Open Citizen Comment Procedure

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

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

COUNCIL PRAYER
Ministerial Alliance

Rolla City Council Meeting
Monday, December 16, 2019
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

PLEDGE OF ALLEGIANCE
Councilman John Meusch

I. PUBLIC HEARINGS
   A) Ordinance Rezoning 1002 N. Bishop Ave. from R-2 (Two Family District) to C-2 (General Retail District) Zoning – (City Planner Tom Coots) – First Reading

II. SPECIAL PRESENTATIONS
   A) Presentation from Bicycle/Pedestrian Advisory Committee – Mr. Ken Kwantes, Chairman

III. OLD BUSINESS
   A) Ordinance Approving the Final Plat of South Meadow Subdivision – (City Planner Tom Coots) – Final Reading

IV. NEW BUSINESS
   A) Ordinance Approving the Miner Crossing Subdivision Plat (1009 S. Bishop Ave.) – (City Planner Tom Coots) – First Reading
   B) Ordinance Authorizing the Mayor to Enter into an Agreement with the Missouri Department of Corrections – (Public Works Director Steve Hargis) – First Reading (Final Reading Requested)
   C) Resolution Adopting the City of Rolla Emergency Operations Plan - (Fire Chief Ron Smith) - Motion
   D) Resolution Authorizing the Mayor to Execute a Contract for Service with the Rolla Area Chamber of Commerce for Tourism/Promotion – (City Administrator John Butz) – Motion
   E) Resolution Authorizing the Mayor to Execute the Chamber Lease-Forest Service Property with the Rolla Area Chamber of Commerce – (City Administrator John Butz) – Motion
   F) Resolution Authorizing the Mayor to Execute the Fiscal Agent Agreement with the Rolla Area Chamber of Commerce – (City Administrator John Butz) – Motion

OpenCitizenCommentProcedure
V. **CLAIMS and/or FISCAL TRANSACTIONS**  
A) **Motion** Awarding Bid for Skid Steer Loader – (Environmental Services Director Brady Wilson) – **Motion**  
B) **Motion** Awarding Bid for Snow Plow – (City Engineer Darin Pryor) – **Motion**

VI. **MAYOR/CITY COUNCIL COMMENTS**

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

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

IX. **CLOSED SESSION**  
A) Pursuant to RSMo. 610.021, the Council will discuss the following in Closed Session  
   1) Personnel 610.021(3)  
   2) Bid Specifications 610.021(12)

X. **ADJOURNMENT**
DEPARTMENT: Community Development  
ACTION REQUESTED: Public Hearing/First Reading  
SUBJECT: Map Amendment (rezoning): 1002 N Bishop Ave from R-2, Two Family to C-2, General Retail

(ZON19-09)

MEETING DATE: December 16, 2019

Application and Notice:
Applicant - Torey Woodcock of Woodcock Investments, LLC  
Owner - Michael and Amy Liu  
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Rolla Daily News; signage posted on the property; information available on city website

Background:
The subject property is currently operated as the Kyoto Restaurant. The property is under contract to be sold to the applicant. The applicant intends to redevelop the property. The majority of the property is zoned C-2, however, for reasons unknown a portion of the property is zoned R-2, Two Family. Research of the old zoning maps indicates that the entire area was originally zoned R-2, but surrounding properties were gradually zoned to other districts, leaving the small remnant of R-2 zoning.

Property Details:
Current zoning - R-2, Two Family to C-2, General Retail  
Current use - Commercial (restaurant)  
Proposed use - Commercial  
Land area - About 23,000 sq. ft. (only about 6,800 sq. ft. to be rezoned)

Public Facilities/Improvements:
Streets - The subject property has frontage on Bishop Ave (State Hwy 63), a principal arterial street; and 11th Street, a local street.  
Sidewalks - Sidewalks exist on both street frontages.  
Utilities - The subject property should have access to all needed public utilities.  
Drainage - Drainage will be reviewed at the time of development, however, since the property has already been completely developed, likely no on-site detention will be needed.
Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for commercial uses.

Discussion: Only a portion of the property is requested to be rezoned so the entire property will have the same zoning designation. The rezoning will allow for the intended redevelopment of the property. The request appears to be compatible with the Comprehensive Plan and the current use of the property.

Planning and Zoning Commission Recommendation:
The Rolla Planning and Zoning Commission conducted a public hearing on December 10, 2019 and voted 6-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner
Attachments: Public Notice Letter, Ordinance
PUBLIC NOTICE

Project Information:
Case No: ZON19-09
Location: 1002 N Bishop St (Hwy 63)
Applicant: Woodcock Investments, LLC
Request: Rezoning from the R-2, Two Family district to the C-2, General Retail district

Public Hearings:
Planning and Zoning Commission
December 10, 2019
5:30 PM
City Hall: 1st Floor

City Council
December 16, 2019
6:30 PM
City Hall: 1st Floor

For More Information Contact:
Tom Coots, City Planner
tcoots@rollacity.org
(573) 426-6974
901 North Elm Street
City Hall: 2nd Floor
8:00 – 5:00 P.M.
Monday - Friday

COMMUNITY DEVELOPMENT DEPARTMENT
(573) 364-5333 | comdev@rollacity.org | www.rollacity.org/comdev
ORDINANCE NO._______

AN ORDINANCE TO APPROVE THE RE-ZONING OF 1002 N BISHOP AVE FROM THE R-2, TWO FAMILY DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT (ZON19-09).

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on December 10, 2019 and recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its December 16, 2019 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

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

Beginning at an iron rod at the Southeast corner of Lot 2 of Block 10 of said Townsend Addition; Thence N 88° 51' 09" W on the south line of Lots 1 and 2 of said Block 10 for 124.90 feet to the east line of Business Loop 44 (N. Bishop Avenue), said point being N 88° 51' 10" W 0.66 feet from an iron rod; Thence N 01° 21' 29" E on the east line of said Business Loop 44 for 121.59 feet to a concrete right-of-way marker; Thence N 42° 41' 25" E on said right of way 4.54 feet to the intersection with the south line of West Eleventh Street, same being S 05° 32' 12" W 0.72 feet from a concrete right-of-way marker; Thence S 88° 43' 08" E on the south line of West Eleventh Street 181.25 feet to an iron rod;
Thence S 01° 14' 25" W on the property line 125.04 feet to an iron rod; thence N 88° 23' 35" W on the property line a distance of 59.60 feet to the POINT OF BEGINNING;
Containing 0.53 Acres more or less.

This ordinance is intended to rezone the entirety of the subject property to be in the same zoning district. It is understood that only a portion of the property will be impacted by the ordinance. A description of only the area to be rezoned is not available.

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:

ATTEST:

________________________
Mayor

City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
## Key Steps to Silver

1. **Continue to increase the amount of high quality bicycle parking throughout the community, and to upgrade the quality of existing bike parking to meet APBP standards. Adopt a bike parking ordinance for new and existing buildings that specifies the amount and location of secure, convenient, APBP-compliant bike parking available.**

2. **Continue to expand the bike network and increase connectivity through the use of different types of bicycle facilities appropriate for the speed and volume of motor vehicle traffic on each road.**

3. **Develop a network of bike boulevards/neighborhood greenways to take advantage of Rolla’s many lower speed streets, to encourage and optimize bicycle travel on low-stress corridors.**

4. **Bicycle safety education should be a routine part of education for students of all ages. Work with the local school district and other agencies to appoint or hire a new Safe Routes to School Coordinator.**

5. **Develop bicycle education opportunities for adults. Consider ways to target demographics who currently do not feel safe riding with classes or events that address their concerns.**

## Key Outcomes

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<tr>
<th>Category</th>
<th>Average Silver</th>
<th>Rolla</th>
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<tbody>
<tr>
<td><strong>Ridership</strong></td>
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<tr>
<td>Percentage of Commuters who bike</td>
<td>2.7%</td>
<td>0.95%</td>
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<tr>
<td><strong>Safe 'y Measures</strong></td>
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<tr>
<td>Crashes per 10k bicycle commuters</td>
<td>537</td>
<td>411</td>
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<tr>
<td><strong>Fatality Rates</strong></td>
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<tr>
<td>Fatality per 10k bicycle commuters</td>
<td>6.3</td>
<td>27.4</td>
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## Category Scores

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<tbody>
<tr>
<td><strong>Engineering</strong></td>
<td>2.3/10</td>
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<tr>
<td><strong>Education</strong></td>
<td>1.7/10</td>
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<tr>
<td><strong>Encouragement</strong></td>
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<td><strong>Enforcement</strong></td>
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<tr>
<td><strong>Evaluation &amp; Planning</strong></td>
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## 10 Building Blocks of a Bicycle Friendly Community

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<tr>
<th>Block</th>
<th>Average Silver</th>
<th>Rolla</th>
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<tr>
<td>High Speed Roads with Bike Facilities</td>
<td>35%</td>
<td>0%</td>
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<tr>
<td>Total Bicycle Network Mileage</td>
<td>48%</td>
<td>11%</td>
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<tr>
<td>Bicycle Education in Schools</td>
<td>GOOD</td>
<td>MEETS IMPROVEMENT</td>
</tr>
<tr>
<td>Share of Transportation Budget Spent on Bicycling</td>
<td>11%</td>
<td>10%</td>
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<tr>
<td>Bike Month and Bike to Work Events</td>
<td>GOOD</td>
<td>ACCEPTABLE</td>
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<tr>
<td>Active Bicycle Advocacy Group</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Active Bicycle Advisory Committee</td>
<td>MEETS EVERY TWO MONTHS</td>
<td>MEETS QUARTERLY</td>
</tr>
<tr>
<td>Bicycle-Friendly Laws &amp; Ordinances</td>
<td>GOOD</td>
<td>MEETS IMPROVEMENT</td>
</tr>
<tr>
<td>Bike Plan is Current and is Being Implemented</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Bike Program Staff to Population</td>
<td>1 PER 78K</td>
<td>1 PER 6K</td>
</tr>
</tbody>
</table>

## Learn More

Visit [www.bikeleague.org/communities](http://www.bikeleague.org/communities) for more information and resources to create a bicycle friendly community.
DEPARTMENT: Community Development  
ACTION REQUESTED: Second Reading

SUBJECT: South Meadow Subdivision, a final plat for a major subdivision to create 5 residential duplex lots located at the SW corner of Lions Club Dr and State Hwy O

MEETING DATE: December 16, 2019

Application and Notice:
Applicant/Owner - John Brown
Public Notice - Provided for Preliminary Plat only

Background: The city recently sold the subject property to the applicant. The applicant intends to construct a duplex on each lot. The development would be served by a single driveway to Lions Club Dr. Private access and utility easements are proposed to provide access and utility service to each lot.

The sales contract agreement includes provisions to waive on-site stormwater detention and fees, parkland fees, and water frontage fees. RMU will be turning over a separate property to the city to preserve in exchange for the fee waivers. The contract also required the applicant to dedicate back a portion of the property which is impacted by floodplain.

The City Council approved the preliminary plat on November 18, 2019. The submitted final plat is the same configuration as the preliminary plat. The improvement plans for the sewer extension have been submitted and are under review. The improvement plans also indicate the sidewalk construction. The preliminary plat was approved with no conditions.

Property Details:
Current zoning - R-2, Two-family
Current use - Vacant/undeveloped
Proposed use - Residential duplex development
Land area - About 1.9 acres
Public Facilities/Improvements:

Streets - The subject property has frontage on Lions Club Dr and State Hwy O, both arterial streets.

Sidewalks - There are no sidewalks currently existing along the either frontage. Sidewalks will be required on both streets, however, the applicant intends to construct sidewalk to close a gap in sidewalk connectivity on Lions Club Dr in exchange for waiving the sidewalk on State Hwy O.

Utilities - The subject property should have access to all needed public utilities. An extension of the public sewer is proposed. Private easements are proposed to provide access to water service.

Drainage - The requirements for on-site detention or stormwater fees has been waived per the contract for sale of the property in exchange for the city receiving other property to preserve.

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

Discussion: The proposed preliminary plat includes 5 residential lots for duplexes and one lot that is proposed to be dedicated back to the city. The lot to be dedicated is impacted by floodplain. The access to the property will be limited to one shared driveway on Lions Club Drive.

The plat appears to meet all applicable zoning, subdivision, and other requirements, as well as the configuration of the preliminary plat.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on November 12, 2019 and voted 4-2 to recommend approval of the preliminary plat. On November 18, 2019, the City Council voted to approve the preliminary plat by resolution.

Prepared by: Tom Coots, City Planner
Attachments: Final Plat, Ordinance
ORDINANCE NO. _______

AN ORDINANCE TO APPROVE THE MAJOR SUBDIVISION FINAL PLAT OF SOUTH MEADOW SUBDIVISION. (SUB19-05)

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

SECTION 1: An ordinance approving the Major Subdivision Final Plat of South Meadow Subdivision in the City of Rolla, Phelps County, Missouri through the subdivision process.

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


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: Miner Crossing: a minor subdivision to combine two platted lots and an unplatted property into one commercial lot located at 1009 S Bishop Ave (State Hwy 63)

(SUB19-09)

MEETING DATE: December 16, 2019

Application and Notice:
Applicant - Torey Woodcock of Woodcock Investments, LLC
Owner - Michael and Amy Liu
Public Notice - Information available on city website

Background: The property consists of two platted lots and an unplatted property. The applicant intends to redevelop the property. The plat to combine the lots into one lot will allow for more options for redevelopment. The applicant has also applied to rezone a portion of the property from the R-2, Two Family district to the C-2, General Retail district.

Property Details:
Current zoning - R-2, Two Family to C-2, General Retail
Current use - Commercial (restaurant)
Proposed use - Commercial
Land area - About 23,000 sq. ft.

Public Facilities/Improvements:
Streets - The subject property has frontage on Bishop Ave (State Hwy 63), a principal arterial street; and 11th Street, a local street.
Sidewalks - Sidewalks exist on both street frontages.
Utilities - The subject property should have access to all needed public utilities.
Drainage - Drainage will be reviewed at the time of development, however, since the property has already been completely developed, likely no on-site detention will be needed.

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for commercial uses.
Discussion: The proposed plat appears to meet all requirements. The plat will allow for the redevelopment of the property.

Planning and Zoning Commission Recommendation:
The Rolla Planning and Zoning Commission conducted a public hearing on December 10, 2019 and voted 6-0 to recommend approval of the request.

Prepared by: Tom Coats, City Planner
Attachments: Final Plat, Ordinance
ORDINANCE NO. ________

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF MINER CROSSING. (SUB19-09)

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

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

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


APPROVED:

_________________________
Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
City Counselor
COMMENTARY:

The attached ordinance 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 ordinance.
STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT  

RETURN AMENDMENT NO LATER THAN DECEMBER 31, 2019 TO:

Steven W. Beeson, Procurement Officer I  
steven.beeson1@doc.mo.gov  
(573) 526-6590 (Phone)  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

<table>
<thead>
<tr>
<th>DATE</th>
<th>VENDOR IDENTIFICATION</th>
<th>CONTRACT NUMBER</th>
<th>CONTRACT DESCRIPTION</th>
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<tr>
<td>November 25, 2019</td>
<td>Attn: Steve Hargis City of Rolla 901 North Elm Street 3rd Floor City Hall Rolla, Missouri 65401</td>
<td>Amendment 002 W18708051</td>
<td>Supervised Work Release Program Agreement for South Central Correctional Center</td>
</tr>
</tbody>
</table>

CONTRACT W18708051 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1 on page 1, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of March 1, 2020 through February 28, 2021.

All terms, conditions, and provisions of the previous contract period, including pricing, shall remain and apply hereto.

If in agreement, the contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: The City of Rolla  
Mailing Address: P.O. Box 979  
City, State, Zip: Rolla, MO 65401  
Telephone: (573) 426-6948 Fax: (573) 364-8602  
MissouriBUYSSYSTEMID:  
Email: admin@rollacity.org  
Authorized Signer's Printed Name and Title:  
Authorized Signature: Date:  

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Michele Buckner, Warden, South Central Correctional Center Date  
Alana Boyles, Director, Division of Adult Institutions Date
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 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 Supervised Work Release Program 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
Over the last year, Brad Woods, City of Rolla Emergency Management Director, in conjunction with all City of Rolla Department Directors, have updated the City of Rolla Emergency Operation Plan.

The Emergency Operations Plan lays a framework that will allow The City of Rolla to save lives, minimize injuries, protect property and the environment, preserve functioning civil government, insure constituted authority, and maintain economic activities essential to the survival and recovery from natural and man-made disasters. It is not the intent of this plan to deal with those events that happen on a daily basis, which do not cause widespread problems and are handled routinely by the city and/or county agencies.

This year the State Emergency Management Agency (SEMA) required the plan to be updated from an annex format to an Emergency Support Function (ESF) format. This format update will allow the Incident Commander and Community Leaders to seamlessly interact with the appropriate SEMA ESF such as ESF 3 – Public Works, ESF 4 – Firefighting, ESF 6 – Mass Care.

In addition, as part of the update, each City of Rolla Department Director, Rolla Municipal Utilities, Phelps Health, Phelps County Health Department, and American Red Cross has reviewed and revised their specific function.

This plan demonstrates the communities’ commitment to hope for the best while always planning for the worst, serving as a tool to help local decision makers manage large scale catastrophic events.

SEMA and The Federal Emergency Management Agency (FEMA) requires this plan be updated every five years to be eligible for grant funding.

The entire Emergency Operation Plan may been viewed in the office of Carol Daniels, City Clerk.

**Recommendation:** Motion to approve the Resolution Adopting the City of Rolla Emergency Operations Plan.
RESOLUTION NO. __________

A RESOLUTION ADOPTING THE 2019 CITY OF ROLLA, MISSOURI EMERGENCY OPERATIONS PLAN.

WHEREAS, City of Rolla officials, in conjunction with the State Emergency Management Agency, have developed an emergency operations plan that will enhance their emergency response capability. This document is the result of that effort; and

WHEREAS, it is designed to promote the coordination of statewide emergency services and the use of available resources to minimize the effects of a major disaster (natural or otherwise) on life and property of the citizens of Missouri. It also incorporates the principles and processes of the National Incident Management System (NIMS) and the Incident Command System (ICS); and

WHEREAS, this plan, when used properly and updated annually, can assist local government officials in responding to and recovering from the effects of natural and man-made disasters. This plan and its provisions will become official when it has been signed and dated below by the concurring government officials.

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

Section 1: That the City Council of the City of Rolla, Missouri, hereby adopts the 2019 City of Rolla Emergency Operations Plan.

Section 2: That this resolution shall 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

IV. C. 2.
Appendix 1 to the Basic Plan

EMERGENCY SUPPORT FUNCTIONS & RESPONSIBILITY CHART
CITY OF ROLLA

<table>
<thead>
<tr>
<th>P &amp; S Chart</th>
<th>Transportation</th>
<th>Communications</th>
<th>Public Works and Engineering</th>
<th>Firefighting</th>
<th>Information and Planning</th>
<th>Mass Care, Temporary Housing and Human Services</th>
<th>Logistics</th>
<th>Public Health and Medical Services</th>
<th>Search and Rescue</th>
<th>Oil and Hazardous Materials Response</th>
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P = Primary  S = Support  * = Joint

* Assignments will vary depending upon the municipality.
### ESF ROLES AND RESPONSIBILITIES

<table>
<thead>
<tr>
<th>Emergency Support Function (ESF)</th>
<th>Roles and Responsibilities (not all inclusive)</th>
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<tbody>
<tr>
<td><strong>ESF-1 Transportation</strong></td>
<td>• Transportation modes management and control</td>
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<td><strong>ESF-2 Communications</strong></td>
<td>• Coordination with telecommunications and information technology industries</td>
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<td>• Coordination of the reestablishment and provision of critical communications infrastructure</td>
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<td>• Protection, reestablishment, and sustainment of national cyber and information technology resources</td>
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<td>• Facilitation of the stabilization of systems and applications from cyber events</td>
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<td><strong>ESF-3 Public Works &amp; Engineering</strong></td>
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<td>• Engineering services and construction management</td>
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<td>• Emergency contracting support for lifesaving and life-sustaining services</td>
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<td><strong>ESF-4 Firefighting</strong></td>
<td>• Coordinates the support for the detection and suppression of fires</td>
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<td>• Support to wildland, rural, and urban firefighting</td>
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<td><strong>ESF-5 Information and Planning</strong></td>
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<td>• Information collection, analysis, and dissemination</td>
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<td><strong>ESF-6 Mass Care</strong></td>
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<td><strong>ESF-7 Logistics</strong></td>
<td>• Comprehensive, incident logistics planning, management, and sustainment capability</td>
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<td><strong>ESF-8 Public Health and Medical Services</strong></td>
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<td>• Medical surge support including patient movement</td>
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<td>• Mass fatality management</td>
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</table>
| ESF-9 Search and Rescue | • Structural collapse (urban) search and rescue  
| | • Water search and rescue  
| | • Land search and rescue  
| ESF-10 Oil and Hazardous Materials Response | • Environmental assessment of the nature and extent of oil and hazardous materials contamination  
| | • Environmental decontamination and cleanup, including buildings/structures and management of contaminated waste  
| ESF-11 Agriculture and Natural Resources | • Nutrition assistance  
| | • Animal and agricultural health issue response  
| | • Food safety and security  
| | • Natural and cultural resources and historic properties protection  
| ESF-12 Energy | • Energy infrastructure assessment, repair, and restoration  
| | • Energy industry utilities coordination  
| | • Energy forecast  
| ESF-13 Public Safety and Security | • Facility and resource security  
| | • Security planning and technical resource assistance  
| | • Public safety and security support  
| | • Support to access, traffic, and crowd control  
| ESF-15 Public Information | • Coordinate the release of accurate, coordinated, timely, and accessible public information to affected audiences  
| | • Work closely with state and local officials to ensure outreach to the whole community  
| | • Media and community relations  

IV.C.5.
Emergency Support Function (ESF) #4
Firefighting

Primary Agency/ESF Coordinator

City of Rolla Fire Department

Support Agencies:

City of Rolla Public Works
Phelps County Sheriff's Office
City of Rolla Police Department
Mo S&T Police Department
Phelps Health
Missouri State Highway Patrol
American Red Cross
Task Force I
USAR- Columbia

I. PURPOSE

Emergency Support Function (ESF) #4 Firefighting provides local support for the detection and suppression of fires resulting from, or occurring coincidentally with, an incident requiring a coordinated response for assistance.

The functions of the Hazardous Materials Emergency Response fall under the auspices of the fire departments/districts and are more clearly defined in ESF #10 Oil and Hazardous Materials Response.

The search and rescue functions also fall under the auspices of the local fire departments/districts and are accomplished with their support. The specific duties of that function as it relates to ESF #4 can be found in ESF #9 Search and Rescue.

II. SCOPE

ESF #4 manages and coordinates firefighting activities, including the detection and suppression of fires and provides personnel, equipment, and supplies in support of local agencies involved in firefighting operations.

Specifically, ESF #4 Firefighting addresses, but is not limited to:

- Support to wild land, rural, and urban fire suppression and mitigation operations
- Incident management structures
- Resource augmentation, such as mutual aid
III. SITUATION AND PLANNING ASSUMPTIONS

A. Situation

1. The City of Rolla is served by the following fire departments/districts. For a complete list of these departments and their resources can be found in WEBEOC. They are all dispatched through the Central Communications 9-1-1 Center.
   
a. City of Rolla Fire & Rescue
b. Rolla Rural Fire Protection District
c. St. James Fire Protection District
d. Doolittle Fire Protection District
e. Vichy Fire Protection District
f. Edgar Springs Fire Protection District

2. These fire services maintain mutual aid agreements between one another, as well as, with surrounding services outside the County. They concur with the Statewide Fire Mutual Aid System.

3. Fire services provide search and rescue operations in Phelps County, with support from the local law enforcement agencies, the Missouri State Highway Patrol, and the Missouri National Guard (see ESF #9 Search and Rescue).

4. In addition to fire suppression, the fire services are trained in hazardous materials response (see ESF #10 Oil and Hazardous Materials Response), provide weather spotting, and assist the ambulance service as first responders.

B. Planning Assumptions

1. The City of Rolla Fire & Rescue Department will maintain the equipment and level of training necessary to perform emergency firefighting functions.

2. Firefighting resources may be severely limited in a major disaster and will be assigned on a priority basis.

3. For efficient and effective fire suppression, mutual aid may be required from various local firefighting agencies. This requires the use of the Unified Command System together with compatible equipment and communications.

4. State and Federal firefighting resources will respond when called upon, but their ability to react quickly may be limited.

IV. CONCEPT OF OPERATIONS
A. General

1. Close coordination will be maintained with state and federal officials to determine potential emergency support needs and the most expeditious means of acquiring that support. The National Incident Management Systems (NIMS) and the Unified Command System will be used to manage the incident and to ensure coordination and communication among all levels of the government.

2. The City of Rolla is at risk from several hazards with the potential to create a need to activate ESF #4. Activation of ESF #4 may result from or occur coincidentally with another emergency event. For more information on potential hazards, see the Region I Hazard Mitigation Plan.

3. The City of Rolla Fire & Rescue Department has equipment and personnel available to support emergency firefighting operations. The City of Rolla Fire & Rescue Department maintains both equipment and personnel resource lists that may be accessed from the Emergency Operations Center (EOC). Additionally, surrounding cities and counties have fire departments with equipment and resources available to support emergency firefighting operations in City of Rolla.

4. The City of Rolla Fire & Rescue Department trains their personnel in the Incident Command System (ICS) and the National Incident Management System (NIMS) to help ensure coordination during emergency situations.

5. Tactical firefighting operations will be controlled by the Incident Commander(s) at the scene(s) using the ICS structure. The Incident Commander(s) will assess the need for additional resources and request that the EOC deploy assets to support field operations.

6. Outside firefighting resources will be controlled by the procedures outlined in mutual aid agreements. These agencies will remain under the direct control of the sponsoring agency, but will be assigned by the Incident Commander and/or the EOC to respond as necessary.

7. The County/City Emergency Operations Center (EOC) will serve as the central location for interagency coordination and executive decision-making, including all activities associated with ESF #4.

B. Actions by Operational Timeframe

1. Preparedness

   a. Maintain this ESF Annex as well as supporting operating procedures and guidelines.
   b. Ensure fire personnel receive appropriate emergency operations
training.
c. Ensure fire mutual aid agreements with surrounding jurisdictions are current.
d. Develop and maintain mutual aid agreements with private area resources that could be useful for fire prevention or suppression.
e. Develop and maintain standard operating guides, policies and checklists to support emergency firefighting operations.
f. Ensure emergency call-up and resource lists are current.
g. Ensure the availability of necessary equipment to support firefighting activities.
h. Participate in emergency training and exercises.

2. Response

a. Respond as required on a priority basis.
b. Activate mutual aid if needed.
c. Coordinate activities with other responding agencies.
d. Coordinate outside fire resources.
e. Alert or activate off-duty and auxiliary personnel as required by the emergency.
f. Conduct other specific response actions as dictated by the situation.

3. Recovery

a. Support clean up and restoration activities.
b. Review plans and procedures with key personnel and make revisions and changes.
c. Replenish supplies and repair damaged equipment.
d. Continue all activities in coordination with the EOC based on the requirements of the incident.
e. Participate in after-action briefings and develop after-action reports.
f. Make necessary changes in this ESF Annex and supporting plans and procedures.

4. Mitigation

Participate in hazard identification process and identify and correct vulnerabilities in the firefighting function.

V. ROLES AND RESPONSIBILITIES

A. Primary Agency/ESF Coordinator
City of Rolla Fire & Rescue Department

1. Reports to the EOC upon being notified.
2. Establishes communication links with support agencies and regional ESF #4 coordinators.
3. Obtains an initial fire situation and damage assessment through
established intelligence procedures.

4. Determines the appropriate management response to meet the request for assistance.

5. Obtains and distributes, through appropriate channels, incident contact information to emergency responders mobilized through ESF #4.

6. Analyzes each request before committing people and other resources.

7. Ensures employees will be provided with appropriate vaccinations, credentials, and personal protective equipment to operate in the all-hazard environment to which they are assigned.

8. Ensures that all employees involved in all-hazard response will be supported and managed by an agency leader, agency liaison, or interagency Incident Management Team.

9. Ensures that an all-hazard incident-specific briefing and training are accomplished prior to task implementation.

10. Obtains, maintains, and provides incident situation and damage assessment information through established procedures.

11. Coordinates incident resource needs and determines and resolves, as necessary, issues regarding resource shortages and resource ordering issues.

12. Maintains a complete log of actions taken, resource orders, records, and reports.

13. ESF #4 continuously acquires and assesses information on the incident and continues to identify the nature and extent of problems and establishes appropriate response missions.

14. Provides subject-matter experts/expertise regarding structural/urban/suburban fire and fire-related activities.

15. Assist in the dissemination of warning to the public (provide weather spotting, mobile public address systems, social media and storm sirens.

B. Support Agencies

1. Phelps County Sheriff's Office, City of Rolla Police Department, Missouri State Highway Patrol

   Assist with traffic control and security at the fire scene(s).

2. County/City Public Works Department

   a. Provide resources and personnel to support emergency firefighting operations.
   b. Work to ensure the availability of adequate water pressure to support firefighting activities.

VI. CONTINUITY OF GOVERNMENT

Lines of Succession for ESF #4 Firefighting:
1. Fire Chief, City of Rolla Fire & Rescue Fire Department
2. Assistant Fire Chief
3. Captain
Appendix I

FIRE AND RESCUE DIAGRAM

Direction and Control

City of Rolla Fire & Rescue

Other Resources

- Missouri State Highway Patrol
- Missouri Conservation Dept.
- Missouri Fire Marshal
- Phelps County
- American Red Cross
- Public Works
- MFD
- Task Force E
- USAF, Columbus

Rolla Rural
Polk Creek
St. James
Logan Springs
Vichy
Edgar Springs
Si. James

IV. C. 12.
Appendix 2
Aircraft down SOG

I. SITUATION

Rolla, Missouri, is located next to the Rolla Downtown Airport and approximately 11 miles south of the Rolla National Airport at Vichy in Maries County. There are several small, privately owned airfields located near Rolla.

II. ASSUMPTION

Rolla may be the location of a downed aircraft incident at anytime.

III. EXECUTION

The City of Rolla Fire & Rescue Department will coordinate emergency operations utilizing available city resources to save lives, protect property, and restore order in the event of a downed aircraft incident.

IV. TASKS

On receipt of a report of a downed aircraft the:

A. Rolla Central Communications Center

1. Dispatch personnel and equipment from the Police Department to secure the area and initiate human rescue operations.
2. Dispatch Fire Department personnel and equipment to suppress fire, determine if hazardous materials are involved, and assist with human rescue operations.
3. Contact the Public Works Department to furnish personnel, equipment, and other resources that may be required. Public Works personnel will assist the Police Department with traffic control and human rescue operations.
4. Notify Phelps Health to dispatch ambulances and to place their disaster plans into operations.
5. Contact the following:
   a. Police Chief
   b. Fire Chief
   c. Police Major
   d. Coroner (if fatality is found)
   e. City Administrator
   f. Mayor
   g. Airport Manager
6. Private contractors will be alerted to a stand-by basis.
7. Notify the Federal Aviation Administration:
   a. Location and time of crash
   b. Type of aircraft
   c. Any identification markings
d. Military or civilian aircraft
e. Whereabouts and condition of crew and passengers
f. Name and number of persons to contact for further information

B. The Police Department

1. Proceed to the crash site, establish security, provide traffic control, and ascertain where barricades or other traffic control equipment is needed.
2. Request the Mobile Command Post, if needed, and direct all supporting forces deployed.
3. Initiate rescue operations.
4. Provide security at the area where injured are taken.
5. Provide the Public Information Officer, who will be responsible for all major news releases, necessary information.
6. In coordination with the Fire and Public Works Departments, carry out any required evacuation.
7. Assist medical personnel with the injured and fatalities.
8. Alert and/or recall off-duty personnel.
9. Provide access and egress routes for rescue and emergency personnel.

C. Fire Department

1. Proceed to the crash site with personnel and equipment needed to suppress fires and contain any hazardous materials involved.
2. Assist Police Department with human rescue operations.
3. Coordinate evacuation, if needed.
4. Assist medical personnel with injured and fatalities.
5. Alert and/or recall off-duty personnel.
6. Provide flood lighting, flares, rope, and related equipment as needed.

D. Public Works Department

1. Provide personnel to assist with traffic control.
2. Provide personnel to assist with human rescue operations.
3. Provide barricades and other traffic control equipment as needed.
4. Clear debris from streets, etc. to keep routes clear for emergency personnel and equipment.
5. Assist Police and Fire Departments with evacuation.
6. Alert and/or recall off-duty personnel.

E. Park Department

1. Provide personnel and equipment to support the Public Works Department with clearing of debris, opening emergency routes, etc.
2. Assist Police Department with traffic control.
3. Alert and/or recall off-duty personnel.
4. Support the Police and Fire Departments with evacuation and human rescue.
F. Administration and Logistics

1. Normal administration and supply channels will be utilized by city departments.
2. Every effort will be made to use government resources before any supplies or resources are requested that involve a financial obligation on the part of the city.
3. Creation of a financial obligation by a department must be approved by the City Manager or his designated representative.

G. Purchasing Department

The Purchasing Agent shall be prepared to expedite emergency purchases.

H. Personnel Department

The Personnel Director shall be prepared to provide additional manpower when required.

I. American Red Cross

The American Red Cross through the American Red Cross has responsibility for providing emergency services for all types of disasters.

   1. Food for victims.
   2. Temporary shelter.
   3. Clothing for victims.
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) $280,000+/- DATE: 12/16/2019

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 November, staff met with Chamber representatives to review all three agreements. A redlined version of same is provided for Council consideration. The primary agreement is:

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

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

ATTEST: ___________________________  MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. D. A.
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.
CONTRACT FOR SERVICE – TOURISM/PROMOTION

THIS CONTRACT, made and entered into this 16th day of December, 2019, 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, 2024.

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 December 16, 2019, by means of this Contract to the RACC in order that the RACC may manage the Visitor Center Property, (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 Agreement.

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

4. If determined necessary by the City and Chamber the City will be responsible for extending the parking lot and looped service road.

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.

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.

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:

   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 areas 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

4. The Rolla Area Chamber of Commerce will produce an audited financial statement prepared by an independent CPA within ninety (90) 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 MarchFebruary 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. Tri-Annual Quarterly Reports - The Contractor shall submit an administrative Progress Report to the City every four months on a quarterly basis which describes the work performed during the most recent quarter (see Exhibit A).

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 JanuaryFebruary 1st of each year.

F. The City shall provide monthly hotel/motel sales tax remittance reports by the 245th of each month to Chamber for inclusion in the Chamber’s quarterly reports.

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 20, 2018 derived from the three (3) percent motel tax will be paid to the Rolla Area Chamber of Commerce by the twenty-fifth 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 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 16th DAY OF
DECEMBER, 2019.

ATTEST:

__________________________   __________________________
City Clerk                         Mayor

APPROVED BY THE CONTRACTOR ON THE ___ DAY OF
DECEMBER, 2019.

ATTEST:

__________________________   __________________________
President of the Board, RACC        Secretary/Treasurer, RACC
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
ITEM/SUBJECT: Resolution Leasing the City-Owned Forest Service Property to Rolla Chamber

BUDGET APPROPRIATION: $2,400

DATE: 12/16/2019

COMMENTARY:

In addition to the Contract for Tourism Services, the City has had a lease with the Chamber for the former Forest Service Property. Under the lease, the Chamber is responsible for maintaining the property, the historical buildings, and the Visitor Information Center. The annual lease payment is $25,550 payable from proceeds of the Motel Tax and remitted to the U.S. Forest Service for acquisition of the property. The base renewal runs concurrent with the Contract for Tourism Services (four years). The Chamber has done a nice job maintaining the ground and facilities with help from the City. The Chamber is in the process of replacing the shingles on the five historical structures.

Recommendation: Motion to approve said Resolution granting a four-year extension to the Forest Service Property Lease.
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

IV. E. 2.
CHAMBER LEASE-.visitor Center Property

This lease entered into this 16th day of December, 2019, 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, 2020, and extend through the 31st day of December, 2024.

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 December 16th, 2019, November 20th, 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 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 driveways.

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 $1,000,000 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 historicaleasements 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 and all buildings occupied thereon.

(d) Lessor shall be given any key(s) if 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 untailable 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 untailable 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 untailable, 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 untailable 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 sublettings 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 force throughout the term of this agreement and at its sole expense sufficient content coverage as determined by the Board.

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.

IV. E. O.
CITY OF ROLLA, MISSOURI

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

ROLLA AREA CHAMBER OF COMMERCE

By_____________________  
President of the Board  
Rolla Area Chamber of Commerce

Attest__________________  
Carol Daniels, City Clerk

Attest__________________  
Secretary/Treasurer

Approved as to Form:

By_____________________  
Lance Thurman, City Counselor
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:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

JF . F. 2.
FISCAL AGENT AGREEMENT

THIS Agreement entered into this 16th day of December, 2019, 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 collects 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 of this agreement and for costs incurred by City in support of tourism efforts, 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, and insurance). As such the City will prepare and submit annually to the Chamber by December 31st a statement of all such direct and indirect expenses, including but not limited to traffic control, security, trash services, property insurance, event space, 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 __________________________

President of the Board
Rolla Area Chamber of Commerce

Attest _______________________

Secretary/Treasurer

Carol Daniels, City Clerk

Approved as to Form:

By __________________________

Lance Thurman, City Counselor
DEPARTMENT HEAD: Brady Wilson
ACTION: Bid Award

ITEM/SUBJECT: Skid Steer Loader

BUDGET APPROPRIATION: $40,000
DATE: December 16, 2019

COMMENTARY:

In keeping with the Department’s equipment replacement schedule, sealed bids were recently solicited for the purchase of one new skid steer loader to be used at the recycling center. The proposed purchase would replace an existing 2008 model. The bids that were received have been reviewed for completeness and are tabulated below.

After reviewing the bids, staff recommends purchasing the lowest bid that meets the minimum specifications which is a 2019 Bobcat S590 offered by Bobcat of St. Louis for $36,498. Once the new unit is received, the existing loader would be auctioned as surplus equipment.

BIDS RECEIVED FOR SKID STEER LOADER:

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<th>Vendor</th>
<th>Make/Model</th>
<th>Purchase Price</th>
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</thead>
<tbody>
<tr>
<td>Forklifts of Central MO Jefferson City, MO</td>
<td>2019 Bobcat S590</td>
<td>$37,199.43</td>
</tr>
<tr>
<td>Bobcat of St. Louis Valley Park, MO</td>
<td>2019 Bobcat S590</td>
<td>$36,498.00</td>
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<tr>
<td>Bobcat of St. Louis</td>
<td>2019 Bobcat S570</td>
<td>$34,856.50</td>
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<tr>
<td>Bobcat of St. Louis</td>
<td>2019 Bobcat S595</td>
<td>$38,451.70</td>
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Item V.A.1.
DEPARTMENT HEAD: Darin Pryor

ITEM/SUBJECT: Snow Plow

BUDGET APPROPRIATION $15,000

DATE: 12/16/19

COMMENTARY:

Staff received bids for a snow plow mounted to an existing dump truck. Three bids were received as follows:

Knapheide Truck Equipment
6603 Business 50 West
Jefferson City MO, 65109

Henderson Products, Inc.
400 W. Saint Eunice Rd.
Fulton MO, 65251

Bus Andrews Truck Equipment, Inc.
6603 Business 50 West
Jefferson City MO, 65109

$14,681.00

$15,391.00

$15,571.00

Staff recommends awarding the bid to Knapheide Truck Equipment for $14,681.00.