

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

COUNCIL PRAYER

Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL

Tuesday, January 18th, 2022; 6:30 P.M.

City Hall Council Chambers

901 North Elm Street

PRESIDING: **MAYOR LOUIS J. MAGDITS, IV**

COUNCIL ROLL: **MORIAH RENAUD, TERRY HIGGINS, MEGAN JOHNSON, ANN MURPHEY, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JODY EBERLY, ROBERT KESSINGER, CARROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND DEANNE LYONS**

PLEDGE OF ALLEGIANCE

Councilwoman Victoria Steen

I. PUBLIC HEARINGS

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Fire Chief Ron Smith: Presentation of Life Saving Awards.
- B. Ms. Lonna Sowers RDBA: Fountain Plaza Project

III. OLD BUSINESS

IV. NEW BUSINESS

- A. **Resolution** to approve MOU between the City of Rolla and RREC (Rolla Regional Economic Commission). (City Administrator John Butz) **Motion**
- B. **Ordinance** to approve interagency agreement between the City of Rolla and RADE (Rolla Area Drug Enforcement) (Police Chief Sean Fagan) **First Reading**

V. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to award bid to Capri Pool & Aquatics for the replacement of Splash Zone filter media. (Parks Director Floyd Jernigan)
- B. **Resolution** to consider a revision to the FY 2021 Budget. (Finance Director Steffanie Rogers) **Motion**
- C. **Resolution** to Authorize Participation in ARPA funding. (City Administrator John Butz) **Motion**

VI. CITIZEN COMMUNICATION

- A. Request to allow UTVs on city streets - Mr. Kelly Martin

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Appointment to Board of Adjustment

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION - Closed Session RSMo 610.021 (1) Legal Actions

X. ADJOURNMENT

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPT. HEAD: Ron Smith, Fire Chief

ACTION REQUESTED: Presentation

ITEM/SUBJECT: Life Saving Award

BUDGET APPROPRIATION: N/A

DATE: January 18, 2022

On October 04, 2021, the City of Rolla Fire & Rescue responded to a person having difficulty breathing located on Pilgrim Place. Upon arrival, fire crews found a patient not breathing with no pulse. Fire crews quickly conducted a patient assessment, placed AED pads, established an oral airway, began chest compression, and provided oxygen through a bag mask valve. A short time later, the AED indicated a shock was needed, and crews administered a shock through the department's AED. CPR continued after a shock was administered. A short time later, the AED indicated another shock was to be administered with CPR continuing after the shock was provided. Shortly after the shocks were provided, the Phelps County Ambulance arrived on the scene and both agencies continued to provide patient care.

Fire crews were dispatched from Fire Station 1 and arrived on scene within 1 minute and 52 seconds from the initial fire alarm. Crews worked with the patient for 17 minutes and 22 seconds before a rhythm was established and the patient was transferred to the hospital. By the time he arrived at the hospital the patient was fully alert and talking to the first responders.

Fire Administration also was made aware of the quick action of the neighbors – Bill and Tim Longinotti. At the time of the incident, Tim was working in the yard and heard the patient collapse. He quickly responded to his aid, and discovered him incapacitated, and experiencing extreme difficulty breathing. Through their quick contact with the 911 center, lifesaving personnel were dispatched to provide care.

It is our honor to award emeritus service award for providing lifesaving actions to B Shift Fire Station 1 Personnel: Allan Michaels, Captain, Ryan MacKay, Lieutenant, Ryan Day, Firefighter, Nathan German, Firefighter, Tim Longinotti, neighbor, and Bill Longinotti.

ITEM NO. II. A. 1

**CITY OF ROLLA
CITY COUNCIL AGENDA**

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

ITEM/SUBJECT: MOU Between the City of Rolla and RREC

BUDGET APPROPRIATION: \$40,000

DATE: January 18, 2022

COMMENTARY:

The City has been part of the Rolla Regional Economic Commission (RREC) since its founding in 2004. RREC is a county-wide coordination effort to promote Rolla and Phelps County for job creation and investment through the retention and attraction of industrial, manufacturing, and warehousing/distribution. RREC is not programmed to focus on tourism, housing, retail or quality of life issues though all of those efforts aid in retention and attraction.

For the first 15 years RREC employed a full-time professional and the City's annual contributions ranged from \$85,000 - \$115,000. Over the last couple years RREC has focused on our regional web presence and promotional materials as the community has little industrial property or building in its inventory. The City's FY 2022 budget allocation is \$40,000 and is leveraged by the 20 active RREC members (both public and private) that contribute approximately \$80,000 to fund RREC efforts. Mr. Dale Martin is the current Executive Director working as a part-time contract employee of RREC.

The attached MOU is for five years subject to annual appropriation by City Council through the budgeting process. RREC will present semi-annually an update to City Council.

Recommendation: Motion to approve the Resolution

IV.A.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ROLLA REGIONAL ECONOMIC COMMISSION AND THE CITY OF ROLLA.

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 Memorandum of Understanding (MOU) by and between the Rolla Regional Economic Commission and the City of Rolla, Missouri, a copy of said MOU is 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18th DAY OF DECEMBER 2022.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV.A.2

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ROLLA REGIONAL ECONOMIC COMMISSION
AND
THE CITY OF ROLLA, MISSOURI**

This Memorandum of Understanding, made and entered into this 18th day of January, 2022 is by and between the Rolla Regional Economic Commission, a Missouri Not-For-Profit Corporation (hereinafter referred to as the "RREC") and the City of Rolla, Missouri, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the RREC was established as a private, not-for-profit corporation created with the mission to further the economic development of Rolla and Phelps County, Missouri.

WHEREAS, the purpose of the RREC is to promote and assist the growth and development of core business opportunities in Rolla, St. James/Phelps County and the Rolla National Airport Industrial and Technology Park, including, but not necessarily limited to office, research, manufacturing and warehouse distribution concerns. It being the primary objective of this corporation to benefit the community by encouraging businesses to settle in the area to increase community wealth, alleviate unemployment, and for the purpose of social improvement and civic betterment; and in this context to have the power to lease, sell, manage, and develop manufacturing and industrial sites; and

WHEREAS, the RREC is engaged as an independent contractor and is not an officer, agent, or employee of the City; and

WHEREAS, the RREC is administered by a Board of Directors as provided for in the RREC By-Laws, as amended; and

WHEREAS, the City has been and continues to be a major investor in the economic development of the City to increase the tax base to improve the quality of life for the citizens of Rolla and as such intends for this relationship to be long-term with annually reviewed terms;

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the RREC set forth, the RREC and City agree as follows:

I. SCOPE OF SERVICES

A. The RREC will provide the following services.

- 1) RREC shall engage a qualified economic developer or industrial recruiter. Said employee or contractor shall perform such duties as are provided for in this Agreement together with such other economic development-related activities as may be assigned and required by the RREC. The RREC Board of Directors shall provide strategic direction and evaluate the performance of said employee on an annual basis; and
- 2) RREC shall complete an annual economic development work plan and submit same to the City Council after RREC adoption that shall include, at a minimum:

- a. An annual operating budget for the RREC and the previous year's financial report including contributing partners from other public and private sector entities.
 - b. Quantifiable goals and objectives for the year including a benchmarking report on key economic indicators for Rolla and Phelps County;
 - c. A marketing and industrial promotion/advertising program for the City of Rolla and Phelps County.
- 3) RREC shall submit to City Council minutes of regular board meetings;
- 4) RREC shall publicly present a semi-annual progress report to the City for the purpose of reporting on services provided and identifying further steps needed to improve economic development within Rolla/Phelps County. The report shall include the following information at a minimum:
 - a. Identification of prospective businesses and industry and status of same (generic details only)
 - b. Key tasks and efforts by RREC and the Executive Director
 - c. Identification of community needs to enhance economic opportunities throughout Phelps County (i.e. industrial buildings, land, infrastructure, housing, etc.)
- 5) RREC shall arrange for an audit of its financial statements at least bi-annually performed in accordance with generally accepted auditing standards and shall furnish the City with a copy of the audit as soon as practicable. The City's Finance Director, or a designated representative, shall, at any time, have the right to inspect and audit all books and records of the RREC. If there are performance issues, said issues may be deemed a violation by the City and the process to remedy such violation pursuant to Section X of this Agreement shall then apply; and
- 6) RREC shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the services rendered, caused by the negligent act or omission of the RREC, any subcontractor, employee, and anyone else for whose acts any of them may be liable.

II. TERM AND TIME OF PERFORMANCE

- A) The term of this Agreement shall be for five fiscal years subject to annual appropriation. The Mayor may renew the agreement for an additional term subject to budgetary review and appropriation by the City Council.
- B) The City will provide the following:
 - 1) The City hereby agrees to compensate RREC for the services described in Section 1 of this Agreement subject to annual appropriation (\$40,000 in FY 2022). Should the City not appropriate sufficient funds under this Memorandum the City shall provide notice of termination as stipulated under Article X herein.
 - 2) The City may provide administrative support for an agreed upon fee, such as personnel, accounting and health insurance coverage, and technical support to the RREC for the implementation of projects

involving job creation, new capital investment or infrastructure improvements, and any State or Federal grant/loan programs under a separate agreement.

III. METHOD OF PAYMENT

Upon execution of this Agreement, the City may elect to provide equal quarterly payments during the City's fiscal year.

IV. SUBCONTRACTS

The RREC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party of the Agreement.

V. REPRESENTATION ON BOARD

It is agreed that the RREC Board of Directors has been created to oversee operation of the RREC. The City will possess one permanent voting position on the Board to consist of the Mayor or his appointed delegate. In addition the City will appoint three at-large Board positions to be nominated by the Mayor and approved by City Council.

VI. NON-DISCRIMINATION PROVISIONS

The RREC and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The RREC and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VIII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City of Rolla, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri. No board member shall receive any salary from the corporation; however, members may receive payment for services rendered in accordance with the procurement policies of the City of Rolla and reimbursement for actual costs incurred in the official conduct of duties provided herein.

IX. DISSOLUTION OF RREC

Upon dissolution of RREC, all liabilities and obligations of the Corporation shall first be paid, satisfied and discharged or adequate provisions shall be made therefore. After the payment of such liabilities and obligations or satisfactory arrangement made therefore, the remaining assets shall be transferred assigned and conveyed to

the City of Rolla, Missouri; provided that such dissolution fully comply with the provisions of RSMo 355-230 or any amendments thereto.

X. CANCELLED, TERMINATION OR SUSPENSION

This Agreement may be terminated following a six-month written notice by either party, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that the RREC is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

In the event of such default or violation by the RREC, the City shall send to the RREC by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The RREC shall cure or remedy said violation or default within thirty (30) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within thirty (30) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. The RREC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the RREC.

XI. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

City Administrator
City of Rolla, Missouri
P.O. Box 979
Rolla, MO 65402

Notice to RREC shall be addressed to:

RREC Executive Director
Rolla Regional Economic Commission
2028 South Bishop Ave. #240
Rolla, MO 65401

XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the RREC mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the

parties that all the other provisions of this Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral written, are hereby merged into and made a part hereof, and are of not further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

City of Rolla, Missouri
A Municipal Corporation

Rolla Regional
Economic Commission

Louis J Magdits IV, Mayor

President,
Board of Directors

ATTEST:

ATTEST:

Lorri Thurman, City Clerk

Secretary

APPROVED AS TO FORM:

City Counselor

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Drug Enforcement Interagency Agreement

BUDGET APPROPRIATION (IF APPLICABLE): \$75,000

DATE: January 18, 2022

Commentary:

The Rolla Police Department and the Phelps County Sheriff's Department have recently withdrawn their membership in the South Central Drug Task Force (SCDTF) and would like to form a task force that will more effectively fight drug activity in the Rolla/Phelps region as opposed to the much broader region that the SCDTF covered. The new group will be called the Rolla Area Drug Enforcement (RADE) Task Force.

Attached is the Interagency Agreement and By-Laws to create this multi-jurisdictional drug task force, which will provide more effective law enforcement protection against those who engage in the distribution of narcotics and dangerous drugs in the Rolla area.

The Rolla Police Department will continue to employ one officer assigned as a Narcotics Investigator, a position we have had in place for many years. The current estimated cost of salary, benefits, and equipment for this employee amounts to approximately \$75,000, annually.

Recommendation:

Staff recommends the first reading of the ordinance authorizing the mayor to enter into this agreement.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA AREA DRUG ENFORCEMENT TASKFORCE (RADE).

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 Rolla Area Drug Enforcement Taskforce, a copy of said Interagency Agreement is attached hereto and marked Exhibit A. A copy of the Constitution and Bylaws for said Taskforce is attached hereto and marked Exhibit B.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF JANUARY, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV.B.2

"Exhibit A"

Rolla Area Drug Enforcement Task Force Interagency Agreement

The undersigned law enforcement agencies now enter into this interagency agreement to create a multi-jurisdictional drug task force to provide more effective law enforcement protection against those who engage in the distribution of narcotics and dangerous drugs, and are effective as to each party as of the date of execution by that party as shown below, by and between the respective law enforcement agencies.

Recitals:

A. Missouri law (Article VI, §16 of the Missouri Constitution and §§ 70.210 through 70.320, RSMo) authorizes Missouri political subdivisions, including counties and municipalities, to enter into cooperation agreements with other political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such political subdivisions shall be within the original scope of their powers.

B. The Rolla Area Drug Enforcement Taskforce (herein "RADE") is a multi-jurisdictional enforcement group formed pursuant to §650.156, RSMo, to provide within the State of Missouri, to investigate and enforce narcotics violations and organizations involved in drug related activity.

C. The parties hereto, recognizing that each is individually responsible for responding to emergencies within its own jurisdiction using all available resources to protect the health, safety, and property of its citizens, have deemed it to be in the best interests of all to enter into this Agreement to provide for the intensive professional investigation of narcotics and drug law violations.

The undersigned parties agree to the following:

I. Parties: Parties to this agreement are:

a. RADE Board of Directors

The RADE Board of Directors will represent the participating parties to this agreement. The Board of Directors will be responsible for the implementation and conduct of the terms of this agreement on behalf of the participating parties.

b. Task Force Members

Task Force members may be comprised of County Sheriff Departments, Police Departments, and State agencies in the area as approved by the Board of Directors and their respective governmental agencies. Representatives from these agencies shall be the contact individual for their respective agencies providing specific criminal targets or narcotic information to the Task Force Coordinator of RADE . The Task Force Coordinator will be the day-to-day operations supervisor.

II. Purpose of RADE

The primary purpose of RADE consists of the following:

- a. To conduct various types of narcotics investigations on individuals and organizations engaged in drug-related activities.
- b. To establish liaison with respective state and federal prosecutors for legal advice and to encourage prosecution of RADE investigations.
- c. To maintain intelligence on the trafficking of narcotics and dangerous drugs and other related criminal activities.
- d. To establish liaison with local, state, and federal law enforcement agencies to better coordinate drug investigations and disseminate drug-related intelligence.

III. Financial Obligations of Member Agencies

The parties undersigned agree that personnel appointed to RADE from member agencies will remain employees of the respective departments. Those departments agree to supply the necessary equipment and compensate their officer(s) for personal services that support RADE operations. Such compensation shall include but is not limited to wages, overtime, liability insurance, and workers' compensation, as well as personal protective equipment and vehicle . Additional associate members may be admitted to RADE by an annual appropriation in an amount determined by the Board of Directors not less than ten thousand dollars (\$10,000.00) as described in the approved By-Laws.

IV. Duties of Task Force Board of Directors

- a. The Board of Directors will monitor and provide as many investigators as deemed appropriate and manageable by the Board of Directors and member agencies.
- b. The Board of Directors will establish and manage an investigative fund. All restitution money returned by a court shall be placed into the investigation fund.
- c. The Board of Directors will hold semi-annual meetings with Task Force Coordinator, or more often when needed.
- d. The Board of Directors shall appoint a qualified Task Force Coordinator/Commander to manage and oversee operations. They must have at least three (3) years of experience as a narcotics investigator. The Board of Directors will make their selection based on the candidate's total experience and education.
- e. The Board of Directors will approve an operations manual for RADE and review it annually for necessary updates.
- f. The Board of Directors will file an annual summary report of RADE activities and finances with each participating governing agency each February for the previous calendar year or within sixty days of the end of the fiscal year.

V. Operations Procedures

An approved operational manual shall be developed, maintained and approved per the By-Laws. In summary the parties agree the following operational procedures shall prevail for the duration of this agreement:

A. Task Force Coordinator/Commander

1. Will have complete control of the day-to-day operations of the task force.
2. He/she will be responsible for supervising the daily investigative activities of the Task Force Officers and implementing the directions of the Board of Directors.
3. Will suggest narcotics/police training for assigned investigators to attend through their home agency.
4. Will oversee the use of the investigative fund and approve operations plans for task force operations.
5. Will provide information to the Board of Directors regarding operations and personnel as needed directed by the board.

B. Task Force Officers

1. Will be approved by the Board of Directors after interviews, background investigations, and recommendations by an interview board as described in the Constitution and By-Laws of the Task Force.
2. Must be a Missouri POST Certified police officer and be employed by a member agency. Once assigned, the task force officer shall be solely directed and supervised by the Coordinator/Commander.
3. Will adhere to all laws of the State of Missouri and the United States of America and maintain compliance with the task force policies and procedures related to operations and conduct.
4. Will report to the Task Force Coordinator/Commander or his designee as soon as possible any incident, accident, or conduct by the task force officer that might reflect unfavorably upon any party to this agreement. Violation of task force policies and procedures by an assigned officer shall be sufficient grounds for dismissal from the Task Force by the Board of Directors.

C. Investigative Funds

Investigative funds may be provided by the member agencies, subject to appropriation and will be expended, accounted for, and audited in accordance with the policy outlined in the Task Force manual.

D. Other Operational Considerations

1. Report Writing- Task Force Officers will utilize the reporting system, forms, evidence system, etc of their parent agency. The Task Force Coordinator will review all reports before submission.
2. Confidential Sources-The Task Force's confidential informant documentation, handling procedures, and payment procedures shall be utilized by task force officers.
3. The local authority in whose jurisdiction the Task Force is operating shall be notified in possible and, when appropriate, shall participate in the operation. This provision may be waived if exigent circumstances do not permit

notification and/or participation or if the Task Force Coordinator believes an unusual occurrence makes the notification or participation unwise.

E. Termination/Modification of Agreement

Any party may withdraw from this agreement thirty days after providing written notice of withdrawal to all other parties. Withdrawal from the agreement requires an ordinance or resolution from the respective legislative body of the withdrawing law enforcement agency. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.

F. Duration of this Agreement

This agreement shall commence on the day signed by the Agency's Governing Body. It shall be considered renewed annually in good standing unless/until one of the parties withdraw from the agreement as prescribed above.

Mayor Louis J Magdits IV
City of Rolla

Date

Mr. Randy Verkamp
Presiding Phelps County Commissioner

Date

Sheriff Mike Kirm
Phelps County Sheriff's Department

Date

Chief Sean Fagan
Rolla Police Department

Date

W.B.6

"Exhibit B"

Rolla Area Drug Enforcement Task Force

Constitution and By-Laws

Article I

Section 1 Name

This organization shall be known as Rolla Area Drug Enforcement Task Force otherwise known as "RADE" herein.

Section 2 Objectives

The purpose and objectives of this organization are as follows:

- A. To assist in, foster, promote, and encourage the prevention, control and eradication of the illegal importing, manufacture, distribution, possession, and use of drugs and controlled substances.
- B. To educate, encourage, and assist the general public, employers, state, and local governments and their agencies; public and private educational schools and institutions, civic groups and clubs; charitable, educational and religious organizations; and other individuals, organization and entities, in the prevention control and eradication of the illegal import, manufacture, distribution, possession, and improper use of drugs and controlled substances.
- C. In furtherance of and supplemental to the foregoing purposes:
 1. To assist law enforcement with various types of criminal activity.
 2. To coordinate and generally direct law enforcement activities as needed.
 3. To work and cooperate with all state and local agencies or persons whose objective it is to combat all types of criminal activity.
 4. To use all talent and manpower to combat criminal activity on a cooperative basis.
 5. To assist in the development of effective criminal law enforcement.
 6. To disseminate information and to educate the public in the areas of crime recognition and prevention.
 7. To assist in the preservation of justice under the Constitution of the United States and the State of Missouri through effective law enforcement.

Rolla Area Drug Enforcement Task Force

Constitution and By-Laws

Article II

Section 1 Members

- A. RADE membership is limited to the Chief Executive Officers, or their designee, of participating law enforcement agencies at the state, county, or city level, and any other member required by statute.
- B. Active members are agencies that devote individuals to the task force on a full-time basis and participate in an interagency agreement.
- C. Associate members are agencies that pay an annual fee of \$10,000 to the RADE Task Force and cooperate with the task force and the terms of an interagency agreement.

Section 2 Board of Directors

- A. RADE Board of Directors shall be comprised of the head law enforcement officer of every agency authorized by the interagency agreement. The board shall consist of a minimum of three (3) members. If there are only two agencies currently active in the interagency agreement, the third Director shall be elected unanimously by the head law enforcement officer of the participating agencies, and such person shall be required to have a current P.O.S.T. certification. The Board of Directors shall consist of a Chairman, a Co-Chairman and at least one (1) additional member. In the event of an even number of board members, a tie vote fails.
- B. Elected Officers of the Board of Directors shall serve two (2) year terms and are elected by a simple majority vote every other December.
- C. Members of the Board of Directors must be active members of RADE unless there is a vacancy leaving only two (2) members. In that scenario, the two (2) current board members shall agree on an appointee to the board who must then be voted on during the next election. The appointee must be an active or associate member of RADE.
- D. The Board of Directors shall be the governing body of RADE and shall have authority to take all appropriate measures and to perform all duties required to accomplish the day to day operations of the organization. This shall be pursuant to the terms of this Constitution and By-Laws and the terms of any interagency agreement of RADE.

Section 3 Meetings

- A. The Board of Directors of RADE shall meet semi-annually at such time and place designated by the Chairman. Special or emergency meetings may be convened at a time and place designated by the Chairman in addition to quarterly meetings.
- B. Biannual meetings of RADE for the purpose of electing officers shall be held in the month of December each year. Election of officers will be held at this meeting.
- C. For the purpose of considering and disposing of official matters at the business session of any meeting for RADE, a quorum shall consist of a simple majority of members entitled to vote who are present at the meeting.
- D. All meetings conducted by RADE shall be governed by the parliamentary rules and usages contained in Roberts Rules of Order.
- E. All task force meeting will be in compliance to Sunshine Law request, with the exception to that business held in closed session.

Section 4 Adding or Removing Members

- A. Additional agencies may be added upon approval by a majority approval of all of the existing board of directors. The addition of additional agencies will require a new Interagency Agreement, signed by the Governing Bodies.
- B. Agencies may be removed from the task force either by resignation in the form of an ordinance or resolution approved by the legislative body of the political subdivision, or by majority vote of the board of directors. All governing bodies will be notified of departing members.

Rolla Area Drug Enforcement Task Force

Constitution and By-Laws

Article III

Section 1 Funds and Accounts

- A.** RADE does not anticipate any direct funding sources for the purpose of operation of the organization.
- B.** The Board of Directors of RADE may form an account for investigative funds as agreed upon by the participating member agencies via CAFA or Federal Asset Forfeiture through home agencies.

Section 2 Liabilities, Insurance, Salary, and Equipment

- A.** All law enforcement personnel assigned to RADE from member agencies will remain employees of the respective departments and those departments shall supply necessary equipment items such as vehicle and protective gear, , and to compensate their officer(s) for personal services rendered in support of RADE operations. Such compensation shall include, but is not limited to, wages, overtime, liability insurance, and worker's compensation.
- B.** Agencies joining RADE must assign an officer or provide a dollar amount not less than \$10,000 annual for buy funds, RADE equipment, or equitable reimbursement to those providing full-time staffing.

Rolla Area Drug Enforcement Task Force

Constitution and By-Laws

Article IV

Section 1 Operations

- A.** The Board of Directors shall appoint and approve a Task Force Coordinator for RADE who will have day-to-day control of operations.
- B.** The Board of Directors shall develop and approve a task force operations manual which should be updated as needed.

Section 2 Assignment of Task Force Officers

- A.** Law enforcement officers to be assigned to RADE shall be interviewed by the Task Force Coordinator and two (2) Board Members or their designee(s).
- B.** Candidate Officers must have undergone a sufficient background investigation by their respective agency, or be willing to have one conducted by the Task Force Coordinator prior to assignment.
- C.** Candidate Officers must be approved by a vote of the Board of Directors.

Rolla Area Drug Enforcement Task Force

Constitution and By-Laws

Article V

Section 1 Amendments

The Constitution and By-Laws may be amended by the affirmative vote of a simple majority of board members present and eligible to vote at the business session of any meeting of RADE provided the proposed amendment, which may be filed by one or more member of the Task Force with the Chairman, shall have been submitted in writing at least 30 days before the meeting at which it is to be offered. The Chairman or his/her designee shall notify the membership of the proposed amendment by electronic mail at least ten (10) days before the meeting.

Amendments will be provided in writing to governing bodies.

10.3.12

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ITEM/SUBJECT: Replacement of Splash Zone filter media

ACTION REQUESTED: Approval of staff recommendation

BUDGET APPROPRIATION (IF APPLICABLE) \$13,000

DATE: January 18, 2022

COMMENTARY:

Splash Zone is in need to replacing its sand filter media. Filter media traps contaminants for a safer, cleaner pool. Sand is to be replaced every 5-7 years and this is overdue. We are proposing to use glass beads, which has a better filtration rate (trapping smaller size particles), lasts longer, creates better flow so the pumps don't work as hard, promotes healthier swimming, and saves on water and chemistry usage. Staff recommends acceptance of the low bid from Capri Pools & Aquatics. Note: Capri pricing based on acceptance and completion of work prior to March 1.

Company	Model	Price
Capri Pool & Aquatics Edwardsville, Ill.	Remove existing sand media and dispose; install new glass media and gaskets.	\$11,250.00
Westport Pools Maryland Heights, Mo.	Remove existing sand media and dispose; install new glass media and gaskets.	\$21,553.33
Vaughan Pools, Rolla, Mo.	Remove existing sand media and dispose; install new glass media and gaskets.	\$24,379.76



ITEM NO. V. A.1

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Steffanie Rogers
Finance Director **ACTION REQUESTED:** Resolution

DATE: January 18, 2022 **BUDGET APPROPRIATION:** \$ 0.00

SUBJECT: A Motion To Consider a Revision to the FY 2021 Budget

COMMENTARY:

According to the budgetary state statute (Chapter 67, RSMo), actual expenditures may not exceed budgeted expenditures for any fund maintained by the City. There are a number of unforeseen expenditures usually offset with unplanned revenues and year-end depreciation changes. In order to comply with Chapter 67, RSMo, the City of Rolla has evaluated its financial position prior to closing the fiscal year-end and based upon the information available, additional budget adjustments are being submitted for council review and approval.

Attached to this commentary is a spreadsheet of the proposed budget adjustments, identifying the requested year-end revisions to the fiscal year 2021 budget. The presented budget adjustments increase budgeted revenues by \$4,247,950 (mostly through \$899,000 reimbursed by the Rolla Rural Fire District and increases in Federal Grants (\$2,061,340 ARPA), sales tax and use taxes) and an increase in expenditures of \$2,888,993 (depreciation expenses of \$1,192,500 sewer and environmental services). Not including depreciation and ARPA, the budget adjustments provide a net change of almost \$490,117. These adjustments are intended to modify the budget to the actual year-end projections.

Staff is recommending the approval of this resolution to revise the fiscal year 2021 budget.

ITEM NO. V.B.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND APPROPRIATING FUNDS PURSUANT THERETO.

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

- Section 1: The budget adjustments for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2020, a copy of which is attached hereto as Exhibit A, is hereby adopted.
- Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said resolution.
- Section 3: This resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18TH DAY OF JANUARY 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V.B.2

CITY OF ROLLA
BUDGET ADJUSTMENT SUMMARY
FISCAL YEAR 2021

	<u>CURRENT BUDGET</u>	<u>BUDGET ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUALS 9/30/21</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET REMAINING</u>
GENERAL FUND						
REVENUE	\$ 12,252,455	\$ 3,679,940	\$ 15,932,395	\$ 16,243,742	\$ (311,347)	-1.95%
EXPENDITURES						
ADMIN	\$ 626,681	\$ -	\$ 626,681	\$ 478,027	\$ 148,654	23.72%
CITY ADMIN	\$ 313,645	\$ -	\$ 313,645	\$ 319,347	\$ (5,702)	-1.82%
LIBRARY	\$ 287,900	\$ -	\$ 287,900	\$ 294,938	\$ (7,038)	-2.44%
FINANCE	\$ 621,625	\$ -	\$ 621,625	\$ 621,542	\$ 83	0.01%
LEGAL	\$ 64,725	\$ -	\$ 64,725	\$ 65,170	\$ (445)	-0.69%
COURT	\$ 88,675	\$ -	\$ 88,675	\$ 89,081	\$ (406)	-0.46%
TELECOM	\$ 1,232,430	\$ -	\$ 1,232,430	\$ 1,215,988	\$ 16,442	1.33%
ANIMAL CONTROL	\$ 170,495	\$ -	\$ 170,495	\$ 195,828	\$ (25,333)	-14.86%
POLICE	\$ 4,047,200	\$ 85,200	\$ 4,132,400	\$ 4,026,352	\$ 106,048	2.57%
FIRE	\$ 3,340,250	\$ 26,300	\$ 3,366,550	\$ 3,214,243	\$ 152,307	4.52%
ROLLA RURAL	\$ -	\$ 543,154	\$ 543,154	\$ 543,154	\$ (0)	0.00%
BUILDING MAINT	\$ 81,540	\$ -	\$ 81,540	\$ 106,014	\$ (24,474)	-30.02%
ENGINEERING	\$ 787,790	\$ -	\$ 787,790	\$ 763,608	\$ 24,182	3.07%
COMM DEVEL	\$ 451,200	\$ -	\$ 451,200	\$ 436,527	\$ 14,673	3.25%
ECON DEVEL	\$ 54,100	\$ -	\$ 54,100	\$ 33,989	\$ 20,111	37.17%
	\$ 12,168,256	\$ 654,654	\$ 12,822,910	\$ 12,403,809	\$ 419,101	3.27%
REV OVER/UNDER EXP	\$ 84,199	\$ 3,025,286	\$ 3,109,485	\$ 3,839,934	\$ (730,449)	-23.49%
SEWER FUND						
REVENUE	\$ 21,396,250	\$ -	\$ 21,396,250	\$ 21,000,000	\$ 396,250	1.85%
EXPENDITURES	\$ 20,822,099	\$ 885,000	\$ 21,707,099	\$ 17,255,953	\$ 4,451,146	20.51%
REV OVER/UNDER EXP	\$ 574,151	\$ (885,000)	\$ (310,849)	\$ 3,744,047	\$ (4,054,896)	
ENVIRONMENTAL SERVICES FUND						
REVENUE	\$ 3,386,500	\$ 265,800	\$ 3,652,300	\$ 3,448,292	\$ 204,008	5.59%
EXPENDITURES						
RECYCLING	\$ 550,940	\$ 85,000	\$ 635,940	\$ 516,624	\$ 119,316	18.76%
SANITATION	\$ 2,313,300	\$ 720,309	\$ 3,033,609	\$ 2,685,581	\$ 348,028	11.47%
VEHICLE MAINT	\$ 425,735	\$ 59,100	\$ 484,835	\$ 457,709	\$ 27,126	5.59%
	\$ 3,289,975	\$ 864,409	\$ 4,154,384	\$ 3,659,914	\$ 494,470	11.90%
REV OVER/UNDER EXP	\$ 96,525	\$ (598,609)	\$ (502,084)	\$ (211,623)	\$ (290,461)	
AIRPORT FUND						
REVENUE	\$ 546,328	\$ 123,650	\$ 669,978	\$ 671,581	\$ (1,603)	-0.24%
EXPENDITURES	\$ 530,305	\$ 305,600	\$ 835,905	\$ 829,959	\$ 5,946	0.71%
REV OVER/UNDER EXP	\$ 16,023	\$ (181,950)	\$ (165,927)	\$ (158,378)	\$ (7,549)	

V.B.3

CITY OF ROLLA
BUDGET ADJUSTMENT SUMMARY
FISCAL YEAR 2021

	<u>CURRENT BUDGET</u>	<u>BUDGET ADJUSTMENTS</u>	<u>REVISED BUDGET</u>	<u>YTD ACTUALS 9/30/21</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET REMAINING</u>
CEMETERY FUND						
REVENUE	\$ 8,100	\$ 15,160	\$ 23,260	\$ 23,219	\$ 41	0.18%
EXPENDITURES	\$ 70,000	\$ 10,330	\$ 80,330	\$ 80,331	\$ (1)	0.00%
REV OVER/UNDER EXP	\$ (61,900)	\$ 4,830	\$ (57,070)	\$ (57,112)	\$ 42	
STREET FUND						
REVENUE	\$ 14,927,969	\$ -	\$ 14,927,969	\$ 15,866,173	\$ (938,204)	-6.28%
EXPENDITURES						
STREET	\$ 7,284,815	\$ -	\$ 7,284,815	\$ 4,993,636	\$ 2,291,179	31.45%
TDD	\$ 7,764,921		\$ 7,764,921	\$ 6,774,842	\$ 990,079	
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
	\$ 15,049,736	\$ -	\$ 15,049,736	\$ 11,768,478	\$ 3,281,258	21.80%
REV OVER/UNDER EXP	\$ (121,767)	\$ -	\$ (121,767)	\$ 4,097,695	\$ (4,219,462)	
RECREATION FUND						
REVENUE	\$ 1,022,900	\$ -	\$ 1,022,900	\$ 157,024	\$ 865,876	84.65%
EXPENDITURES	\$ 1,719,450	\$ -	\$ 1,719,450	\$ 1,089,124	\$ 630,326	36.66%
	\$ 1,719,450	\$ -	\$ 1,719,450	\$ 1,089,124	\$ 630,326	
REV OVER/UNDER EXP	\$ (696,550)	\$ -	\$ (696,550)	\$ (932,099)	\$ 235,549	
PARKS FUND						
REVENUE	\$ 1,537,638	\$ 163,400	\$ 1,701,038	\$ 1,717,849	\$ (16,811)	-0.99%
EXPENDITURES	\$ 1,530,535	\$ 169,000	\$ 1,699,535	\$ 1,595,448	\$ 104,087	6.12%
REV OVER/UNDER EXP	\$ 7,103	\$ (5,600)	\$ 1,503	\$ 122,402	\$ (120,899)	
PARK LAND RESERVE FUND						
REVENUE	\$ 740	\$ -	\$ 740	\$ 562	\$ 178	24.08%
EXPENDITURES	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	\$ -	0.00%
REV OVER/UNDER EXP	\$ (49,260)	\$ -	\$ (49,260)	\$ (49,438)	\$ 178	
CITY WIDE RECAP						
REVENUE	\$ 55,078,880	\$ 4,247,950	\$ 59,326,830	\$ 59,128,443	\$ 198,387	0.33%
EXPENDITURES	\$ 55,230,356	\$ 2,888,993	\$ 58,119,349	\$ 48,733,015	\$ 9,386,334	16.15%
REV OVER/UNDER EXP	\$ (151,476)	\$ 1,358,957	\$ 1,207,481	\$ 10,395,427	\$ (9,187,946)	-760.92%

V.B.4

CITY OF ROLLA
FINAL BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS

DEPARTMENT	ACCOUNT TITLE	ACCOUNT NUMBER	APPROVED BUDGET	ADJUSTMENT	PROPOSED BUDGET	JUSTIFICATION
GENERAL FUND						
General Fund	Sales Tax	01-4-000-41-140	\$ 4,890,000	\$ 48,300	\$ 4,938,300	Adjust to actual
General Fund	Redirect Sales Tax	01-4-000-41-141	\$ (295,000)	\$ (149,000)	\$ (444,000)	Adjust to actual
General Fund	Use Tax	01-4-000-41-150	\$ 475,000	\$ 208,500	\$ 683,500	Adjust to actual
General Fund	Federal & State Grants	01-4-000-43-020	\$ 65,000	\$ 2,061,340	\$ 2,126,340	ARPA Funds
General Fund	Taskforce Seizure Funds	01-4-000-43-023	\$ -	\$ 899,000	\$ 899,000	Adjust to actual
General Fund	Taskforce Admin Payment	01-4-000-44-061	\$ -	\$ 44,800	\$ 44,800	Adjust to actual
General Fund	Rolla Rural Fire Admin Payment	01-4-000-44-064	\$ 10,000	\$ 567,000	\$ 577,000	Adjust to actual
GENERAL FUND REVENUES TOTAL						
Police	Salaries & Wages - OT	01-5-061-103-00	\$ 100,000	\$ 43,200	\$ 143,200	Adjust to actual
Police	Taskforce Seizure Exp	01-5-061-567-00	\$ 12,000	\$ 42,000	\$ 54,000	Adjust to actual
Fire	Salaries & Wages - Part Time	01-5-062-102-00	\$ -	\$ 26,300	\$ 26,300	Adjust to actual
	All Accounts		\$ -	\$ 543,154	\$ 543,154	Contract with Rolla Rural
GENERAL FUND EXPENDITURE TOTAL						
SEWER FUND						
Sewer Fund			\$ -	\$ -	\$ -	-
SEWER FUND REVENUES TOTAL						
Sewer	Employ Bene - LAGERS	02-5-050-109-00	\$ 74,500	\$ 60,000	\$ 134,500	LAGERS liability
Sewer	Depreciation Expense	02-5-050-599-00	\$ -	\$ 825,000	\$ 825,000	Depreciation calculation
SEWER FUND EXPENDITURE TOTAL						
ENVIRONMENTAL SERVICES FUND						
Environmental Services	Recyclables	03-4-000-44-300	\$ 200,000	\$ 117,500	\$ 317,500	Adjust to actual
Environmental Services	Sanitation Fees - Other	03-4-000-44-360	\$ 365,000	\$ 148,300	\$ 513,300	Adjust to actual
ENVIRONMENTAL SERVICES REVENUE TOTAL						
Recycling	Employ Bene - LAGERS	03-5-060-109-00	\$ 19,800	\$ 15,000	\$ 34,800	LAGERS liability
Recycling	Depreciation Expense	03-5-060-599-00	\$ -	\$ 70,000	\$ 70,000	Depreciation calculation
Sanitation	Employ Bene - LAGERS	03-5-070-109-00	\$ 78,000	\$ 50,000	\$ 128,000	LAGERS liability
Sanitation	Landfill Contribution	03-5-070-457-00	\$ 710,000	\$ 70,500	\$ 780,500	Adjust to actual
Sanitation	Vehicles	03-5-070-561-00	\$ 30,000	\$ 309,809	\$ 339,809	Ordered in FY20 but didn't arrive until FY21
Sanitation	Depreciation Expense	03-5-070-599-00	\$ -	\$ 290,000	\$ 290,000	Depreciation calculation
Vehicle Maintenance	Employ Bene - LAGERS	03-5-075-109-00	\$ 12,400	\$ 9,500	\$ 21,900	LAGERS liability
Vehicle Maintenance	Shop Supplies	03-5-075-215-00	\$ 168,000	\$ 42,100	\$ 210,100	Adjust to actual
Vehicle Maintenance	Depreciation Expense	03-5-075-599-00	\$ -	\$ 7,500	\$ 7,500	Depreciation calculation
ENVIRONMENTAL SERVICES EXPENDITURE TOTAL						

CITY OF ROLLA
FINAL BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS

DEPARTMENT	ACCOUNT TITLE	ACCOUNT NUMBER	APPROVED BUDGET	ADJUSTMENT	PROPOSED BUDGET	JUSTIFICATION
AIRPORT FUND						
Airport	Fuel Sales	05-4-000-44-500	\$ 260,000	\$ 73,000	\$ 333,000	Adjust to actual
Airport	Sale of Property	05-4-000-46-060	\$ 2,000	\$ 50,650	\$ 52,650	Sold more equipment to purchase tractor
	AIRPORT REVENUE TOTAL		\$ 262,000	\$ 123,650	\$ 385,650	
Airport	Aviation Fuel	05-5-050-315-00	\$ 180,000	\$ 80,100	\$ 260,100	Adjust to actual
Airport	Professional Contractual	05-5-050-331-00	\$ 5,000	\$ 17,600	\$ 22,600	Finished MODOT project
Airport	Grant Expense	05-5-050-452-00	\$ -	\$ 180,500	\$ 180,500	Finished MODOT project
Airport	Equipment	05-5-050-560-00	\$ 2,500	\$ 27,400	\$ 29,900	Purchase tractor
	AIRPORT EXPENDITURES TOTAL		\$ 187,500	\$ 305,600	\$ 493,100	
CEMETERY FUND						
Cemetery	Eternal Care	06-4-000-46-300	\$ 7,000	\$ 15,160	\$ 22,160	Adjust to actual
	CEMETERY REVENUE TOTAL		\$ 7,000	\$ 15,160	\$ 22,160	
Cemetery	Buildings & Grounds	06-5-050-563-00	\$ 70,000	\$ 10,330	\$ 80,330	New roof
	CEMETERY EXPENDITURES TOTAL		\$ 70,000	\$ 10,330	\$ 80,330	
STREET FUND						
Street		\$ -	\$ -	\$ -	\$ -	
	STREET REVENUE TOTAL		\$ -	\$ -	\$ -	
Street		\$ -	\$ -	\$ -	\$ -	
	STREET EXPENDITURES TOTAL		\$ -	\$ -	\$ -	
RECREATION FUND						
Administration		\$ -	\$ -	\$ -	\$ -	
	RECREATION FUND REVENUE TOTAL		\$ -	\$ -	\$ -	
Administration		\$ -	\$ -	\$ -	\$ -	
Maintenance		\$ -	\$ -	\$ -	\$ -	
	RECREATION FUND EXPENDITURE TOTAL		\$ -	\$ -	\$ -	

V.B.6

**CITY OF ROLLA
FINAL BUDGET ADJUSTMENTS
COMBINED DEPARTMENTS**

DEPARTMENT	ACCOUNT TITLE	ACCOUNT NUMBER	APPROVED BUDGET	ADJUSTMENT	PROPOSED BUDGET	JUSTIFICATION
PARKS FUND						
Parks	Sales Tax	114-000-41140	\$ 1,216,000	\$ 126,600	\$ 1,342,600	Adjust to actual
Parks	Federal & State Grants	114-000-43020	\$ -	\$ 36,800	\$ 36,800	CARES Funds & Trim Grant
	PARKS REVENUE TOTAL		\$ 1,216,000	\$ 163,400	\$ 1,379,400	
	Salaries & Wages - Part Time	115-070-10200	\$ 145,000	\$ 36,800	\$ 181,800	Increase for competitive wages
Parks	Professional/Contractual	115-070-33100	\$ 8,000	\$ 15,500	\$ 23,500	Tree Inventory
Parks	Equipment Repair & Maint	115-070-44200	\$ 12,000	\$ 11,600	\$ 23,600	Adjust to actual
Parks	Major Park Improvements	115-070-58000	\$ 120,000	\$ 46,500	\$ 166,500	Adjust to actual
Splashzone	Salaries & Wages - Part Time	115-080-10200	\$ 14,000	\$ 41,000	\$ 55,000	No Contract like budgeted
Splashzone	Building & Grounds	115-080-56300	\$ 30,000	\$ 17,600	\$ 47,600	Resurfacing
	PARKS EXPENDITURE TOTAL		\$ 329,000	\$ 169,000	\$ 498,000	
	PARK LAND RESERVE FUND					
			\$ -	\$ -	\$ -	
	PARK LAND RESERVE REVENUE TOTAL		\$ -	\$ -	\$ -	
	PARK LAND RESERVE EXPENDITURE TOTAL		\$ -	\$ -	\$ -	

V.B.7

**CITY OF ROLLA
CITY COUNCIL AGENDA**

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

ITEM/SUBJECT: Resolution Authorizing Participation and Compliance with ARPA

BUDGET APPROPRIATION: \$4.2M

DATE: January 18, 2022

COMMENTARY:

On March 11, 2021 the President authorized the American Rescue Plan Act (ARPA) that among other things, authorized the disbursement of direct federal aid to cities and counties (\$19.5 billion to “non-entitlement cities” like Rolla) Rolla is scheduled to receive \$4,122,681+ of which half was received in October. Fortunately “Final Rules” issued by the US Treasury last week provided more flexibility and less reporting requirements for public entities receiving less than \$10million. The attached Resolution authorized the City’s acceptance and compliance of Treasury rules and conditions. The Resolution also stipulates that the Rolla City Council retains full authority to use or expend ARPA funds by separate action.

Recommendation: Motion to approve the Resolution

Secondarily the City Council enacted the FY2022 budget addressing the “loss of revenue” provision of ARPA with the initial \$2.1M distribution. Of that \$1,050,000 had been previously authorized for the purchase of the MOSWIN radios (MO State-Wide Interoperable Network). Administration is recommending the transfer/use of funds as summarized on the attached Round 1 tabulation by Council motion. Round 2 expenditures will require further Council/community discussion and receipt of the second half of the Treasury distribution. The Centre, General Fund and Splashzone were the three City services most directly impacted by COVID.

V.C.L

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ROLLA STATING INTENT TO OBTAIN FUNDS ALLOCATED TO THE CITY OF ROLLA THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA) AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE APPROPRIATE DOCUMENTS TO PURSUE ACTIVITIES REQUIRED FROM THE U.S. TREASURY AND THE STATE OF MISSOURI AND APPROVING THE TERMS, CONDITIONS AND COMPLIANCE ASSOCIATED THEREWITH.

WHEREAS, H.R. 1319, titled the American Rescue Plan Act (ARPA) was approved and allocated federal funds to be distributed to local governments, including the City of Rolla; and

WHEREAS, the rules and requirements to obtain, use and report on these funds continues to develop by the U.S. Treasury; and

WHEREAS, the office of Administration for the State of Missouri is responsible for the disbursement of these funds to Non-Entitlement Units (NEUs) such as the City of Rolla including the acceptance of the Terms and Conditions to ensure compliance with ARPA, and the certification of assurances that the City is and will continue to follow Title VI of the Civil Rights Act of 1964.

NOW, THEREFORE, BE IT RESOLVED by the City of Rolla, Missouri, that it will fully participate with the Office of Administration and the U.S. Department of Treasury to receive, use and report on its federal allocation from the American Rescue Plan Act.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Administrator of Rolla, Missouri are hereby authorized to submit documents which are necessary in securing funds and establishing administrative oversight to implement activities pursuant to the aforementioned act, and further to be authorized to sign any agreements, contracts, or other documents that are required by the State of Missouri and U.S. Department of Treasury.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Rolla shall retain full authority to authorize the use or expenditure of ARPA funds

PASSED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR ON THIS 18th DAY OF JANUARY, 2022.

Louis J Magdits, IV, Mayor

ATTEST:

Lorri Thurman, City Clerk

V.C.2

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Resolution #_____

N.C.5⁹

ARPA Summary:

- *Signed into law on March 11, 2021
- *\$65 billion to counties and \$65 billion to cities (direct federal aid)
- *Of that \$19.5 billion to “non-entitlement cities” (Rolla)
- *Allocated according to population
- *Rolla will receive \$4,122,681 +/-
- *Phelps County will receive \$8,657,783 +/-

Note: US Treasury just issued “final rules” - provided more flexibility in government services and an option for “standard allowance” of ARPA funding of less than \$10 million

ARPA Usage

The “Coronavirus State and Local Fiscal Recovery Funds” provide local governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the Country recovers.

Recipients may use these funds to:

- 1) **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- 2) **Address negative economic impacts** caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- 3) **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- 4) **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- 5) **Invest in water, sewer, and broadband** infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. Eligible water projects align with guidelines for EPA clean water

Spending Priorities/Rationale:

While ARPA funding has a four-year window to obligate funds it is **not sustained funding**. Planned expenditures should be carefully assessed to provide the most direct impact on COVID-relief and stimulating of the economy while not adding long-term financial obligations (**meaning: should not incur staffing, maintenance, replacement obligations that are not sustainable**). The following priority ranking should be considered:

- a) Meeting known and identifiable needs, not wish-list items
- b) Investment in one-time or long-term capital expenses
- c) Capitalizing phased expenses (reducing future financial obligations)
- d) “Essential worker” compensation consideration limited to lump sum distributions (not base pay)
- e) Community Impact

Potential Rolla Projects: ARPA funding of \$4,122,681

Round 1:

1) Off-set Covid-related decrease in revenues [Note: Received half - \$2,061,340 in September 2021]

Finance/Admin tracking - (\$10,000 for 4 yrs)	\$40,000
Municipal Court Impact -	\$100,000
Franchise Fees -	\$180,000
Animal Control Impact -	\$10,000
Airport Fuel Sales (net)	\$15,000
Community Development Impact -	\$35,000
Rec Center Impact - (2020 - 2022); 2023/2024?	\$850,000
Park Impact - (Splashzone 2020/21 Seasons)	<u>\$50,000</u>
Total impact:	<u>\$1,280,000</u>

2) Infrastructure investment

Sewer infrastructure - (HyPoint Sewer [f!])	\$350,000
Citizen Communications - Website/Codification	\$50,000
Telecommunication Upgrade	\$50,000
Internet/Broadband Upgrades	\$50,000
Public Safety Communication (MO\$WIN)	<u>\$1,050,000</u>
Total estimated investment:	<u>\$1,550,000</u>

Round 1 Estimate: \$2,830,000

V.C. 9

Round 2: \$1.3M tbd - requiring community input

- 1) Community/Industry-impacted assistance
- 2) “Essential Employee” Assistance
- 3) Revenue Loss
- 4) Infrastructure Investment
- 5) Community engagement

Next Steps -

- a) Public review of ARPA and Resolution establishing acceptance/general use of funds (Jan 18th meeting)
- b) Creation of website tracking
- c) Public forums/survey for Round 2 funding in fall of 2022

Thanks for your time! Questions???

JANUARY 10,2022

TO ROLLA CITY COUNCIL

SUBJECT: REPEALING THE UTV ORDINANCE

DEAR ROLLA CITY COUNCIL,CITY ADMINISTRATION AND POLICE DEPT.

WE ARE ASKING YOU TO REPEAL THE ORDINANCE THAT PROHIBITS THE USE OF UNLICENSED UTV'S IN THE CITY LIMITS OF ROLLA. PERMITTED UTV'S ARE NOW ALLOWED TO BE USED IN ALL OF PHELPS COUNTY WITH THE EXCEPTION OF THE CITY LIMITS OF ROLLA. TOWNS OF SIMILAR SIZE SUCH AS HANNIBAL, UNION, SIKESTON, POTOSI, HOUSTON AND MANY MORE NOW PERMIT UTV'S TO BE USED TO PATRONIZE THE LOCAL BUSINESSES SUCH AS RESTAURANTS, FARM SUPPLY STORES, GROCERY STORES, ETC.

WE HAVE ENCLOSED A PETITION OF LOCAL BUSINESSES THAT ARE IN FAVOR OF UTV'S BEING USED IN THE CITY LIMITS . ALSO A LOCAL RESIDENT(BRAD WEST) STARTED A PETITION ON FACEBOOK THAT HAS GENERATED OVER 500 SIGNATURES. YOU WILL ALSO FIND THE PERMIT APPLICATIONS OF SOME OF THE ABOVE MENTIONED COMMUNITIES.

WE, AS A GROUP, FEEL THAT WITH PROPER GUIDELINES PUT IN PLACE BY THE COUNCIL AND GUIDANCE FROM THE POLICE DEPARTMENT AND CITY ADMINISTRATION, THAT THIS WILL ALLOW THE SAFE USAGE OF UTV'S WITHIN THE CITY LIMITS AND PERMITTED UTV'S THE ABILITY TO PATRONIZE LOCAL BUSINESSES AND OR PASS THROUGH ROLLA AS NEEDED.

THANK YOU IN ADVANCE FOR YOUR CONSIDERATION

SINCERELY

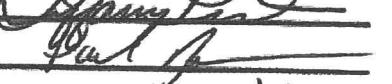
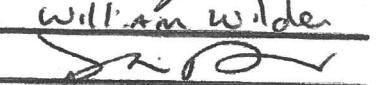
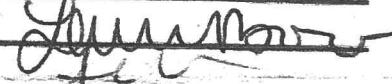
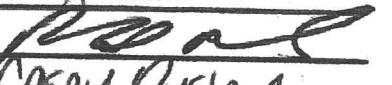
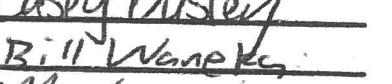
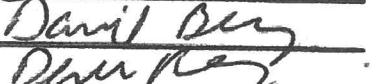
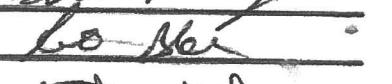
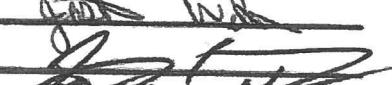
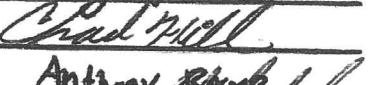
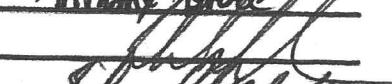
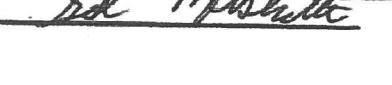
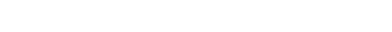
THE UTV COMMUNITY

REQUEST TO REPEAL ARTICLE III-27-36

NONLICENSED ALL TERRAIN VEHICLES

WE SUPPORT THE ELIMINATION OF THE NONLICENSED ALL TERRAIN VEHICLES ORDINANCE.

WE AGREE THAT CERTAIN GUIDELINES SHOULD INCLUDE PROPERLY PERMITTED AND INSURED VEHICLES. THE CITY COUNCIL SHOULD ALSO USE SAFETY GUIDELINES AS WELL AS PREDETERMINED CITY APPROVED ROADS FOR PASSAGE THROUGH TOWN AS WELL AS THE ABILITY TO PATRONIZE LOCAL BUSINESSES IN THE ROLLA CITY LIMITS.

BUSINESS	NAME	SIGNATURE
Kathy Jaeger	Jones	
Trichus Custom Grill	Entree	
McKee's Creek Mel's Candles	melissa Stark	
Tiffey's Closet - Ozark Mountain Emb.		
Autos Unlimited	Paul Jepsen	
Take A Hike	bill wilde	
Uptown Bridal	Neomia Robinson	
Dave's Hair	Laurie Booth	
Salon Legacy	laurie	
Valentine Express Care	Ron Dale Daniels	
Junes Service LLC	lawn mow	
Die Hard Diesel		
Muffler Mart	Marty Allison	
Midwest Signs & Graphics	Steve Hachbauer	
D&D Towing & Repair	Daniel Berg	
D&D Recovery LLC	Daniel Berg	
Sound Depot	Robert Blake	
Line-X of Rolla	Jackson Wilson	
2011MST Family Dental	JEREMY KIERSZ	
R+D Cleaning	Randy Kingard	
Greg Gant Const.	Greg Gant	
Motor Mart	Chad Hill	
Harris LawCare	Anthony Bruce	
total energy	Jessica Wilson	
7130 Tafto	S. L. Mistretta	

V.I.A.2

REQUEST TO REPEAL ARTICLE III-27-36

NONLICENSED ALL TERRAIN VEHICLES

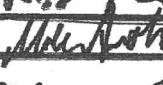
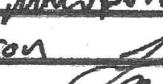
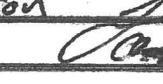
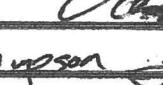
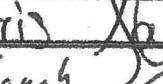
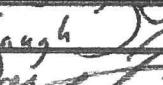
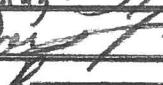
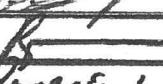
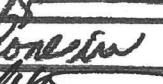
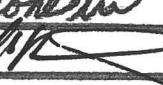
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BUSINESS

NAME

SIGNATURE

Plum Tree	Virgil Gandy	
CJC Towing	Wendy Harshbarger	
MrCalls Fleemand	Marty McCall	
Claire's Flooring	Ashen Cline	
Stanley Law, Garden	Dennis Back	
ROLLA RENTAL	KELLEY MARTIN	
Melrose Asphalt	Bonni Fitzsimmons	
Ron Dismun Towing	Ronald K Dismun	
Doolittle Diesel Repair	TJ Besse	
Modern Barber Shop	Justin Burks	
Big O Tires	Shannon Brown	
Stahlman Powersports	Troy Stahlman	
Seed Investments	LARRY MARTIN	
Speed Fizz	Rodney Green	
Mike Anthony MotoMart		
Richardson Construction	Justin Richardson	
Pace Plumbing LLC	Aaron Pace	
Afford A Pro Construction	Johnathan Thompson	
Milton Rose	Milton Rose	
Restored Roofing & Remodeling	Sabrina Norris	
Precision Roofing	James Kiernan	
K+T QUALITY AUTO	KARL DZBINSKI	
MIKES CAR CARE		
GNS MOTORS	MIKE SLOANE	
Daniels Lawn Service Inc	Michael Daniels	

REQUEST TO REPEAL ARTICLE III-27-36

NONLICENSED ALL TERRAIN VEHICLES

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PREDETERMINED CITY APPROVED ROADS FOR PASSAGE THROUGH TOWN AS WELL AS THE
ABILITY TO PATRONIZE LOCAL BUSINESSES IN THE ROLLA CITY LIMITS.**

BUSINESS	NAME	SIGNATURE
Do Drop It	CHRIS BARTLE	Chris Bartle
AB&P LLC	Beverly Martin	Beverly Martin
Parsons Automotive	Bill Parsons	Bill P
ALWEST COLLISION	RANDY CLAYTON	BY PHONE
INDEPENDENT STEEL	JDN DOBIESKI	BY PHONE
ROLLA AUTO SALVAGE	JOE HANCK	By phone

JULY 7, 2021 – BY MUDDY RIVER NEWS



by Jim Dewey

HANNIBAL – Utility vehicles will soon be allowed on Hannibal streets. The Hannibal City Council has given second and final reading to an ordinance that will allow UTVs to operate on most city streets.

City Attorney James Lemon says the vehicles will not be allowed on highways. The vehicles must be inspected by a mechanic licensed in Missouri and operating in the Hannibal city limits. They must have lights, turn signals and slow moving vehicle flags with triangle signs. Once requirements are met, the owner of the UTV must get a permit from the city which will be placed on the vehicle.

CITY OF UNION
10 East Locust St. – Union, MO 63084 – 636-583-3600/Fax 636-583-4091

UTV (Utility Vehicle) permit fee \$15.00

A minimum processing time of two business days is required, prior to issuance.

DATE OF APPLICATION: _____

NAME OF APPLICANT: _____

ADDRESS OF APPLICANT: _____

PHONE NUMBER OF APPLICANT: _____

SOCIAL SECURITY #: _____ DATE OF BIRTH: _____

PROOF OF VALID OPERATOR'S OR CHAUFFEUR'S LICENSE AND PROOF OF LIABILITY INSURANCE, COVERING THE OPERATION OF SAID VEHICLE IN THE AMOUNT MEETING MINIMUM STANDARDS FOR AUTOMOBILE INSURANCE

(CLERK TO MAKE COPY AND ATTACH HERETO)

Must be verified by Union Police Department (119 South Church, Union)

Signature of Union Police Department

Date

I _____ hereby declare that the above information is true and that I have read the Definition and Section: 340.240 Utility Vehicles, Prohibited – Exceptions – Operation of Under an Exception – Prohibited Uses – Penalty section and the 300.010 Utility Vehicle definition on the reverse side of this application.

Signature of applicant

Date

V.I.A.6

It is the policy of the City of Union, Missouri to prohibit utility vehicles within the city limits and to regulate with exceptions. It is the intent of the City of Union the prohibition of utility vehicles with exceptions to serve the public health, safety and welfare by reducing the risk of injury and damage on the city streets.

UTV (Utility Vehicle) Permit

DEFINITION:
300.010 UTILITY VEHICLE: Any motorized vehicle manufactured and used exclusively for off-highway use which is sixty-three inches or less in width, with an unladen dry weight of one thousand eight hundred fifty pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

SECTION:

340.240 UTILITY VEHICLES, PROHIBITED – EXCEPTIONS – OPERATION OF UNDER AN EXCETPTION – PROHIBITED USES – PENALTY

1. No person shall operate a utility vehicle, as defined in section 300.010 of the City of Union Code upon the streets of this city, except, pursuant to Section 340.240, RSMo. and as follows:
 - (1) The City Clerk may issue a special permit, pursuant to Section 340.240, RSMo., for utility vehicles to be used on streets within the city limits by licensed drivers. Said permit to be issued upon proof that the applicant has a valid operator's or chauffeur's license, that the applicant has liability insurance, covering the operation of said vehicle in an amount meeting the Missouri minimum standards for automobile insurance, and the payment of a fee of fifteen dollars;
 2. No person shall operate a utility vehicle within any stream or river in this state, except that utility vehicles may be operated within waterways which flow within the boundaries of land which a utility vehicle operator owns, or for agricultural purposes within the boundaries of land which a utility vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this state at such road crossings as are customary or part of the highway system. All law enforcement officials or peace officers of this state and its political subdivisions or department of conservation agents or department of natural resources park rangers shall enforce the provisions of this subsection within the geographic area of their jurisdiction.
 3. A person operating a utility vehicle on a highway shall have a valid operator's or chauffeur's license, but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at a speed no greater than the posted or established speed limit for the street which they are on, but in no case shall they operate at a speed in excess of forty-five miles per hour.
 4. No persons shall operate a utility vehicle:
 - (1) In any careless way so as to endanger the person or property of another; or
 - (2) While under the influence of alcohol or any controlled substance.
 5. No operator of a utility vehicle shall carry a passenger, except for a utility vehicle in which the seat of such vehicle is designed to carry more than one person.

6. A violation of this section shall be a misdemeanor. In addition to other legal remedies, the City Attorney may institute a civil action in a court of competent jurisdiction for injunctive relief to prevent such violation or future violations and for the assessment of a civil penalty not to exceed one hundred dollars per day of violation.

DISPLAY OF PERMIT

The UTV permit shall be carried at all times by the applicant to whom issued while operating the UTV in the City and shall be exhibited by such applicant whenever he/she shall be requested to do so by any Police Officer. Permit valid for three years after effective date.



City of Union, Missouri

10 East Locust St.
Union, MO 63084
phone: 636-583-3600
fax: 636-583-4091
email: cityclerk@unionmissouri.org
*Per Ordinance 447
September 13, 2021*

VI.A.7

ST. JAMES ROAD MAP



VI.A.8