, prepaid annual payments shall be refunded or credited in whole or in part, and future payments shall abate in whole or in part, as may be equitable under all the circumstances.
13. The Lessee shall surrender the premises at the termination of this Lease for any reason, and the same shall be in as good condition as received, ordinary wear and tear and providential destruction or damage excepted.

14. If any default shall be made in the annual payments or any part thereof at the time provided, or if Lessee shall abandon or vacate the premises, or shall become insolvent or shall make a general assignment for the benefit of creditors, or if, after ten-day’s written notice setting forth the default, default shall continue by Lessee in the performance or observance of any other covenant, term or condition herein contained to be performed on Lessee’s part, Lessor may at its election terminate this Lease by giving Lessee written notice thereof; and thereupon Lessee shall pay Lessor all sums then due under this Lease; or Lessor may, with or without demand, reenter and take possession of the demised premises, and in either case Lessee shall peacefully surrender possession thereof to Lessor. Upon taking possession hereunder, Lessor may at its election terminate this Lease by giving Lessee written notice thereof, or Lessor may re-let the property as an agent for Lessee and Lessee shall be liable for and will pay the difference in the balance of the term and all other sums due under this Lease.

15. No waiver of any right to reenter or terminate, by acceptance of annual payments or otherwise, shall waive any subsequent right to reenter or terminate for subsequent breach of any covenant, term or condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of the premises, or any part thereof, waive any of the covenants, terms or conditions of this Lease, and Paragraph 4 on assignments and subletting shall remain in full force and effect as to all subsequent assignments and sublettings.

16. Any notice or demand provided for herein may be given to the party to be served by personal service, or by registered or certified mail addressed to Lessor at its last known address, or to Lessee at the premises herein leased.

17. Whenever the word “Lessor” is used herein it shall be construed to include any individual holding the title of Mayor or City Administrator for the City of Rolla.

18. (a) The Lessee shall maintain enforce, throughout the term of this agreement and at its sole expense, general liability insurance coverage with a minimum per occurrence combined single limit of $1,000,000.00 and an annual aggregate of at least $3,000,000.00. The Lessee further agrees to list the Lessor as an additional insured on the aforementioned policy and will provide the City with a certificate of insurance and additional insured endorsement indicating such on an annual basis.

(b) The Lessee shall maintain in enforce, throughout the term of this agreement and at its sole expense sufficient content coverage as determined by the Board, commercial property coverage on the premises and structures herein with sufficient limits to replace the structures in the event of a total loss. The Lessee further agrees to list the Lessor as a loss payee on the aforementioned policy and will provide the City with a certificate of insurance indicating such on an annual basis.
19. During the term of this lease, a representative of Lessor (City of Rolla Administration) shall attend a board meeting of Lessee on no less than an annual basis. At this meeting, Lessor shall present and discuss information regarding any anticipated improvements or issues pertaining to the premises and grounds herein.

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument in duplicate the day and year first above written.

CITY OF ROLLA, MISSOURI

By ________________________________
Hon. Louis J. Magdits, IV
Mayor, City of Rolla

Attest ________________________________
Carol Daniels, City Clerk

ROLLA AREA CHAMBER OF COMMERCE

By ________________________________
Barry White
President of the Board
Rolla Area Chamber of Commerce

Attest ________________________________
Secretary/Treasurer

Approved as to Form:

By ________________________________
Lance Thurman, City Councilor
The third and final agreement, the Fiscal Agent Agreement, outlines the services the City provides on behalf of the Chamber on the collection of the 3% hotel/motel tax. Specifically the agreement provides the following:

1) City collects the hotel/motel tax
2) City retains $25,550 annually to acquire the property
3) City retains 10% of the hotel/motel tax proceeds – 2% for collection/accounting services and up to 8% for the City’s cost of supporting various tourism services (accounting for same due to the Chamber annually)
4) City retains up to $2,000 annually to provide property and liability coverage
5) City provides Chamber with timely sales tax remittance reports

The Fiscal Agent Agreement will also run concurrently with the other two agreements.

Recommendation: Motion to approve the resolution authorizing the Chamber Tourism Fiscal Agent Agreement.
RESOLUTION NO. _________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI THE FISCAL AGENT AGREEMENT BETWEEN THE CITY OF ROLLA AND THE ROLLA AREA CHAMBER OF COMMERCE.

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 on behalf of the City of Rolla, Missouri, the Fiscal Agent Agreement by and between the Rolla Area Chamber of Commerce (RACC) and the City of Rolla, Missouri, a copy of said lease being attached hereto and marked Exhibit A.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval.


APPROVED:

________________________
MAYOR

________________________
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR

W. F.
FISCAL AGENT AGREEMENT

THIS Agreement entered into this 20th day of November, 2017, is made between The City of Rolla, Missouri, Agent, hereinafter "The City" and The Rolla Area Chamber of Commerce, Principal, hereinafter "The Chamber".

WHEREAS:

A. The City has approved the purchase of the U.S. Forest Service Property located in the vicinity of Bridge School Road in Rolla, Missouri for the amount of $511,000.00. An amount established by the Forest Service per Public Law 104-165. Under the purchase agreement, beginning on January 1, 2007 and each year thereafter through December 31, 2026, the City shall make annual payments in the amount of $25,550.00.

B. Under a separate agreement between The City and The Chamber, motel tax proceeds established pursuant to RSMo 94.830 are administered by The Chamber and used for the promotion of tourism in the Rolla area. Under said agreement, the City colletcs the tax proceeds and transfers not less than ninety percent (90%) of same to The Chamber. Up to ten percent (10%) of the gross hotel tax receipts is retained by the City for administration and the City's tourism promotion costs.

PARTIES HEREBY AGREE AS FOLLOWS:

1. Agreement and Authorization to Withhold: The City shall act as the fiscal agent for The Chamber and is hereby authorized to withhold from said motel tax proceeds referenced above the annual total sum of $25,550.00 withheld monthly in escrow. City shall also withhold the cost of providing property coverage for the Visitor Center Property (estimated at $2,000/yr).

2. Assignment of interest and Debt Service Payments: As occupant of the above described improvements, the Chamber will assign any interest or claim in same to the City who will in turn assume the remaining debt service payments. The parties hereby agree that The City is authorized to make debt service payments directly from the motel tax proceeds.

3. Accounting: The City shall retain 2% of the motel tax proceeds for billing and collection services. In addition the City can retain an amount not to exceed 8% of the motel tax proceeds for direct and indirect costs associated with support for tourism related activities (i.e. parades, festivals, and special events). As such the City will prepare and submit annually to the Chamber by December 31, a statement of all such direct and indirect expenses, including but not limited to traffic control, security, trash services, and promotions. If the City incurs less than 8% of the total motel tax proceeds in any given year the balance will be paid to the Chamber for other tourism related activities.

4. City to Audit Tax Proceeds: The City shall make reasonable efforts to monitor and inspect the reported motel/hotel tax proceeds transmitted monthly from the lodging establishments. The City will monitor monthly submittals from each establishment and annually shall reconcile same with tax records submitted to the MO Department of Revenue. The City
may choose to inspect specific records of lodging establishments if unusual patterns arise. The cost of such audits shall be paid from motel/hotel tax proceeds.

4. Term of Agreement: This Agreement shall renew automatically when the contract referenced above is renewed by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing agreement in duplicate the day and year first above written.

CITY OF ROLLA, MISSOURI

By__________________________
Hon. Louis J. Magdits, IV
Mayor, City of Rolla

Attest__________________________
Carol Daniels, City Clerk

Approved as to Form:
By__________________________
Lance Thurman, City Counselor

ROLLA AREA CHAMBER OF COMMERCE

By__________________________
Barry White
President of the Board
Rolla Area Chamber of Commerce

Attest__________________________
Secretary/Treasurer

VI.F.4.
DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: First Reading

ITEM/SUBJECT: Elected Officials Compensation

BUDGET APPROPRIATION (IF APPLICABLE) $13,800

DATE: 11/06/2017

COMMENTARY:

As briefly discussed in the budget workshop we included increases to all elected official compensation following the next elections (1 and 2 year implementation for City Council) – adjustments we have not formally considered to the Judge/Prosecutor since 1994 and Mayor/Council since 2000 (actually lowered the Mayor’s compensation that year).

Most MO communities do provide a stipend for local elected officials so candidates don’t actually sacrifice financially to serve. Annually I do a snapshot salary comparison from the 30 or so communities somewhat comparable to Rolla which includes data on elected officials (info below). Other approaches could be an inflationary-based adjustment or a flat percentage increase. Some thoughts on same is listed below:

<table>
<thead>
<tr>
<th>Current Rolla Stipend</th>
<th>Mayor</th>
<th>City Council</th>
<th>Municipal Judge</th>
<th>City Prosecutor</th>
</tr>
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<tbody>
<tr>
<td>$8,000</td>
<td>$1,800</td>
<td>$15,000</td>
<td></td>
<td>$24,600</td>
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<td>Municipal Range</td>
<td>$1 - $19,500</td>
<td>$1 - $9,900</td>
<td>$3,000 - 75,000</td>
<td>$15,000 - $45,266</td>
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<td>Municipal Average</td>
<td>$6,446</td>
<td>$2,896</td>
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<td>$20,994</td>
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<td>CPI Index (2000)</td>
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<td>$2,200</td>
<td>$21,600</td>
<td>$35,400</td>
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<td>Rolla Proposed Budget</td>
<td>$10,000</td>
<td>$2,250</td>
<td>$18,000</td>
<td>$28,000</td>
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<tr>
<td>% Inc</td>
<td>25%</td>
<td>25%</td>
<td>20%</td>
<td>14%</td>
</tr>
</tbody>
</table>

Increases would not take effect until after the next (relevant) election. The total budgeted impact as proposed would be $13,800.

Only vaguely related the proposed changes to Ch. 2 of the Rolla City Code also change the official title of the “City Attorney” (prosecutor) to “City Prosecuting Attorney” to draw a clearer distinction between the city attorney title and the city counselor title.

Recommendation: 1st Reading of the Ordinance to adjust elected officials compensation.
ORDINANCE NO.__________


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

Section 1: That Sections 2-12, 2-69, 2-88, 2-89, 2-90 and 2-135 of the Code of the City of Rolla, Missouri, pertaining to the compensations of the city council, mayor, city prosecuting attorney, and municipal judge are hereby repealed and new Sections 2-12, 2-69, 2-88, 2-89, 2-90 and 2-135 of the Code are hereby enacted in lieu thereof as follows:

Sec. 2-12. Compensation.

a. The salary of the councilmen shall be fixed by ordinance and shall not be changed during the time for which they were last elected.

b. Each council member shall receive the annual salary of two thousand two hundred fifty dollars ($2,250), which shall be paid bi-weekly. Council members shall be reimbursed for expenses as outlined in Section 2-24 of the Municipal Code.

Sec. 2-69. Compensation.

The mayor shall receive the annual salary of ten thousand dollars ($10,000) which shall be paid bi-weekly. The mayor shall be reimbursed for expenses as outlined in Section 2-24 of the Municipal Code.

Division 2 – City Prosecuting Attorney

Sec. 2-88. Qualifications.

The city prosecuting attorney shall be a person licensed to practice law in the State of Missouri and be a resident of the city. (Ord. 2305, §1.)

Sec. 2-89. Compensation.

The city prosecuting attorney shall receive for his/her services an annual compensation of twenty eight thousand dollars ($28,000.00), which compensation shall be paid bi-weekly. Nothing herein contained shall be construed to mean the city prosecuting attorney is a general employee for purposes of Section 2-53.

Sec. 2-90. Duties generally.

The city prosecuting attorney shall prosecute all violations of municipal ordinances of the city in all courts of the state and shall do everything incidental thereto.

In the absence of the city counselor, the city prosecuting attorney may perform the duties of that office as established by ordinance at such compensation as may be by ordinance established. (Ord. 2297, §1.)
Sec. 2-135. Compensation.

The municipal judge shall receive the annual salary of eighteen thousand dollars ($18,000.00), which salary shall be paid bi-weekly.

Section 2: That this ordinance shall be in full force and effect from and after April 16, 2018.


APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
Recently, City of Rolla Fire & Rescue personnel attended Emergency Response Radiological Transportation Training through the Missouri Department of Resources (MODNR). This was an eight (8) hour class.

As part of the training, MODNR agreed to provide the following equipment at no cost to the City of Rolla. In addition, the Memorandum of Agreement states that costs associated with calibration, repair, and maintenance will be funded through MODNR.

2 – Ludlum 2241 – 3 three probe kits
4 – Canberra Radic Dosimeters

This Memorandum of Agreement shall expire five years from the last signature date, at which time, the equipment will be considered officially transferred to the Recipient agency.

Fire Administration recommends the City Council approve the ordinance.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR MEMORANDUM OF AGREEMENT.

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

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


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR

V. H. Z.
MEMORANDUM OF AGREEMENT
BETWEEN THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND
CITY OF ROLLA
REGARDING TRANSFER OF RADIATION DETECTION EQUIPMENT

This Memorandum of Agreement (MOA) is entered into on this _______ day of
__________, 2017, between the Missouri Department of Natural Resources (MoDNR) and the
City of Rolla (Recipient).

WHEREAS, the MoDNR and Recipient each have responsibilities related to public safety during
any incident involving the transportation of radioactive materials on Missouri’s highway and rail
systems, and;

WHEREAS, the MoDNR and Recipient desire to be prepared in case of an incident involving
radioactive material during transportation in, or through, the State of Missouri, and;

WHEREAS, the Revised Statutes of Missouri (RSMo), specifically Sections 260.392 to 260.399,
requires shippers pay a fee for shipping radioactive material and allows MoDNR to use the
resulting revenue for the purposes outlined in Section 260.392, RSMo. Including, among other
things, for the purchase of radiation detection equipment and;

WHEREAS, ready access to radiation detection equipment will facilitate response by Recipient
to any incident involving radioactive materials on Missouri highways and railways;

NOW, THEREFORE, the MoDNR and Recipient agree to the following:

Subject to appropriation authority and availability of funding, radiation detection equipment shall
be provided by the MoDNR to the Recipient for use in planning, exercising, and responding to
transportation-related incidents involving radioactive materials.

The Recipient shall be eligible to receive this equipment at no cost upon having met criteria
established by the MoDNR, including, but not limited to successfully completing the US
Department of Energy’s Modular Emergency Response Radiological Transportation Training,
provided by the MoDNR.

For the duration of this MOA, including any extensions, Recipient agrees to the following:

- Conduct manufacturer recommended maintenance checks of the equipment issued under
  this MOA and document these checks in a reproducible format.

- Ensure equipment issued under this MOA is maintained in good working order and
  calibrated per manufacturer’s recommendations and to seek MoDNR authorization prior to
  arranging for calibrations or qualified service when repairs are necessary.

- Ensure equipment issued under this MOA will be used by staff that is trained in the proper
care and use of the equipment.

- Track that necessary calibrations are completed for each piece of equipment issued.
- Maintain possession of equipment and, if applicable, document as inventory.

- Equipment issued under this MOA shall not be transferred to any other person or entity without prior written approval from MoDNR.

- To contact the MoDNR for approval prior to disposing of equipment issued under this MOA.

- To notify the MoDNR immediately should any equipment issued under this MOA become lost, stolen, or damaged beyond repair.

- To provide MoDNR, upon request, all records relating to any equipment received pursuant to this MOA, including, but not necessarily limited to, records relating to the calibration and maintenance of the equipment.

The MoDNR agrees to:

- Provide the Modular Emergency Response Radiological Transportation Training

- Provide equipment based upon the MDNR’s eligibility requirements.

- Reimburse, fund, or conduct annual calibrations, repair, and maintenance on equipment issued under this MOA, subject to appropriation and availability of funds.

By signing this MOA, the Recipient agrees to abide by the conditions set out above. This MOA shall expire five years from the last signature date, at which time, the equipment will be considered officially transferred to the Recipient agency. At that time, the Recipient shall be solely responsible for maintaining and calibrating the equipment and will bear all associated costs. This MOA may be extended upon agreement in writing by both the MoDNR and the Recipient.

Receipt of itemized equipment shall be documented and signed for separately on a Record of Equipment Receipt form, an example of which is attached hereto as Exhibit 1.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement in duplicate on the date of the last signatory below.

RECIPIENT

By: __________________________ Date: ______________
Signature

Printed Name and Title

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: __________________________ Date: ______________
Signature

Printed Name and Title
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Brady Wilson

ITEM/SUBJECT: One 20 Cubic-yard Refuse Truck

BUDGET APPROPRIATION: $140,000

ACTIONS: Bid Award

DATE: November 6, 2017

*************************************************

COMMENTARY:

In keeping with the Department's ten-year truck replacement schedule, sealed bids were solicited for the purchase of one new 20 cubic-yard sanitation truck for the Environmental Services Department. This is a budgeted expense. The proposed purchase would replace an existing 2008 Sterling/Loadmaster. The bids that were received have been reviewed for compliance and completeness and are tabulated on the attached page.

Staff is recommending purchase of the lowest bid that complies with the minimum required specifications which is the 2018 International with a Loadmaster body offered by Scheppers International of Jefferson City, MO for $145,836. Once the new truck is received, the existing truck would be offered for sale on govdeals.com.
# 20 Cubic-Yard Packer Truck

**Bids for Cab, Chassis and Refuse Body:**

*Opened Oct. 26, 2017*

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Make/Model</th>
<th>Purchase Price</th>
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</thead>
<tbody>
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<td>Armor Equip. Arnold, MO</td>
<td>2019 Freightliner M2-106 with Heil PT1000</td>
<td>$147,880</td>
</tr>
<tr>
<td>Downing Sales Phillipsburg, MO</td>
<td>2019 Freightliner M2-106 with PakMor R220C</td>
<td>$139,068</td>
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<tr>
<td><strong>Scheppers International</strong></td>
<td><strong>2018 International 7400</strong> with <strong>Loadmaster Legacy</strong></td>
<td><strong>$145,836</strong></td>
</tr>
<tr>
<td>Jefferson City, MO</td>
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<td></td>
</tr>
<tr>
<td>TCS Strafford, MO</td>
<td>2018 Freightliner M2-106 with Loadmaster Legacy</td>
<td>$146,858</td>
</tr>
<tr>
<td>TCS Strafford, MO</td>
<td>2018 Peterbilt 348 with Loadmaster Legacy</td>
<td>$156,835</td>
</tr>
<tr>
<td>TCS Strafford, MO</td>
<td>2018 International 7400 with Loadmaster Legacy</td>
<td>$146,874</td>
</tr>
</tbody>
</table>
CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD:  Brady Wilson

ITEM/SUBJECT:  Pickup Truck

BUDGET APPROPRIATION: $25,000

ACTION: Bid Award

DATE: November 6, 2017

**************************************************

COMMENTARY:

Sealed bids were recently solicited for the purchase of a small/mid-size 4x4 pickup truck for the Environmental Services Department. This fleet truck would be shared between the Director and the Enforcement Inspector. This is a budgeted expense.

The bids that were received were reviewed for compliance and completeness and are tabulated below. After review of the bids, staff recommends purchasing the 2018 Ford F-150 from Hutcheson Ford for a price of $25,681.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Make/Model</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don Brown Chevrolet St. Louis, MO</td>
<td>2018 Chevrolet Colorado</td>
<td>$25,945</td>
</tr>
<tr>
<td>Fairground Auto Plaza Rolla, MO</td>
<td>2018 Chevrolet Colorado</td>
<td>$27,817</td>
</tr>
<tr>
<td>Hutcheson Ford St. James, MO</td>
<td>2018 Ford F-150</td>
<td>$25,681</td>
</tr>
</tbody>
</table>

Item VII B. 1.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan
ACTION REQUESTED: Motion

ITEM/SUBJECT: Purchase of Duty Weapons

BUDGET APPROPRIATION (IF APPLICABLE): $18,700
DATE: November 6, 2017

Commentary:

In the 2017-2018 budget, we are approved to purchase and replace our issued duty pistols, the Glock 22, which is a .40 caliber. Our pistols are on an 8 year rotational schedule. We purchased our last duty pistols in 2009.

We have chosen to replace the Glock 22’s with the all new Glock 17 & 19 generation 5, 9mm. Uniformed officers will be issued the Glock 17, while Detectives will be issued the Glock 19. The Glock 19 is slightly smaller which is preferred for those carrying a gun in plain clothes. The new generation 5 Glock has over 20 design modifications from its predecessor. We are switching calibers due to recent ballistic studies conducted by the FBI. The 9mm has less recoil, which should improve the accuracy of most officers. Additionally the 9mm round is cheaper to purchase than the .40 caliber round.

The price for a new gun with night sights and 5 magazines is $451.00.

As we have done for over 20 years, we will be selling our used Glock 22’s to our police officers. The price will be $260.00, which was the trade in price from Kiesler Police Supply. The net difference between the two will be $8,595.00.

Recommendation:

Staff recommends that Council approve the purchase of forty-five (45) Glock pistols from Kiesler Police Supply, the sole supplier for our multi-state area.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD:  Chief Sean Fagan       ACTION REQUESTED:  Motion

ITEM/SUBJECT:  Purchase of Replacement Vehicle due to Accident

BUDGET APPROPRIATION (IF APPLICABLE):  $        DATE:  November 6, 2017

Commentary:  On 09/25/17, one of our officers was involved in a motor vehicle accident (non-fault), in his assigned patrol car, a 2016 Dodge Charger All Wheel Drive Pursuit vehicle. Another party turned in front of him, causing him to strike the other vehicle. This caused major damage to the front end and frame of the car. At the time of the accident, the car had 16,800 miles on it.

On 10/23/17, we were notified by Safeco Insurance Company that they would be totaling this car due to the amount of damage to it. On 10/24/17, Steffanie Rogers indicated that they have agreed to pay us $19,964.50 for the car. We originally paid $25,962 for this car in 2015.

We need this vehicle replaced and back on the street. I would like to purchase a 2018 Dodge Charger AWD Pursuit vehicle as a replacement. All of our installed equipment in the 2016 model (approximately $10,500) will fit in a new 2018 model, therefore we can reuse approximately 95% of our used equipment in the new car. The only used items we would have to replace with new items are the few items that were damaged in the front end collision, which include push bumper, wigwags and vehicle decals.

In order to speed up the process of replacing this vehicle, we have called several Dodge dealerships and have obtained the following prices on a new 2018 Dodge Charger AWD Pursuit vehicle:

Lou Fusz Dodge O'Fallon, MO  $23,126. Has one in stock, immediate delivery.

Landmark Dodge Independence, MO $23,693. They have the state bid. None in stock; will have to order with a 3 month delivery window. They indicated that there are no other police cars in stock within a 400 mile radius.

Al West Rolla, MO $23,905. None in stock. Price does not include dome light (approximately $100 extra). Would have to order with a 2 month delivery window.

The cost to install the equipment in this car will be approximately $1,515.00. The cost to wrap the doors in white and apply our decals on this car will be approximately $915.00. The cost for a new push bumper and wigwags is approximately $385.00.

Recommendation:

Staff recommends that Council approve the purchase of a new 2018 Dodge Charger from Lou Fusz, who has the car in stock. To replace this car and get it back on the street, we will need $5,976.50 difference.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Skid Steer Loader

BUDGET APPROPRIATION (IF APPLICABLE) $50,000 DATE: 11/06/2017

COMMENTARY:

Attached is information regarding state bids for a 2017 Skid Steer Loader.

We are requesting to participate in the cooperative purchase of a loader for the Street Department using the State bid for Skid Steer Loaders. We will surplus the existing loader through Purple Wave.

The unit is a planned replacement in the Street Department. The price for the loader is $51,863.20 and will be paid for out of existing revenues.

Staff recommends City Council approve the purchase of a T650 Bobcat Compact Track Loader from the Bobcat Company for $51,863.20 as set out in the IFB605CO17001093160512 agreement between Missouri Highways and Transportation Commission and the Bobcat Company.
<table>
<thead>
<tr>
<th>Description</th>
<th>Part No</th>
<th>Qty</th>
<th>Price Ea.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T650 T4 Bobcat Compact Track Loader</strong></td>
<td>M0271</td>
<td>1</td>
<td>$42,144.90</td>
<td>$42,144.90</td>
</tr>
<tr>
<td>74 HP Tier 4 Turbo Diesel Engine</td>
<td></td>
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<tr>
<td>Auxiliary Hydraulics: Variable Flow</td>
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<tr>
<td>Backup Alarm</td>
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<tr>
<td>Bob-Tach</td>
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<tr>
<td>Bobcat Interlock Control System (BICS)</td>
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<tr>
<td>Controls: Bobcat Standard</td>
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<tr>
<td>Cylinder Cushioning - Lift, Tilt</td>
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<tr>
<td>Engine/Hydraulic Systems Shutdown</td>
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<tr>
<td>Glow Plugs (Automatically Activated)</td>
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<tr>
<td>Horn</td>
<td></td>
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<tr>
<td>Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights</td>
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<tr>
<td>Lift Arm Support</td>
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<tr>
<td><strong>Lift Path: Vertical</strong></td>
<td></td>
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<tr>
<td><strong>Lights, Front &amp; Rear</strong></td>
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<tr>
<td><strong>Operator Cab</strong></td>
<td></td>
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<tr>
<td>- Includes: Adjustable Suspension Seat, Top &amp; Rear Windows, Seat Bar, Seat Belt</td>
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<tr>
<td>- Roll Over Protective Structure (ROPS) meets SAE-J1040 &amp; ISO 3471</td>
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<tr>
<td>- Falling Object Protective Structure (FOPS) meets SAE-J1043 &amp; ISO 3449, Level I; (Level II is available through Bobcat Parts)</td>
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<tr>
<td>Parking Brake: Spring Applied, Pressure Released (SAPR)</td>
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<tr>
<td>Solid Mounted Carriage with 4 Rollers</td>
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<tr>
<td>Spark Arrestor Exhaust System</td>
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<tr>
<td>Tracks: Rubber, 12.6&quot; wide</td>
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<tr>
<td>Warranty: 12 Months, Unlimited Hours</td>
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<tr>
<td><strong>A91 Option Package</strong></td>
<td>M0271-P01-A91</td>
<td>1</td>
<td>$7,079.10</td>
<td>$7,079.10</td>
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<tr>
<td>Cab enclosure with Heat and AC</td>
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<tr>
<td>High Flow Hydraulics</td>
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<tr>
<td>Sound Reduction</td>
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<tr>
<td>Hydraulic Bucket Positioning</td>
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<tr>
<td>Power Bob-Tach</td>
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<tr>
<td>Two Speed Travel</td>
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<tr>
<td>Selectable Joystick Controls (SJC)</td>
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<tr>
<td>Heated Air Ride Suspension Seat - Cloth</td>
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<tr>
<td>Radio</td>
<td></td>
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<tr>
<td>Engine Block Heater</td>
<td></td>
<td></td>
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<tr>
<td>74&quot; Low Profile Bucket</td>
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<tr>
<td>--- Bolt-On Cutting Edge, 74&quot;</td>
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<td></td>
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<tr>
<td><strong>Description</strong></td>
<td></td>
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</tr>
<tr>
<td>Qty (1) Parts and Service Manuals</td>
<td></td>
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</tr>
</tbody>
</table>

**Total of Items Quoted**  
**Quote Total - US dollars**  
$51,863.20
*Prices off Missouri Contract# IFB605CO17001093. Contract Expires: June 27th, 2017 through May 31st 2018
*Terms Net 30 Days. Credit cards accepted.
*FOB: Destination within the 48 Contiguous States.
*Delivery: 60 to 90 days or less from ARO.
*State Sales Taxes apply. IF Tax Exempt, please provide Tax Exempt Certificate with order.
*TID# 38-0425350

*Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

______________________________  ____________________________
SIGNATURE                    DATED

______________________________  ____________________________
PRINT NAME AND TITLE          PURCHASE ORDER #

SHIP TO ADDRESS:

______________________________  ____________________________
BILL TO ADDRESS (if different than Ship To):
CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD:  Steve Hargis   ACTION REQUESTED: Bid Award & 1st Reading

ITEM/SUBJECT:  Project #359 – Route 72 Extension

BUDGET APPROPRIATION:  

DATE:  11/06/17

**COMENTORY:**

City staff asked for and received bids for Project 359 – Route 72 Extension. A total of nine (9) bids were received. The four lowest bids are summarized below. A bid summary of all bids is attached. The following bids were received:

- Lehman Construction, LLC
  900 Russellville Road
  California, MO 65018
  $5,297,096.56

- Capital Paving & Construction, LLC
  PO Box 104960
  Jefferson City, MO 65110
  $5,497,990.08

- Emery Sapp & Sons, Inc.
  2301 I-70 Drive NW
  Columbia, MO 65202
  $5,538,122.51

- Bloomsdale Excavating Co., Inc.
  12211 State Route Y
  Bloomsdale, MO 63627
  $6,197,773.45

Staff recommends award of the bid to Lehman Construction LLC for $5,297,096.56. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract Lehman Construction LLC for $5,297,096.56. The Engineer's estimate was $7,400,000.
<table>
<thead>
<tr>
<th>Company</th>
<th>Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lehman Construction, L.L.C.</td>
<td>Capital Paving &amp; Construction, L.L.C.</td>
<td>Emery Sapp &amp; Sons, Inc.</td>
</tr>
<tr>
<td>900 Russellville Rd.</td>
<td>P.O. Box 104960</td>
<td>2301 I-70 Dr. NW</td>
</tr>
<tr>
<td>California, MO 65018</td>
<td>Jefferson City, MO 65110</td>
<td>Columbia, MO 65202</td>
</tr>
<tr>
<td>FAX: 573-796-8293</td>
<td>FAX: 573-636-7538</td>
<td>FAX: 573-446-4805</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:quotes@lehmanconstructionllc.com">quotes@lehmanconstructionllc.com</a></td>
<td>E-mail: <a href="mailto:ewelsh@capitalmaterialsmo.com">ewelsh@capitalmaterialsmo.com</a></td>
<td>E-mail: <a href="mailto:chip.jones@emerysapp.com">chip.jones@emerysapp.com</a></td>
</tr>
<tr>
<td>TOTAL BID</td>
<td>$5,297,096.56</td>
<td>$5,497,990.08</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$5,538,122.51</td>
</tr>
<tr>
<td>12211 State Route Y</td>
<td>5731 Westwood Dr.</td>
<td>10315 Lake Bluff Dr.</td>
</tr>
<tr>
<td>Bloomsdale, MO 63627</td>
<td>St. Charles, MO 63304</td>
<td>St. Louis, MO 63123</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:ctb@blex.com">ctb@blex.com</a></td>
<td>E-mail: <a href="mailto:jaimib@kolbgrading.com">jaimib@kolbgrading.com</a></td>
<td>E-mail: <a href="mailto:tomhuster@kciconstruction.com">tomhuster@kciconstruction.com</a></td>
</tr>
<tr>
<td>TOTAL BID</td>
<td>$6,197,773.45</td>
<td>$6,454,353.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$6,570,000.00</td>
</tr>
<tr>
<td>Hartman &amp; Company, Inc.</td>
<td>Phillips Hardy, Inc.</td>
<td>N. B. West Contracting</td>
</tr>
<tr>
<td>1200 E. Woodhurst, Suite J200</td>
<td>5900F N. Tower Drive</td>
<td>2780 Mary Avenue</td>
</tr>
<tr>
<td>Springfield, MO 65804</td>
<td>Columbia, MO 65202</td>
<td>St. Louis, MO 63144</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:justinwallace@hartmancomo.com">justinwallace@hartmancomo.com</a></td>
<td>E-mail: <a href="mailto:lhardy@philipshardy.com">lhardy@philipshardy.com</a></td>
<td><a href="mailto:ldenney@nbwest.com">ldenney@nbwest.com</a></td>
</tr>
<tr>
<td>TOTAL BID</td>
<td>$6,634,658.80</td>
<td>$6,763,226.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$7,460,825.33</td>
</tr>
</tbody>
</table>
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 LEHMAN CONSTRUCTION, LLC FOR PROJECT #359-HIGHWAY 72 EXTENSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Lehman Construction, LLC for Project #359-Highway 72 Extension.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

\[\text{\textit{W}7\text{.} F. 3.}\]
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 Lehman Construction, L.L.C. 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 "HIGHWAY 72 EXTENSION, PROJECT 359", 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 is, 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 “HIGHWAY 72 EXTENSION, PROJECT 359".
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.

\[\textit{VII}.F.5\]
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 $5,297,096.56 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 within the specified consecutive calendar days for each street on the Quotation Page No. 25. A Notice to Proceed will be issued for each street as soon as they are made available by City.

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 ($100.00) 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 VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor’s Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY
Mayor, Owner, Party of the First Part

CONTRACTOR

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 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