



REGULAR CITY COUNCIL MEETING

Monday, October 5, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

PRESIDING: MAYOR LISTER B. FLORENCE JR.

COUNCIL ROLL: MELISSA GANZ, VACANCY, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, SUE BROWN, TOM MCNEVEN, ELIZABETH SPERRY, DAVID SHELBY, AMELIA MARKWELL AND MICHEAL DICKENS

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Council Representative Micheal Dickens

3. CONSENT AGENDA

a. Consider Approval of the City Council Minutes of:

1. City Council Minutes - September 8th, 2026 Page 10
2. City Council Meeting - September 21st, 2026 Page 4
3. Closed City Council Minutes - September 21, 2026

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

- a. Environmental Services Department monthly report - August 2026 Page 13
- b. Building Codes monthly report - August 2026 Page 14
- c. Rolla Police Department monthly report - August 2026 Page 15
- d. Animal Control monthly report - August 2026 Page 18
- e. Rolla Municipal Court summary - August 2026 Page 20
- f. Fire Incident Report - August 2026 Page 22
- g. Centre monthly report - August 2026 Page 23
- h. Airport Advisory Committee Minutes from December 8, 2025 Page 24
- i. City Project Tracking Spreadsheet (as of 09/30/26) Page 26
- j. City of Rolla Financials - None
- k. Park Advisory Commission Meeting Minutes for September 23rd, 2026 Page 29

5. PUBLIC HEARINGS - None

6. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

7. OLD BUSINESS

a.	Bill 2026-22 to approve a map amendment to rezone property located near the SE corner of Hwy 72 and Bridge School Rd. From the R-1, Suburban residence district to the C-2, General Commercial district. (City Planner Tom Coots) Final Reading	Page 31
b.	Bill 2026-23 to approve the vacation of portions of Hwy 72 and Bryant Rd rights-of-way and a utility easement. (City Planner Tom Coots) Final Reading	Page 37
c.	Bill 2026-24 to restrict parking on both sides of Thomas Drive from the City Limits to a point 38 feet North of the City Limits. (Public Works Director Darin Pryor) Final Reading	Page 43
8.	NEW BUSINESS	
a.	Resolution to adopt Governing Body Rules and Procedures. (City Administrator Keith Riesberg)	Page 46
b.	Resolution to approve an agreement with Compass Health Networks for services using opioid settlement funds. (City Administrator Keith Riesberg)	Page 74
c.	Bill 2026-25 to approve the amendment of Chapter 28 pertaining to sections 25-3, 28-6, 28-7. (Community Development Director Dawn Bell) First Reading	Page 82
d.	Bill 2026-26 to establish the Rolla Animal Shelter Advisory Board. (Community Development Director Dawn Bell) First Reading	Page 87
e.	Bill 2026-27 to approve a Right of Way Use Agreement with Wave INternet Technologies. (Public Works Director Darin Pryor) First Reading	Page 91
9.	CLAIMS and/or FISCAL TRANSACTIONS	
a.	Motion to authorize the purchase of 15 Panasonic Toughbook FZ-G2 mobile computers and related equipment form Turn-Key Mobile, Inc for \$69,045 utilizing NASPO ValuePoint Master Agreement 23019 and the State of Missouri Participating Addendum. (Police Chief William Loughridge)	Page 109
b.	Motion to award the bid for a Caterpillar 265-05H1 from Fabick Cat for \$82,923. (Public Works Director Darin Pryor)	Page 118
c.	Motion to award the bid for a Caterpillar 306-7 from Fabick Cat for \$93,740. (Public Works Director Darin Pryor)	Page 125
d.	Motion to Award and Bill 2026-28 to award the bid to Nationwide Sports Construction for a turf field at Ber Juan Park. (Parks Director Floyd Jernigan) Motion to Award and First Reading	Page 133
10.	CITIZEN COMMUNICATION	
11.	MAYOR/CITY COUNCIL COMMENTS	
a.	Motion to appoint Michael Reno to the vacancy of Ward 1 Councilmember. Term expires April 2027. (Mayor Lister B Florence)	
b.	Motion to a appoint Elizabeth Sperry to the Destination Rolla Grant Committee for a 1-year term. (Mayor Lister B. Florence)	Page 144
c.	Motion to a appoint Aaron Pace to the Destination Rolla Grant Committee for a 1-year term. (Mayor Lister B. Florence)	Page 145
12.	COMMENTS FOR THE GOOD OF THE ORDER	
a.	Next City Council meeting, Monday, October 19th, 2026	
b.	Next City Council Workshop pertaining to the Downtown rezoning, Monday, October 12th at 5:30 pm	
	This meeting will be held as a Workshop, which is an informal setting that allows the	Page 2

Council to take a deeper, more conversational dive into the subject at hand. While the public is welcome to attend, please keep in mind that because this is a workshop, there will be no period for citizen comments.

The Workshop will be available live via our YouTube channel, and citizens are also welcome to be present in person. Please note that the meeting falls on a holiday, so City Hall will remain closed until 5:00 p.m., when doors will open for those wishing to attend.

c. Pumpkin Float Fest - Ber Juan Park October 17th

13. CLOSED SESSION - Closed Session per RSMo 610.021 – (3) Personnel

14. ADJOURNMENT

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Agenda published on 09/30/2026 at 3:20 PM



REGULAR CITY COUNCIL MEETING

Minutes

Monday, September 21, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

PRESIDING: MAYOR LISTER B. FLORENCE JR.

COUNCIL ROLL: MELISSA GANZ, VACANCY, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, SUE BROWN, TOM MCNEVEN, ELIZABETH SPERRY, DAVID SHELBY, AMELIA MARKWELL AND MICHEAL DICKENS

1. CLOSED SESSION - Closed Session per RSMo 610.021 – (1) legal

Minutes:

At 5:30pm, a motion was made by Pace, seconded by Sperry to go into closed session. A roll call vote showed: Ayes: Brown, Markwell, Ganz, Shelby, Jackson, Behrendt, Pace, Dickens, Sperry, and Chirban. Nays: none
At 6:25 Council returned from closed session where there was no reportable actions taken. Council adjourned to the Council Chambers for the regularly scheduled Council meeting.

2. CALL TO ORDER

Minutes:

- **Presiding:** Mayor Lister B. Florence Jr.
- **Council Members in Physical Attendance:** Melissa Ganz, Vacancy, Andrew Behrendt, Nathan Chirban, Aaron Pace, Sue Brown, Tom McNeven, Elizabeth Sperry, David Shelby, Amelia Markwell, Micheal Dickens, Note: Steve Jackson joined at 7:32 pm.
- **Council Members Absent:** Ward 1 Vacancy
- **Department Directors and Other City Officials in Physical Attendance:** Public Works Director Darin Pryor, Fire Chief Jeff Breen, Park's Director Floyd Jerningan. City Planner Tom Coots, Environmental Services Director Roger Pankey, Police Chief Will Loughridge, Finance Director Steffanie Rogers, City Administrator Keith Riesberg and City Counselor James Klahr.

Mayor Lister B. Florence Jr. called the meeting to order at approximately 6:30 pm and asked Amelia Markwell to lead in the Pledge of Allegiance.

3. PLEDGE OF ALLEGIANCE - Council Representative Amelia Markwell

4. PUBLIC HEARINGS -

- a. Public Hearing and Bill 2026-22 to approve a map amendment to rezone property located near the SE corner of Hwy 72 and Bridge School Rd. From the R-1, Suburban residence district to the C-2, General Commercial district. (City Planner Tom Coots) Public Hearing and First Reading**

Minutes:

Mayor Florence opened the Public Hearing at 6:32 pm. City Planner Tom Coots spoke regarding the property that was acquired by the City for the Hwy 72 extension but is no longer needed. The property is under contract for sale to allow for development along with the areas proposed to be vacated. With no further questions, the Public Hearing was closed at 6:39 pm.

City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY LOCATED NEAR THE SE CORNER OF HWY 72 AND BRIDGE SCHOOL RD FROM THE R-1, SUBURBAN RESIDENTIAL DISTRICT TO THE C-2, GENERAL COMMERCIAL DISTRICT.

- b. Public Hearing and Bill 2026-23 to approve the vacation of portions of Hwy 72 and Bryant Rd rights-of-way and a utility easement. (City Planner Tom Coots) Public Hearing and First Reading**

Minutes:

Mayor Florence opened the Public Hearing at 6:40 pm. City Planner Tom Coots spoke regarding the property that was acquired by the City for the Hwy 72 extension but is no longer needed. The zoning ordinance specifies that the zoning is extended whenever street rights-of-way are vacated. The vacation ordinance will clarify that the areas proposed to be vacated would be classified as C-2, General Commercial to match the adjacent property. With no further questions, the Public Hearing was closed at 6:43 pm.

City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE APPROVING THE VACATION OF A PORTION OF HWY 72 AND BRYANT RD GENERALLY LOCATED NEAR THE SE CORNER OF HWY 72 AND BRIDGE SCHOOL RD AND A CERTAIN UTILITY EASEMENT.

5. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

6. OLD BUSINESS

- a. Bill 2026-21 adopting the FY 2027 Budget. (City Administrator Keith Riesberg) Final Reading**

Minutes:

City Counselor, James Klahr, read the Ordinance for its final reading by title: ORDINANCE 4935: AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2026 AND APPROPRIATING FUNDS PURSUANT THERETO.

Motion & Vote A motion was made by McNeven, seconded by Pace, to approve the ordinance. A roll call vote showed:

- **Ayes:** Dickens, Chirban, Sperry, Brown, Markwell, Ganz, Shelby,

Behrendt, McNeven and Pace.

- **Nays:** None

b. Bill 2026-18 to approve the adjustment of sewer rates for the 2026-2027 budget year. (Public Works Director Darin Pryor) Final Reading

Minutes:

City Counselor, James Klahr, read the Ordinance for its final reading by title: ORDINANCE 4936: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER. **Motion & Vote** A motion was made by Pace, seconded by Sperry, to approve the ordinance. A roll call vote showed:

- **Ayes:** Ganz, Behrendt, Chirban, Pace, Brown, McNeven, Sperry, Shelby, Dickens, and Markwell.
- **Nays:** None

c. Bill 2026-19 to authorize an agreement with Johnson Controls, Inc for repairs to the Centre. (Public Works Director Darin Pryor) Final Reading

Minutes:

City Counselor, James Klahr, read the Ordinance for its final reading by title: ORDINANCE 4937: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND JOHNSON CONTROLS, INC. **Motion & Vote** A motion was made by Pace, seconded by McNeven, to approve the ordinance. A roll call vote showed: * **Ayes:** Markwell, Ganz, Dickens, Chirban, Sperry, Brown, McNeven, Pace, Shelby and Behrendt. * **Nays:** none

d. Bill 2026-20 to authorize the agreement with Upciti for deployment of smart parking sensors and wayfinding app for downtown parking. (Public Works Director Darin Pryor) Final Reading

Minutes:

Asa King from Upciti was present via Zoom conferencing to answer questions. City Counselor, James Klahr, read the Ordinance for its final reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND UPCITI.

Motion & Vote A motion was made by Pace, seconded by Markwell, to approve the ordinance. A roll call vote showed: * **Ayes:** none * **Nays:** Behrendt, Dickens, Shelby, Sperry, Ganz, Brown, Pace, Chirban, Markwell and McNeven. Ordinance failed

7. NEW BUSINESS

a. Resolution to approve the application for a Clean Water Regionalization Incentive Grant to fund a facility plan that would determine the alternatives and costs to provide sewer service to the area East of the current city limits. (Public Works Director Darin Pryor)

Minutes:

Public Works Director Darin Pryor explained that this grant would fund a facility plan that would determine the alternatives and costs to provide sewer service to the area East of the current city limits.

City Counselor, James Klahr, read the Resolution for one reading by title: RESOLUTION 2096: Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Clean State Revolving Fund Program for an integrated management plan grant under the Missouri Clean Water Law (Chapter 644, RSMo.).

A motion was made by Pace, seconded by Ganz, to approve the resolution. Motion passed unanimously by voice vote.

b. Bill 2026-24 to restrict parking on both sides of Thomas Drive from the City Limits to a point 38 feet North of the City Limits. (Public Works Director Darin Pryor) First Reading

Minutes:

Public Works Director Darin Pryor explained that after a request to review the parking on Thomas Drive, staff found the last 38 feet of Thomas Drive to not be wide enough to allow parking.

City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE AMENDING SECTION 27-381 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY RELATING TO PARKING.

8. CLAIMS and/or FISCAL TRANSACTIONS

a. Resolution to authorize the City Administrator to execute the necessary documents for the City of Rolla/Rolla Police Department to accept and administer the \$29,069.76 Missouri Blue Shield Grant Program award and to purchase the approved grant-funded items. (Police Chief William Loughridge)

Minutes:

Police Chief Loughridge explained that this was a 100% grant with no match required that would be used to replace ballistic protection equipment. City Counselor James Klahr read the resolution for one reading by title: Resolution 2097: A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY/OFFICE OF HOMELAND SECURITY FOR THE ACCEPTANCE OF FUNDING THROUGH THE MISSOURI BLUE SHIELD GRANT PROGRAM AWARDED TO THE ROLLA POLICE DEPARTMENT FOR THE PURCHASE OF EQUIPMENT. A motion was made by Pace, seconded by Chirban, to approve the resolution. Motion passed unanimously by voice vote.

b. Motion to award bid to ITpipes for Sewer Management Software. (Public Works Director Darin Pryor)

Minutes:

Public Works Director Darin Pryor explained that after evaluation of 6 software solutions, It Pipes seems to be the best solution due to its integration with the current updated GIS software. A motion was made by Brown, seconded by

Pace, to award the bid for Sewer Management Software to ITpipes. Motion passed unanimously by voice vote.

Note: Councilmember Jackson arrived at the end of this item and was not included in this vote.

- c. Motion to approve the purchase of a 2025 Vactor truck mounted combination sewer cleaner from Key Equipment & Supply Co. for \$595,975. (Public Works Director Darin Pryor)**

Minutes:

Public Works Director Darin Pryor explained \$650,000 was included in the proposed FY26-27 budget under Vehicles and reflects financing this purchase for 3 - years. Staff was able to locate a "Demo" model with a purchase price of \$595,975 and would meet all the requirements. This would save \$54,000. The financing details will be presented for council consideration after Finance Department bids out the financing. A motion was made by Pace, seconded by Behrendt, to approve the purchase of the Vactor truck for \$595,975. Motion passed unanimously by voice vote.

9. CITIZEN COMMUNICATION

Minutes:

1. Josh Vroman of CR 5480 from Phelps County spoke regarding concerns of the Voluntary Rental Inspection program.
2. David Dukes of Becca Drive spoke regarding a crosswalk ordinance.
3. Nick Barrack asked council if they had any questions about a letter he had emailed earlier.

10. MAYOR/CITY COUNCIL COMMENTS

- a. Motion to reappoint Rebecca Roberts to the Library Board for her 3rd, 3-year term, to expire February 2029**

Minutes:

A motion was made by Markwell, seconded by Pace, to approve the reappointment. Motion passed unanimously by voice vote.

- b. Motion to reappoint Robert D. Haselwander to the Library Board for his 2nd, 3-year term, to expire May 2029.**

Minutes:

A motion was made by Pace, seconded by Sperry, to approve the reappointment. Motion passed unanimously by voice vote.

- c. Motion to appoint Paul Hirtz to the Police Personnel Board to fill the unexpired term of Dr. Keith Wedge, expiring February 2027 and then for a new 4-year term that will then expire February 2031.**

Minutes:

A motion was made by Jackson, seconded by Chirban, to approve the appointment.

A motion was made by Chirban, seconded by Ganz, to amend the motion to only fill the unexpired term of Dr. Keith Wedge, expiring February 2027. Motion passed unanimously by voice vote.
By voice vote on the original motion as amended, vote passed unanimously.

d. Motion to appoint Louis J. Magdits to the Library Board for a 3-year term expiring Sept 2029 (term 1 of 3).

Minutes:

A motion was made by Sperry, seconded by McNeven, to approve the appointment. Motion passed unanimously by voice vote.

e. Motion to appoint Louis J Magdits to the Rolla Regional Economic Committee (RECC) for a 3-year term expiring Sept. 2029.

Minutes:

A motion was made by McNeven, seconded by Ganz, to approve the appointment. Motion passed unanimously by voice vote.

f. Motion to appoint Jaired Hall to the Board of Public Works for a 4-year term expiring August 2030.

Minutes:

A motion was made by Pace, seconded by Chirban, to approve the appointment. Motion passed unanimously by voice vote.

11. COMMENTS FOR THE GOOD OF THE ORDER

- a. Next City Council meeting, Monday, October 5th, 2026
- b. 47th Annual Arts and Crafts Festival, Saturday October 3rd from 9:00 am to 3:00 pm. (Public Works Director Darin Pryor)

12. ADJOURNMENT

Minutes:

With nothing further to discuss, the meeting was adjourned at 7:58 pm



REGULAR CITY COUNCIL MEETING

Tuesday, September 8, 2026 at 6:30 pm

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Councilmember David Shelby

3. CONSENT AGENDA

a. Consider Approval of the City Council Minutes of:

August 3rd, 2026 City Council Meeting Minutes
August 17th, 2026 City Council Meeting Minutes
August 17th, 2026 Closed Session Minutes.
August 24th, 2026 City Council Budget Workshop

b. Resolution to approve the appointments of Lister Florence and Joe Polizzi to The Forum Plaza Community Improvement District. (City Administrator Keith Riesberg)

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

- a. Environmental Services Department monthly report - July 2026**
- b. Building Codes monthly report - July 2026**
- c. Rolla Police Department monthly report - July 2026**
- d. Animal Control monthly report - July 2026**
- e. Rolla Municipal Court summary - July 2026**
- f. Fire Incident Report - July 2026**
- g. Centre monthly report - July 2026**
- h. City Project Tracking Spreadsheet (as of 09/02/26)**
- i. Rolla Board of Public Works Minutes from June 2nd and June 23rd, 2026**
- j. Audit Committee Meeting Minutes for August 3rd and August 17th, 2026**
- k. City Financials as of July 31st, 2026**

5. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- a. Proclamation for Walk to End Alzheimer's Day on October 3rd, 2026
- b. Recognition of Kodie Jones for her honesty and integrity. (Police Chief Will Loughridge)
- c. Recognition of Kendra Rae Pierson for her heroism. (Fire Chief Breen and Mayor Lister B. Florence Jr)
- d. Courtney Jones on Celebration of Nations - Saturday, September 26, 2026
Theme: Get Your Global Kicks on Route 66
Parade of Nations: Begins at 9:30 a.m. at 400 W. 10th Street, with lineup and kickoff at 11 a.m.
<https://nations.mst.edu/>

6. PUBLIC HEARINGS -

- a. Public Hearing regarding the FY 2027 Budget and 2027 Sewer Fees and Bill 2026-21 adopting the FY 2027 Budget. (City Administrator Keith Riesberg)
Public Hearing and First Reading

7. OLD BUSINESS

- a. Bill 2026-17 establishing a Voluntary Rental Inspection Program (Community Development Director Dawn Bell) Final Reading

8. NEW BUSINESS

- a. Motion to appoint Employer Representative to the LAGERS Annual Meeting. (City Administrator Keith Riesberg)
- b. Motion to approve use of RNA fields for Greek Week Games in September 2026 with beer sales. (Public Works Director Darin Pryor)
- c. Bill 2026-18 to approve the adjustment of sewer rates for the 2026-2027 budget year. (Public Works Director Darin Pryor) First Reading
- d. Resolution to authorize the execution of Task Order #3 with HDR Engineering Inc. (Public Works Director Darin Pryor) Motion
- e. Bill 2026-19 to authorize an agreement with Johnson Controls, Inc for repairs to the Centre. (Public Works Director Darin Pryor) First Reading
- f. Bill 2026-20 to authorize the agreement with Upciti for deployment of smart parking sensors and wayfinding app for downtown parking. (Public Works Director Darin Pryor) First Reading

9. CLAIMS and/or FISCAL TRANSACTIONS

- a. Motion to award bid to ARC (Amusement Restoration Companies) for the resurfacing of the Splash Zone slide. (Parks Director Floyd Jernigan) Motion
- b. Motion to award bid to Wayde's Equipment for a diesel mower. (Parks Director Floyd Jernigan) Motion

10. CITIZEN COMMUNICATION

11. MAYOR/CITY COUNCIL COMMENTS

- a. Motion to reappoint Dale Martin to the Industrial Development Authority Board for a 6-year term expiring Sept 2032.
- b. Motion to reappoint Steve Bowles to the Industrial Development Authority Board for a 6-year term exp Aug 2032.
- c. Motion to appoint Louis J. Magdits to the Library Board for a 3-year term expiring Sept 2029 (term 1 of 3).

- d. **Motion to appoint Louis J Magdits to the Rolla Regional Economic Committee (RECC) for a 3-year term expiring Sept. 2029.**

12. COMMENTS FOR THE GOOD OF THE ORDER

- a. **Next City Council meeting, Monday, September 21st, 2026**
- b. **Canine Plunge - Saturday September 12th, 2026 from Noon to 2:00 pm**
- c. **Ranney Run September 19th at the Veteran's Memorial Park**

13. CLOSED SESSION - Closed Session per RSMo 610.021 – None

14. ADJOURNMENT

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Agenda published on 09/03/2026 at 1:27 PM

AUGUST MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Aug 2026	Jul 2026	Aug 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Cardboard	148.7 ton	151.6 ton	99.4 ton	1,071.1 ton	963.2 ton	1,405.0 ton
Newspaper	18.2 ton	18.9 ton	35.3 ton	190.2 ton	210.6 ton	282.1 ton
High Grade Paper	0.0 ton	20.7 ton	0.0 ton	20.7 ton	17.9 ton	17.9 ton
Aluminum	0.0 ton	2.1 ton	2.3 ton	9.0 ton	12.0 ton	16.3 ton
Steel Cans/Scrap Metal	3.5 ton	2.4 ton	3.1 ton	29.0 ton	31.0 ton	51.3 ton
Plastic	0.0 ton	0.0 ton	8.9 ton	19.6 ton	59.8 ton	98.9 ton
Glass	45.8 ton	0.0 ton	25.2 ton	140.3 ton	143.7 ton	195.2 ton
Batteries	0.0 ton	0.7 ton	0.0 ton	2.8 ton	2.7 ton	5.4 ton
Electronic Waste	3.3 ton	3.5 ton	0.0 ton	43.2 ton	26.2 ton	41.9 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton
TOTAL	219.5 ton	199.8 ton	174.2 ton	1,525.8 ton	1,467.2 ton	2,113.9 ton

SERVICES PROVIDED

Type of Service	Aug 2026	Jul 2026	Aug 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Special Pick-ups	43	59	45	270	324	420
Paper Shredding	3.5 hours	5.8 hours	3.5 hours	37.8 hours	32.8 hours	44.8 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	109	125	120	863	827	1255

DISPOSAL TONNAGE

(Sanitation Division)

Material	Aug 2026	Jul 2026	Aug 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Refuse	1,671.0 ton	1,803.5 ton	1,609.6 ton	13,508.5 ton	13,956.7 ton	20,546.0 ton

Management Report
FISCAL YEAR 2026

August 2026

BUILDING PERMITS ISSUED	AUGUST FY 2026		AUGUST FY 2025		YTD FY 2026		YTD FY 2025		Δ CHANGE FY 25 - FY 26	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	22	\$ 447,750	48	2868550	429		513		-16.4%	
Electric, Plumbing, etc. Only	11		25		189	\$ -	290	\$ -	-34.8%	
Single Famil Detached	1	\$ 355,000			64	\$ 16,866,998	11	\$ 3,360,000	481.8%	402.0%
Single Family Attached			6	\$ 660,000	4	\$ 900,000	9	\$ 1,410,000	-55.6%	-36.2%
Duplexes					3	\$ 830,000	5	\$ 1,202,240	-40.0%	-31.0%
3-or-4 family			1	\$ 520,000	5	\$ 1,770,000	5	\$ 2,545,000	0.0%	-30.5%
5-or-more family					1	\$ 3,300,000	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels					1	\$ 1,250,000	-	\$ -		
Other nonhousekeeping shelter					-	\$ -	-	\$ -		
Amusement, social, recreational					2	\$ 795,000	-	\$ -		
Churches, other religious					-	\$ -	-	\$ -		
Industrial					-	\$ -	-	\$ -		
Parking garages, storage bldg					5	\$ 708,950	4	\$ 317,000	25.0%	123.6%
Service stations, repair garages					-	\$ -	-	\$ -		
Hospitals, institutional					-	\$ -	-	\$ -		
Offices, banks, professional					1	\$ 13,294,055	1	\$ 4,387,038	0.0%	203.0%
Public Works, utilities					-	\$ -	-	\$ -		
Schools, other educational					-	\$ -	-	\$ -		
Stores, customer					-	\$ -	2	\$ 2,700,000	-100.0%	-100.0%
Towers, antennas					1	\$ 129,200	-	\$ -		
Signs, attached and detached			5	\$ 24,700	42	\$ 1,109,362	38	\$ 7,293,230	10.5%	-84.8%
Residential addition, remodel	5	\$ 20,000	8	\$ 60,850	47	\$ 1,073,941	85	\$ 2,165,099	-44.7%	-50.4%
Commercial addition, remodel	3	\$ 72,750	3	\$ 1,603,000	39	\$ 26,249,801	39	\$ 19,058,700	0.0%	37.7%
Residential garage, carport					-	\$ -	5	\$ 175,603	-100.0%	-100.0%
Demolition, single family	1				15	\$ -	14	\$ -	7.1%	#DIV/0!
Demolition, 2-family					-	\$ -	1	\$ -	-100.0%	
Demolition, 3-or-4 family					-	\$ -	-	\$ -		
Demolition, 5-or-more family					-	\$ -	-	\$ -		
Demolition, all other	1				8	\$ -	6	\$ -	33.3%	
Total Residential Units		\$ 355,000.00	16	\$ 1,180,000.00	154	\$ 20,366,998	56	\$ 8,517,240	175.0%	139.1%
EST. CONSTRUCTION COSTS		\$ 447,750.00		\$ 2,868,550.00	-	\$ 68,277,307	-	\$ 44,613,910	#DIV/0!	53.0%
Building Permit Fees		\$ 4,514.59		\$ 9,210.85	-	\$ 170,877	-	\$ 118,599	#DIV/0!	44.1%
FEES		\$ 11,414.59		\$ 25,810.85	-	\$ 346,927	-	\$ 274,449	#DIV/0!	26.4%

INSPECTIONS PERFORMED	AUGUST FY 2026	AUGUST FY 2025	YTD FY 2026	YTD FY 2025	FY FY 25 - FY 26
Building Inspections	437	157	2930	1,231	138%
Electrical Inspections	89	48	1064	762	40%
Excavation Inspections	0	0	0	0	#DIV/0!
Plumbing Inspections	109	48	855	454	88%
Mechanical Inspections	28	11	313	319	-2%
Code Inspections	433	159	2919	1,532	91%
Nuisance Inspections	345	173	2092	1,514	38%
Business License Inspections	24	17	124	87	43%
TOTAL INSPECTIONS	1465	613	10297	5,899	75%

Rolla Police Department Monthly Report

YTD 2026

Calls for Service

"Calls for Service" refers to the general daily activity of the officers - and dispatchers, in some situations - of the Rolla Police Department, as recorded in the Computer Aided Dispatch (CAD) system. Each incident handled by one or more of those individuals, whether in response to a citizen's request for assistance, self-initiated by an officer, or scheduled, is recorded as a single "Call for Service". Call types are assigned based on the initial circumstances presented to the dispatcher and, therefore, should not be considered a reflection of the full nature of the call. "Calls for Service" should also not be mistaken for "Reports Taken". (*Note: CFS criteria were slightly adjusted in 2025, eliminating certain calls handled by dispatchers, in order to make the totals even more accurate.)

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2025 YTD	% Increase
Abandoned/Recovered Property	8	11	14	8	19	13	15	16					104	122	-14.75%
Abandoned Vehicle	18	17	15	19	30	28	24	20					171	136	25.74%
Accident - Fatality	0	0	0	0	0	0	0	0					0	1	-100.00%
Accident - Injury	19	14	16	17	20	12	17	23					138	147	-6.12%
Accident - Leave The Scene	12	19	9	16	13	15	15	11					110	122	-9.84%
Accident - No Injury	38	26	38	40	37	22	33	32					266	273	-2.56%
Accident - Private Property	19	25	19	22	27	27	22	17					178	183	-2.73%
Accident - Road Blocked	9	5	2	2	5	4	3	3					33	58	-43.10%
Adult Abuse	1	0	0	3	0	1	0	0					5	2	150.00%
Alarm LE	73	41	58	40	42	45	33	42					374	463	-19.22%
Animal Bite/Attack	3	6	1	5	1	3	2	4					25	34	-26.47%
Animal Control	76	96	108	95	103	135	109	109					831	707	17.54%
Arson	0	0	0	0	0	0	0	0					0	0	#DIV/0!
Assault	7	6	14	10	11	14	14	13					89	77	15.58%
Assist Agency Non-LEA	93	69	77	87	78	76	78	84					642	615	4.39%
Assist Citizen	19	13	11	17	20	12	14	20					126	118	6.78%
Assist LEA	14	12	17	13	10	15	12	14					107	111	-3.60%
Assist Motorist	32	16	20	16	24	19	24	26					177	220	-19.55%
Bomb Threat	0	0	0	0	0	0	0	0					0	1	-100.00%
Building Lockout	1	0	1	1	0	0	0	1					4	0	#DIV/0!
Burglary	14	7	11	9	10	13	8	8					80	86	-6.98%
Business/Building Check	305	332	245	337	502	375	313	350					2,759	2,224	24.06%
Call for Police	49	42	36	64	77	71	94	65					498	462	7.79%
Checkpoint	0	0	1	0	0	0	0	0					1	0	#DIV/0!
Check Well Being	71	83	99	93	113	98	114	98					769	863	-10.89%
Child Abuse	1	0	0	2	1	6	3	2					15	25	-40.00%
Child Exploitation/Pornography	0	0	0	3	1	0	1	0					5	3	66.67%
Compliance Check	0	0	0	8	0	0	0	0					8	1	700.00%
Confidential Investigation	0	0	0	1	0	0	0	0					1	7	-85.71%
Conservation Violation	0	0	0	0	0	0	0	1					1	0	#DIV/0!
Court	9	12	19	14	16	11	14	10					105	79	32.91%
Crossing Guard (Officer coverage)	0	0	0	0	0	0	0	2					2	12	-83.33%
CWB 911 Hangup	80	111	114	89	99	102	131	105					831	661	25.72%
Death	1	0	1	1	1	2	1	0					7	1	600.00%
Destruction of Property	12	9	10	12	16	25	11	8					103	96	7.29%
Disturbance-Fireworks	0	0	0	0	0	5	22	1					28	40	-30.00%
Disturbance-Liquor	0	0	0	0	0	0	0	0					0	5	-100.00%
Disturbance-Other	43	33	59	70	61	62	47	60					435	489	-11.04%
Domestic Violence	30	30	28	37	47	34	45	34					285	280	1.79%
Driving While Intoxicated	7	11	14	7	9	6	15	14					83	81	2.47%
Drown/Water Rescue	0	0	0	0	0	0	0	0					0	3	-100.00%
Drug Paraphernalia	2	3	3	3	6	4	6	2					29	36	-19.44%
Escort - Bank	0	1	0	0	0	0	0	0					1	1	0.00%
Escort - Courtesy	6	6	6	6	13	8	6	6					57	49	16.33%
Escort - Funeral	2	5	8	5	2	5	2	6					35	59	-40.68%
Evidence Processing	0	0	1	0	7	2	0	4					14	0	#DIV/0!
Exparte Violation	10	6	9	12	16	14	11	12					90	50	80.00%
Field Interview	40	45	65	47	72	56	59	70					454	457	-0.66%
Fight	0	2	7	1	5	4	4	4					27	36	-25.00%
Fingerprints	0	0	0	1	0	0	0	1					2	7	-71.43%
Follow-up	144	103	165	117	149	136	107	131					1,052	946	11.21%
Foot Patrol	0	1	1	2	2	2	1	1					10	0	#DIV/0!
Forgery-Counterfeiting	1	1	0	0	4	2	0	0					8	17	-52.94%
Found Body	0	0	0	0	1	0	0	0					1	1	0.00%
Fraud - Checks/Credit Card	20	28	23	16	17	24	15	20					163	131	24.43%
Harassment	17	15	22	26	20	22	27	18					167	173	-3.47%
Identity Theft	0	2	2	2	3	1	0	1					11	11	0.00%
Information Request	222	221	224	252	204	265	243	268					1,899	2,125	-10.64%
Intoxicated Person	7	4	4	2	5	6	6	8					42	36	16.67%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2025 YTD	% Increase
Jail Incident	0	0	0	0	1	0	0	0					1	1	0.00%
Juvenile Complaint	7	8	10	11	11	12	11	11					81	74	9.46%
Keep the Peace/Standby	10	10	14	16	16	19	13	22					120	90	33.33%
Kidnapping	1	0	0	1	1	2	0	0					5	4	25.00%
Leave without Pay	0	0	1	1	0	0	1	2					5	3	66.67%
Liquor Violation	1	0	0	0	1	1	0	0					3	1	200.00%
Littering/Dumping	0	2	7	0	0	3	7	1					20	20	0.00%
Loitering	4	7	9	4	7	6	9	7					53	45	17.78%
Lost or Stolen Property	13	6	4	6	12	5	10	14					70	87	-19.54%
Loud Noise Complaint	29	17	27	33	32	20	16	34					208	164	26.83%
Malicious Mischief	1	1	2	1	0	0	1	1					7	12	-41.67%
Mental Health	35	26	18	41	29	31	32	23					235	186	26.34%
Missing Person	6	6	11	9	5	3	1	8					49	39	25.64%
Murder	0	0	0	0	0	0	0	0					0	0	#DIV/0!
Narcotics Violation	5	2	15	19	10	7	8	12					78	84	-7.14%
No Business License	0	0	0	0	31	0	2	0					33	0	#DIV/0!
Notification	1	1	5	6	0	3	6	4					26	43	-39.53%
Open Door	5	2	4	4	8	5	6	2					36	40	-10.00%
Overdose	5	4	4	4	5	1	4	4					31	44	-29.55%
Paper Service	20	42	30	39	40	41	44	40					296	198	49.49%
Prisoner Transport	2	3	3	4	0	0	3	0					15	22	-31.82%
Property Damage-Non Criminal	1	0	5	3	3	2	3	3					20	20	0.00%
Prostitution	0	0	0	0	0	0	0	0					0	0	#DIV/0!
Prowler	1	0	1	3	3	1	3	1					13	15	-13.33%
Public Indecency	4	4	3	5	3	2	1	1					23	18	27.78%
Public Relations	24	32	31	39	21	18	31	28					224	117	91.45%
Pursuit	0	0	1	1	1	1	1	0					5	4	25.00%
Rape/Sexual Assault	1	2	4	3	0	3	1	1					15	11	36.36%
Robbery	2	0	1	0	0	1	1	0					5	5	0.00%
Runaway	3	2	7	3	11	8	11	5					50	56	-10.71%
Search Warrant	3	0	0	0	0	1	0	0					4	2	100.00%
Vacation/Security Check	18	3	7	1	11	6	0	18					64	138	-53.62%
Selective Enforcement	15	11	21	18	13	1	1	0					80	1	7900.00%
Sewer Alarm	0	0	1	0	0	0	0	0					1	2	-50.00%
Sex Offenses	3	5	3	6	3	3	3	5					31	29	6.90%
Shots Fired	2	2	1	1	3	2	2	4					17	25	-32.00%
Smoking/Vaping Violation	0	0	0	0	0	0	0	0					0	0	#DIV/0!
Soliciting	2	1	3	4	5	2	0	1					18	6	200.00%
Stabbing or Shooting with Injury	1	1	0	1	0	0	3	0					6	0	#DIV/0!
Stalking	1	1	0	2	1	1	2	2					10	13	-23.08%
Stealing	47	37	41	45	44	45	50	64					373	428	-12.85%
Stolen Vehicle	4	0	2	8	6	6	8	7					41	53	-22.64%
Suicide	0	0	0	0	0	0	0	0					0	1	-100.00%
Suspicious Activity	45	54	58	65	48	48	54	49					421	534	-21.16%
Suspicious Package/Item	1	0	2	0	3	0	0	0					6	6	0.00%
SWAT Callout	0	0	1	0	1	0	0	0					2	2	0.00%
Tampering	2	3	2	3	8	2	5	2					27	21	28.57%
Telephone Harassment	7	12	19	19	15	24	21	23					140	122	14.75%
Tow Sticker Expired	3	9	3	8	11	6	18	10					68	67	1.49%
Traffic Complaint	97	154	111	145	158	132	184	169					1,150	1,232	-6.66%
Traffic Stop	412	405	481	463	580	465	475	437					3,718	2,815	32.08%
Trespassing	36	26	30	35	29	29	48	34					267	342	-21.93%
Try to Contact	50	35	10	17	14	17	14	17					174	117	48.72%
Vehicle Identification	40	39	46	53	45	28	40	45					336	298	12.75%
Vehicle Lockout	3	1	0	1	0	1	0	0					6	9	-33.33%
Vehicle Repossession	5	4	3	4	2	4	3	4					29	39	-25.64%
Veterinary Call	3	0	1	6	7	1	2	2					22	19	15.79%
Weapons Violation	0	1	4	4	2	2	1	3					17	31	-45.16%
Totals	2,516	2,470	2,664	2,815	3,179	2,823	2,881	2,865	0	0	0	0	22,213	20,698	7.32%

Rolla Police Department Monthly Report

YTD 2026

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes" (these totals are somewhat fluid as investigations and report processing are not limited to monthly time frames):

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
August	0	1	0	2	4	32	2	0	41	
YTD 2026	0	10	3	34	46	234	12	1	340	
2025	0	15	6	56	62	377	29	3	548	-11.90%
2024	0	15	4	63	65	431	40	4	622	-15.03%
2023	0	8	6	55	85	515	58	5	732	-9.41%
2022	0	8	6	95	119	531	44	5	808	-0.37%
2021	0	15	9	68	119	564	35	1	811	-23.20%

Overdoses

The following data pertain to calls for service responded to by the Rolla Police Department in which an overdose was known or suspected. It is not an accurate representation of all overdoses occurring in Rolla, as these incidents aren't always reported since Narcan is readily available to citizens. Also, in many circumstances, law enforcement may not be called on to respond, as an overdose could be reported as a medical call, or the patient could be transported to the hospital by family/friends. Note the "Narcan Administered" column is ONLY for Narcan administered by RPD. Therefore, it cannot be used as a representation of the # of Narcan uses per overdose incident, as many times another responding agency (Fire, EMS, other LE) administers the Narcan. We do not have statistics for those agencies. Overdose Deaths are those deaths in which it is immediately known an overdose was involved. There is potential for this total to change as death investigations and/or lab results are finalized.

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
August	5	1	0
YTD 2026	35	7	1
2025	69	15	4
2024	73	14	2
2023	111	38	9
2022	132	42	10

Animal Control Monthly Totals

AUGUST 2026

ANIMALS IMPOUNDED (INTAKE)

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2026 YTD Total	2025 YTD Total
City of Rolla	16	16	0	0	32	282	299
Rolla Area, (Phelps County)	0	0	0	0	0	4	22
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood	0	0	0	0	0	2	0
Monthly Total	16	16	0	0	32		
2026 YTD Total	144	115	1	30		288	
2025 YTD Total	158	108	0	56			321
Total Phelps County	0	0	0	0	0	16	11

ANIMAL DISPOSITION (OUTCOME)

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2026 YTD Total	2025 YTD Total
Animals Adopted ①	8	11	0	0	19	112	109
Animals Claimed	4	1	0	0	5	57	59
Euthanized(III/Injured)	0	0	0	0	0	6	2
Euthanized(Dangerous)	0	0	0	0	0	0	7
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	1	0	0	1	29	40
Transferred to Rescue ③	1	0	0	0	1	58	46
Wildlife Released	0	5	0	0	5	3	20
Other / TNR	0	18	0	0	18	14	23
Monthly Total	13	36	0	0	49		
2026 YTD Total	142	106	1	23		279	
2025 YTD Total	148	100	0	57			306

ADDITIONAL STATISTICS

	Monthly Total	2026 YTD Total	2025 YTD Total	
Adoption Rate $(① + ③) \div (① + ② + ③)$	100.00%	100.00%	100.00%	
PR Programs	0	0	3	
Calls for Service	102	670	1,030	
Written Warnings	0	0	0	
Citations	0	3	1	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: Rolla Municipal		Reporting Period: Aug 1, 2026 - Aug 31, 2026		
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401						
Physical Address: 901 NORTH ELM, ROLLA, MO 65401				County: Phelps County		
Telephone Number: (573)3648590				Fax Number:		
Prepared by: Relauun Smith				E-mail Address:		
Municipal Judge: Brad Neckermann						
II. MONTHLY CASELOAD INFORMATION						
				Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month				14	760	176
B. Cases (citations/informations) filed				3	190	18
C. Cases (citations/informations) disposed						
1. jury trial (Springfield, Jefferson County, and St. Louis County only)				0	0	0
2. court/bench trial - GUILTY				0	0	0
3. court/bench trial - NOT GUILTY				0	0	0
4. plea of GUILTY in court				2	57	10
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	73	1
6. dismissed by court				0	0	0
7. <i>nolle prosequi</i>				1	26	2
8. certified for jury trial (not heard in Municipal Division)				0	0	0
9. TOTAL CASE DISPOSITIONS				3	156	13
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				14	794	181
E. Trial de Novo and/or appeal applications filed				0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)						
1. # Issued during reporting period		49	IV. PARKING TICKETS			
2. # Served/withdrawn during reporting period		33	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period		869				
1. # Issued during period			22			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Aug 1, 2026 - Aug 31, 2026
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$6,764.50	Court Automation	\$852.35
Clerk Fee - Excess Revenue	\$832.36	Interest Income	\$48.59
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$25.67	Law Enf Arrest-Local	\$124.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayment	\$5.35
Total Excess Revenue		Total Other Disbursements	\$1,030.29
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	
Fines - Other		Bond Refunds	
\$5,383.15		\$268.00	
Clerk Fee - Other		Total Disbursements	
\$628.80		\$16,426.09	
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF			
\$0.00			
Peace Officer Standards and Training (POST) Commission surcharge			
\$121.76			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
\$868.17			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
\$19.39			
Law Enforcement Training (LET) Fund surcharge			
\$242.00			
Domestic Violence Shelter surcharge			
\$242.00			
Inmate Prisoner Detainee Security Fund surcharge			
\$0.00			
Restitution			
\$0.00			
Parking ticket revenue (including penalties)			
\$0.00			
Bond forfeitures (paid to city) - Other			
\$0.00			
Total Other Revenue			
\$7,505.27			

FIRE INCIDENT REPORT

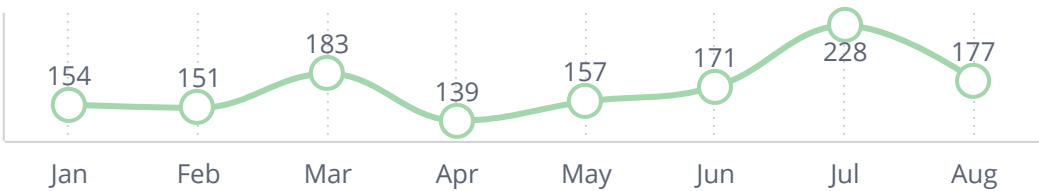
Calendar Year 2026

AUGUST 2026

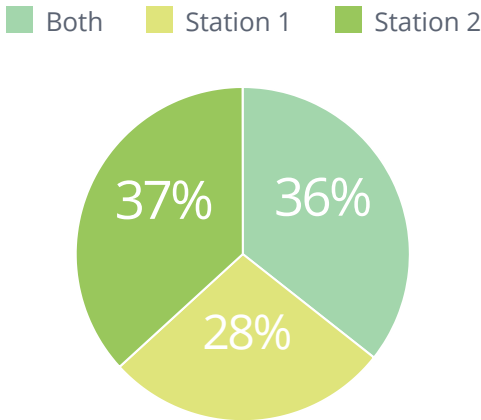
YTD Incident Count

Incident Count
1,360

Incident Count by Month



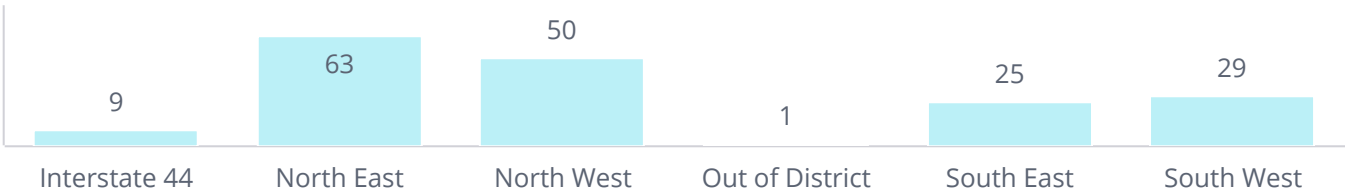
Count of Incidents by Station



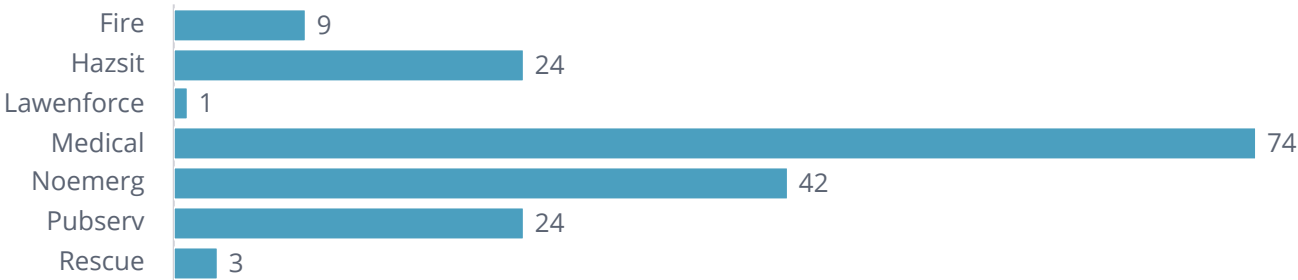
Count of Incident Responses by Shift

Core shift	08/2026	
	%	#
A Shift	34.5%	61
Administration	2.3%	4
B Shift	33.9%	60
C Shift	29.4%	52
Grand Total	100.0%	177

Count of Incidents by District



Count of Incidents by Major Incident Category



The Centre Rolla's Health & Recreation Complex
Income Statement
For the 11 Months Ending
August 31, 2026

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Total Members	2,026	1,954	4%	1,868	2,026	1,954	4%	1,868
Revenues								
Rental & Other:								
Conference Room & Other Rental	\$0	\$0	\$0	\$210	\$2,620	\$2,000	\$620	\$3,420
	0	0	0	210	2,620	2,000	620	3,420
Member Services:								
Membership Dues	8,667	9,682	(1,015)	67,440	319,592	348,376	(28,784)	729,472
Guest Fees	3,173	2,333	840	6,157	46,041	48,331	(2,290)	82,983
Locker Rent	0	0	0	323	590	300	290	2,022
	11,840	12,015	(175)	73,921	366,223	397,007	(30,784)	814,478
Fitness:								
Enrollment Fees/Health Assessments	0	0	0	1,922	2,900	11,186	(8,286)	17,800
Special Programs	0	0	0	150	540	400	140	1,575
	0	0	0	2,072	3,440	11,586	(8,146)	19,375
Ancillary:								
Swim Programs	3,893	4,167	(274)	5,365	51,642	73,169	(21,527)	63,324
General Medical Integration	0	0	0	399	3,371	4,455	(1,084)	9,341
Recreation	0	0	0	5,160	18,975	24,000	(5,025)	71,287
Café	0	0	0	1,184	3,742	5,000	(1,258)	13,171
Pro Shop	0	0	0	207	27	1,600	(1,573)	3,453
Personal Training	0	0	0	10,640	36,491	29,684	6,807	92,623
Children's Area	0	0	0	2,424	8,327	12,000	(3,673)	23,508
	3,893	4,167	(274)	25,378	122,574	149,908	(27,334)	276,706
Total Revenue	15,733	16,182	(449)	101,581	494,857	560,501	(65,644)	1,113,979
Expenses								
Salaries & Burden	24,051	25,774	1,723	97,370	559,831	599,952	40,121	1,058,192
Other Employee Expenses	582	0	(582)	623	10,467	2,800	(7,667)	12,314
General Supplies & Services	76	0	(76)	1,257	1,048	2,568	1,520	6,136
Environmental Supplies	637	1,750	1,113	2,892	19,271	18,250	(1,021)	29,968
Cost of Goods Sold	0	0	0	1,542	2,255	3,620	1,365	11,394
Minor Equipment	0	0	0	20	119	1,268	1,149	2,164
Repairs & Maintenance	687	8,333	7,646	11,511	40,977	70,731	29,754	120,083
Service Contracts & Licenses	1,000	0	(1,000)	11,081	48,269	43,036	(5,233)	111,644
Marketing & Collateral	0	0	0	6,143	23,824	28,400	4,576	66,111
Utilities	7,940	8,625	685	15,661	122,147	126,531	4,384	184,544
Bank Fees & Miscellaneous	504	0	(504)	3,746	19,464	19,112	(352)	47,550
Other Taxes & Fees	0	0	0	0	900	1,800	900	3,215
Total Expenses	35,477	44,482	9,005	151,846	848,572	918,068	69,496	1,653,314
Net Operating Income	(19,745)	(28,300)	8,556	(50,265)	(353,715)	(357,567)	3,852	(539,335)
Management Fees	4,000	4,000	0	8,000	60,000	68,000	8,000	90,000
Net Income (Loss)	(\$23,745)	(\$32,300)	\$8,556	(\$58,265)	(\$413,715)	(\$425,567)	\$11,852	(\$629,335)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$2,588	\$1,667	\$921	\$876	\$28,313	\$32,349	(\$4,036)	\$23,118
Recreation (Net)	\$0	\$0	\$0	(\$507)	\$10,801	\$13,600	(\$2,799)	\$38,054
Café (Net)	\$0	\$0	\$0	\$565	\$1,499	\$2,500	(\$1,001)	\$5,049
Pro Shop (Net)	\$0	\$0	\$0	(\$716)	\$15	\$480	(\$465)	\$181
Personal Training (Net)	\$0	\$0	\$0	\$4,972	\$11,933	\$11,874	\$59	\$35,303
Children's Area (Net)	\$0	\$0	\$0	(\$432)	(\$3,367)	(\$808)	(\$2,559)	(\$13,749)
Total Ancillary Services Net Income (Loss)	\$2,588	\$1,667	\$921	\$4,758	\$49,195	\$59,995	(\$10,800)	\$87,957



Airport Advisory Committee Minutes

Monday, December 8, 2025

5:00 p.m.

The Airport Advisory Committee gathered at 5:00 p.m. in the Airport Conference room.

In attendance, **Committee members:** Vice Chairman Ron Wilkerson, Jody Eberly, Mike Matthews, and Steve Mason **Others in attendance:** Public Works Director Darin Pryor, Airport Manager Darrin Bacon, Airport personnel Sissy Borders, Joe Pestka (Woolpert), Laura Koonce (Woolpert), Public Works Executive Assistant Angela Keehn.

The first order of business was to review and approve the minutes from meetings held on August 14, 2024, and October 29, 2024. Jody Eberly made a motion to approve; Ron Wilkerson seconded, all approved unanimously.

The next order of business was CIP Program. This discussion was led by Laura Koonce (Woolpert). An updated CIP Program list was distributed the following points were discussed.

- Runway & Taxiway Project: Funding includes \$2.375 million, \$150,000 discretionary funds, and 2026 Non-primary Entitlement funds.
- Taxiway project: Initial bids were above budget; redesign underway.
- Runway rehabilitation received unexpected federal allocation; proposal to maintain 100-ft width pending review.
- Contractor market challenges causing high bids; phasing of projects likely.
- Motion was made by Steve Mason and seconded by Mike Matthews passed to keep CIP priorities unchanged.

Next order of business was budget discussion. Darin Pryor spoke to the committee about the 2025-2026 Budget.

- Projected deficit; \$441,00 in 2026; \$311,000 in 2025.
- Fuel truck replacement included in 2026 budget.
- Runway rehab is likely to require temporary closure of both runways.
- Hangar door replacements are ongoing.
- Mower replacement planned in 2026.
- Solar lease remains major long-term opportunity.

The Airport Manager's Report was given by Darrin Bacon.

- Operations were down 23% from last year; loss of Encore and reduced flying.
- Fuel sales are down significantly.
- Hangar revenue is expected to increase by about \$10,000/month after door installations.
- Sowers hangars will transition to city control August 2026

- Committee supports creating a hangar policy requiring airworthy aircraft with 2-year repair limit with possible exceptions that can be made at the Airport Managers discretion.
- Hangars intended for aviation use; not general storage.

Courtesy Car Policy was another topic of discussion.

- Car has been misused, including multi-day use without permission.
- Car has been taken to other cities, hours away.
- Planned updates for the policy include a GPS tracking, license and insurance verification, destination Sign-out, two-hour maximum time limit.

Drain Pryor gave a brief update on the status of the Vichy Solar Project.

- Developer struggling to secure county right-of-way for transmission.
- Private land or MoDOT alternatives are being explored.
- Project momentum uncertain but developer states continued interest.

Other Business discussions were held next.

- Airport Manager Darrin Bacon is retiring December 24, 2025.
- Committee members Steve Mason and Ron Wilkerson will assist with manager hiring.
- City exploring contracting FBO; but not a likely option.

Steve Mason made a motion to adjourn, motion seconded by Mike Mathews.

Meeting adjourned at 5:35 p.m.

9/30/2026										
#	Date	Ordinance Number	Line Item	Item/Subject	Amount Authorized	Amount Spent to Date	Project % Completion	Anticipated Remaining Project Expenses	Changes to Project Scope	Anticipated Project Complete Date
1	6/16/2025	Motion		Veterans' Park Pavillions (materials)	\$ 104,341.00	104,341.00	100%	-	none	Completed Spring 2026
2	6/16/2025	4863		Meyer Electric/Wilson Ballfield Lighting	\$ 289,324.00	289,324.00	100%	-	none	Completed Spring 2026
3	10/6/2025	4877	07/5-073-331	BNSF Preliminary Engineering Agreement for 18th/Bardsley Roundabout	\$ 37,997.00	-	10%	37,997.00	none	Unknown
4	10/6/2025	4878		MoDOT Tap Grant (602) - 45 Curb Ramps 80% grant up to \$149,873	\$ 188,000.00	-	0%	188,000.00	none	Bid in Fall 2026
5	10/6/2025	Motion	07/5-073-561	Purchase of International HV507 truck	\$ 132,918.92	132,918.92	100%	-	none	Spring 2027
6	continued	Motion	07/5-073-561	16'dump bed	\$ 118,426.00	-	0%	118,426.00	none	Spring 2027
7	10/6/2025	Motion	07/5-073-560	Purchase of Caterpillar 430 Backhoe	\$ 152,645.00	152,644.89	100%	-	none	
8	11/3/2025	Motion		Purchase of a refuse truck	\$ 453,345.68	453,345.68	100%	-	none	Completed Spring 2026
9	11/17/2025	Motion		Purchase of 5 RPD Vehicles	\$ 279,730.00	279,730.00	100%	-	none	
10	11/17/2025	Motion		45 Smith & Wessen guns and holsters \$51793.50 before trade-in \$	\$ 30,353.50	35,071.24	90%	17,075.00	none	Fall 2027
11	12/1/2025	4890	07/5-073-573	Little Oaks Road Improvements (449) - Donald Maggi	\$ 310,900.50	211,860.81	68%	99,039.69	none	Fall 2026
12	1/5/2026	4891		Veterans' Park Pavillions (construction)	\$ 111,999.81	111,999.81	100%		none	Completed Spring 2026
13	1/5/2026	Motion		RPD vehicle equipment & installation	\$ 85,747.00	85,963.00	100%		none	Spring 2026

14	1/20/2026	4893		McCutchen Acres Development Agreement	\$ 50,000.00	-	0%	50,000.00	none	Unknown
15	2/2/2026	4896	05/5050-331	Airport Runway Consultant Agreement	\$ 267,641.00	257,277.05	96%	10,363.95	none	Spring 2027
16	2/2/2026	4895	05/5050-331	Airport Taxiway Redesign Agreement	\$ 49,415.00	49,415.00	100%	-	none	Spring 2027
17	3/2/2026	4902	07/5073-582	2026 Asphalt Phase 1 (608)	\$ 810,296.90	745,347.04	100%	-	none	Fall 2026
18	3/16/2026	4905	02/5-050-445	2026 Sewer CIPP (610)	\$ 313,281.00	272,270.00	100%	-	none	Fall 2026
19	4/6/2026	4907	07/5073-582	2026 Asphalt Phase II (609)	\$ 872,350.30	548,222.08	63%	324,128.22	none	Fall 2026
20	4/6/2026	Motion		Purchase of 2 vehicle chassis/ body swaps	\$ 280,000.00	262,177.49	100%	-	none	Completed Spring 2026
21	5/18/2026	4914	07/5-073-581 and 582	Rolla Street Storm Sewer (598) - 50% DRA grant up to \$1.25 mill	\$ 2,961,151.85	853,982.95	29%	2,107,168.90	none	Spring 2027
22	5/18/2026	4915	07/5-073-447	2026 Maltene Rejuvenation (607)	\$ 140,336.00	140,336.00	100%	-	none	Fall 2026
23	5/4/2026	motion	07/5-073-560	D7F Dozer	\$ 17,000.00	17,000.00	100%	-	none	complete
24	5/4/2026	Res 2090	TDD	TDD Task Order 1	\$ 138,021.50	17,760.00	13%	120,261.50	none	Spring 2027
25	6/15/2026	Motion		Purchase of Outdoor Walking Trail Exercise Equipment Stations (ARPA - 100% reimburse)	\$ 22,811.00		0%	22,811.00	none	Fall 2026
25	7/6/2026	4919	07/5073-582	2026 Asphalt Phase III (618)	\$ 349,652.25	294,424.82	100%	-	none	Fall 2026
26	8/3/2026	4927	05/5-050-452	Taxiway A Reconstruct 23-056A-1	\$ 1,168,817.00	192,530.86	16%	976,286.14	none	Fall 2026
27	8/3/2026	4928	05/5-050-452	Runway 13-31 Rehab 26-056A-1	\$ 3,415,645.50	-	0%	3,415,645.50	none	Fall 2027
28	8/17/2026	4930		Runway 13-31 Contract Admin	\$ 353,355.00	-	0%	353,355.00	none	Page 27 Fall 2027

29	8/17/2026	4931		Animal Shelter Fence	\$ 106,100.00	-	0%	106,100.00	none	Fall 2026
30	8/17/2026	4932		Manhole Lining	\$ 101,120.60	-	0%	101,120.60	none	Spring 2027
31	8/17/2026	Motion		Animal Shelter Security	\$ 36,317.00	-	0%	36,317.00	none	Fall 2026
32	6/16/2026	Motion	11 5 070 564	Exercise Stations	\$ 22,811.00	-	0%	22,811.00	added sign	Fall 2026
33	9/8/2026	Res 2096	TDD	HDR Task Order #3	\$ 685,331.50		0%	685,331.50	none	Spring 2027
34	9/21/2026	4937		Centre Repairs	\$ 2,338,131.00	-	0%	2,338,131.00	none	Fall 2027
35	9/21/2026	Motion	02/5-050-331	IT Pipes sewer software	\$ 27,500.00	-	0%	27,500.00	none	Oct-26
36	9/21/2026	Motion	02/5-050-561	Jetvac Purchase	\$ 595,975.00	-	0%	595,975.00	none	Dec-26

Park Advisory Commission Meeting Minutes

Wednesday, September 23, 2026 – 5:00 p.m.

City Hall, 3rd Floor Conference Room

Members Present: Justin Renaud, Mike Fleischhauer, Susan Wrasmann, and Sue Brown

Absent: Ken Kwantes

Others Present: Patti Fleck, City Administrator Keith Riesberg, Steffanie Rogers, Floyd Jernigan, Andrew Smith, Simon Yoakum, and Julie Mayfield

1. Call to Order

- Mike Fleischhauer called the meeting to order at 5:25 p.m.

2. Approval of June minutes

- Justin Renaud made a motion to approve June 2026 meeting minutes. Susan Wrasmann seconded the motion. All in favor. None opposed.

3. Presentations

- Patti Fleck presented the possibility of installing a wind phone on the Acorn Trail. She would provide the phone. The estimate for materials and installation is approximately \$1,100.
- Barney Oerther wasn't present. Floyd provided a summary of his Eagle Scout project. He plans to build a large stone grill near the pavilion at Veterans Memorial Park.

4. Unfinished Business/Narrative

- **Grants**-We continue to work on grant reimbursement. ARPA-Sixteen pieces of exercise equipment have been purchased for the exercise trail stations as well as safety surface and sidewalk materials.
- **Operations/Facilities**-Tennis Court Replacement-A possible donor is requesting inclusion and some level of commitment from school/university users. We have met with S&T Miner Rec and East Central College. There is an option of securing a \$200,000 USTA grant. Next step will be meeting with city administration, school administration, and university officials.
- **Trees/Acorn Trail/Greenery**-We are actively involved in removing trees, cleaning up, and replacing trees. Julie Quackenbush has been aiding with planting, maintaining, and watering, helping to ensure the trees have a better chance of thriving.
- **Financials**-Reviewed/explained by Steffanie, no questions asked.

- **Review of summer rec programming**-Kids' Fishing Day was a success with 75 youth attending. Softball league had 17 coed teams, 9 men's teams, and 12 church teams. Summer camp was full with 40+ kids every week and a waiting list of 20+ kids every week. We collaborated with Missouri Department of Conservation offering a dutch oven class, orienteering, hunter education, and an upcoming rescheduled atlatl class.
- **Review of SplashZone season**-The season welcomed 13,210 patrons with an average daily attendance of approximately 175 guests. The facility generated \$136,597.37 in daily revenue, along with \$14,425 in rental revenue. This included 26 after-hour rentals and 16 birthday parties. We sold 387 family passes and 32 water walking passes, while Toddler Time welcomed 337 young children throughout the season. A major part of SplashZone's success is has been the work of the seasonal staff noted Aquatics Manager Marie Crowley. This summer, we hired 35 part-time employees between the ages of 15 and 20. SplashZone also faced several physical challenges this season, with a pump replacement, slide repair, umbrella damage/replacement from storms, and resolving leaks.

5. New Business

- Discussion about the wind phone, the committee is not opposed but in a currently tight budget is not sure the expense can be justified at this time. Members asked that Patti work to obtain funding through donations. Floyd will reach out to Patti.
- Turf Bid- 30 companies showed interest, 11 companies were present at the pre-bid meeting, and we received 7 bids. Low bid was from Nationwide Sports Construction for \$894,275. This bid included the maintenance equipment. They recently completed a turf project at the high school. The turf is scheduled to be completed before next August. The bid tab will go the next city council meeting.
- City Administrator Riesberg recapped the turf budget. The approved budget allocated \$770,000, with a separate line item for the maintenance equipment showing an additional outlay of \$17,000. Parks Director Jernigan noted that Parkland fee dollars can be utilized for this project. Last such usage occurred when the city purchased an all-inclusive playground. Discussion noted other line items in the approved budget that could be delayed a year to make up the difference. The grant has a reimbursement cap of \$505,750 total and a total committed spend of \$1,130,838. Mr. Riesberg also pointed out that the parks department has the interfund loan transfer to replace from Public Works of \$470,000.

6. Adjournment

The meeting adjourned at 6:45 p.m.



Report to:
ROLLA CITY COUNCIL

Case No.: ZON26-026

MEETING DATE: October 5, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment to rezone property located near the SE corner of Hwy 72 and Bridge School Rd from the R-1, Suburban Residence district to the C-2, General Commercial district

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Public Notice Letter; Ordinance

Application and Notice:

Applicant/Owner - City of Rolla
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; [The City of Rolla](#)

Background: The subject property was acquired by the city for the construction of the Hwy 72 extension. The properties were formerly used for residential lots. The houses were demolished for the road construction.

The right-of-way of Bryant Rd south of Hwy 72 and a portion of the right-of-way of Hwy 72 are proposed to be vacated under a separate action. That ROW will be rezoned to the C-2, General Commercial district in the vacation ordinance. The subject rezoning application would rezone the former residential lots.

The property was acquired for the roadway construction and is no longer needed. The property will be marketed for sale to allow for development along with the areas proposed to be vacated.

Property Details:

Current zoning - R-1, Suburban Residential; to be rezoned to C-2, General Commercial
Current use - Vacant/undeveloped
Proposed use - Commercial
Land area - The area requested to be rezoned is about 2.5 acres; The total property area including the area to be vacated is 4.49 acres.

Public Facilities/Improvements:

Streets - The subject property has frontage on Hwy 72, a Primary Arterial road.
Sidewalks - Sidewalks are located on the north side of Hwy 72.
Utilities - The subject property has access to all needed public utilities.

Comprehensive Plan: The Rolla 2050 Comprehensive Plan designates the subject property as being appropriate for Mixed-Use Innovation Center uses. The Mixed-use Innovation Center use is intended for specialized office, laboratory, education, innovation, high-tech manufacturing, research, and incubator uses to support the commercialization of Missouri S&T's educational programs. The use is intended to facilitate economic development in emerging industry sectors.

The Comprehensive Plan recommends that a new zoning district or overlay district be developed to specify the permitted land uses and development requirements. This has not yet been completed. The plan does state that if an overlay district is pursued, the underlying zoning should be either C-2, General Commercial or M, Manufacturing.

Discussion: The subject property is located in a commercial area and separated from residential properties by a railroad. C-2 zoning is supported by the Comprehensive Plan. The subject property has frontage on Hwy 72, a Primary Arterial road which connects to I-44. The property will require considerable fill and grading to be suitable for development, however, the location should make development feasible due to the commercial value.

Findings:

1. The Comprehensive Plan does designate the subject property as being appropriate for Mixed-Use Innovation Center uses, which does include the C-2, General Commercial district until a new Mixed-use Innovation Center zoning district is created.
2. The subject property is located in a predominantly commercial, separated from residential uses by a railroad.
3. The subject property has frontage on Hwy 72, a Primary Arterial roadway that connects to I-44.
4. The property was acquired by the City for construction of the Hwy 72 extension; the remaining property is no longer needed for roadway purposes.
5. C-2 zoning would allow the property to be developed for commercial uses.

Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on September 15, 2026 and voted 6-0 to recommend the City Council approve the request to rezone the subject property.

BILL # 2026-22
ORDINANCE # _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY LOCATED NEAR THE SE CORNER OF HWY 72 AND BRIDGE SCHOOL RD FROM THE R-1, SUBURBAN RESIDENTIAL DISTRICT TO THE C-2, GENERAL COMMERCIAL DISTRICT

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 Phelps County Focus 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 September 15, 2026 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its September 21, 2026 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 rezoning and by those citizens opposing said rezoning, 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 Zoning and Subdivision Regulations Ordinance No. 4762, 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-1 (Suburban Residential) to C-2 (General Commercial) Zoning described as follows:

Lot 3, Highway 72 Extension West, Rolla, Phelps County, Missouri

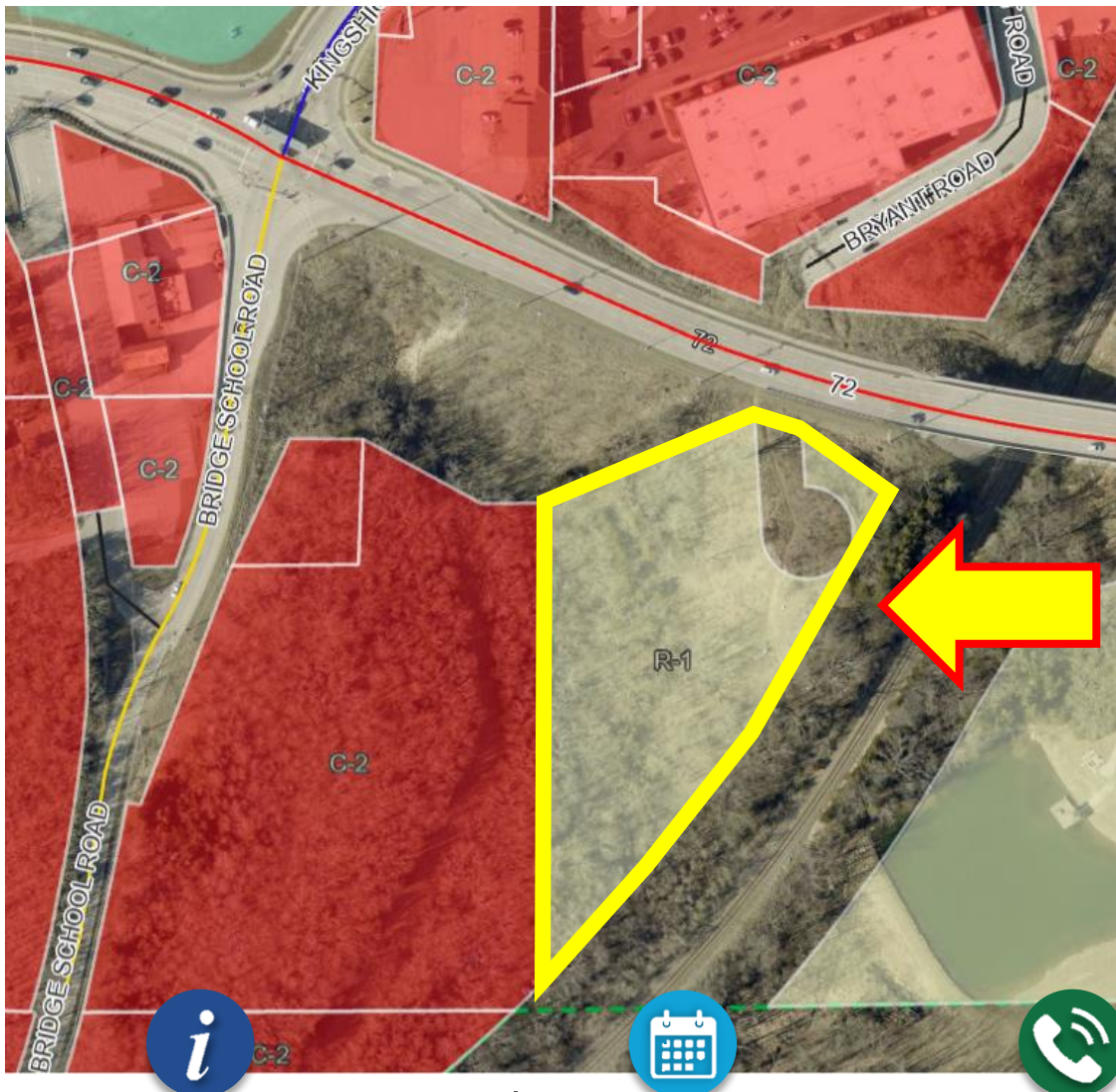
SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS
5TH DAY OF OCTOBER 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



Project Information:

Case No: ZON26-026
 Location: SE corner of Hwy 72 and Bridge School Rd
 Applicant: City of Rolla
 Request: Rezoning from R-1, Suburban Residential to C-2, General Commercial

Public Hearings:

Planning and Zoning Commission
September 15, 2026
5:30 PM
 City Hall: 1st Floor

 City Council
September 21, 2026
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



Who and What is the Planning and Zoning Commission?

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

What is a Rezoning (Map Amendment)?

A Rezoning is a request to change the zoning of a property from one zoning district to another. Usually a rezoning would allow for a property to be used differently than in the past, or may allow for development or redevelopment.

What is Zoning?

The City of Rolla has adopted zoning regulations that divide the city into separate areas that allow for specified uses of property. For example, generally only residential uses are allowed in residential zones; commercial uses in commercial zones; etc..

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting. You may learn details about the project at the meeting. You will be given an opportunity to ask questions or make comments.

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

Lot 3, Highway 72 Extension
West, Rolla, Phelps County,
Missouri





Report to:
ROLLA CITY COUNCIL

Case No.: VOR26-027

MEETING DATE: October 5, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Vacation of portions of Hwy 72 and Bryant Rd rights-of-way

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Public Notice Letter; Vacation Exhibit; Ordinance

Application and Notice:

Applicant/Owner - City of Rolla
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; [The City of Rolla](#)

Background: The subject property was acquired by the City of Rolla for the construction of the Hwy 72 extension. The Bryant Rd portion once served a residential area, however, the houses were removed for the construction of Hwy 72. The excess Hwy 72 right-of-way consists of a steep hillside, however, the property may still have development potential.

The zoning ordinance does specify that the zoning is extended whenever street rights-of-way are vacated. The vacation ordinance will clarify that the areas proposed to be vacated would be classified as C-2, General Commercial to match the adjacent property.

Property Details:

Land area - Approximately 2 acres of right-of-way to be vacated.

Public Facilities/Improvements:

Utilities - Utilities will remain in existing easements and the remaining right-of-way of Hwy 72.

Comprehensive Plan: The Comprehensive Plan does not provide guidance on street/alley/easement vacations.

Discussion: The vacation will potentially allow for development of the property. The location has commercial value due to its proximity to Hwy 72, a Primary Arterial connecting to I-44, as well as Kingshighway and Bridge School Road. Although the property does have frontage on Hwy 72, direct access to Hwy 72 will not be permitted.

Findings:

1. The rights-of-way to be vacated are not needed for access and maintenance of Hwy 72.
2. No objections to the request were received by any utility companies.

Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on September 15, 2026 and voted 6-0 to recommend the City Council approve the request to vacate the subject rights-of-way.

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF HWY 72
AND BRYANT RD GENERALLY LOCATED NEAR THE SE CORNER OF HWY
72

WHEREAS, a public notice was duly published in the Phelps County Focus 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 September 15, 2026 and recommended the City Council approve the request; and

WHEREAS, the Rolla City Council, during its September 21, 2026 meeting, conducted a public hearing concerning the request and 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 request and by those citizens opposing said request, the City Council found the proposed request 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: The general location of the rights-of-way to be vacated is shown on the attached exhibit.

SECTION 2: The said rights-of-way to be vacated are more particularly described as follows:

Bryant Rd: A fractional part of Bryant Road right of way created by virtue of REVISED PARK PLAZA, Rolla, Missouri more particularly described as follows: Commencing at the Northwest Corner of Lot 3 of HIGHWAY 72 EXTENSION WEST, Rolla, Missouri; thence North 67°17'40" East, 244.03 feet along the southerly right of way of Missouri Highway 72 to its intersection with the westerly right of way of the aforesaid Bryant Road, the true point of beginning of the hereinafter described portion of right of way: Thence South 73°21'10" East, 53.53 feet along the aforesaid southerly right of way of Missouri Highway 72 to its intersection with the easterly right of way of the aforesaid Bryant Road; thence South 4°21'40" East, 59.23 feet along said easterly right of way to an offset cul de sac with a radius of 50.00 feet; thence clockwise around said cul de sac an arc length of 235.12 feet to the aforesaid westerly right of way of Bryant Road;

thence North 3°53'00" West, 127.87 feet, and, North 3°38'00" West, 1.91 feet along said westerly right of way to the true point of beginning. Per plat of survey J 6987, dated August 24, 2026, by CM Archer Group, P.C.

Hwy 72: A fractional part of HIGHWAY 72 EXTENSION WEST, and, a fractional part of vacated Missouri Highway 72 West, and, a fractional part of vacated Bryant Road, Rolla, Phelps County, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 103 of RAILROAD ADDITION, Rolla, Missouri; thence South 0°03'00" East, 120.05 feet along the East line of said Lot 103 to the northwest corner of Lot 3 of the aforesaid HIGHWAY 72 EXTENSION WEST, the true point of beginning of the hereinafter described tract: Thence North 67°17'40" East, 244.03 feet along the northerly line of said Lot 3; thence North 71°52'40" West, 49.83 feet; thence westerly, 125.20 feet along the arc of a curve, concave northerly with a radius of 1170.06 feet, the chord of which is North 68°48'50" West, 125.14 feet; thence North 65°44'50" West, 70.10 feet; thence westerly, 52.69 feet along the arc of a curve, concave southerly with a radius of 1047.10 feet, the chord of which is North 67°11'20" West, 52.69 feet; thence North 68°37'50" West, 77.12 feet; thence South 89°30'50" West, 142.06 feet; thence South 5°19'40" West, 164.00 feet to the southerly right of way of Missouri Highway 72 West; thence North 89°56'50" East, 79.64 feet, and, South 61°57'30" East, 146.57 feet, and, North 89°08'00" East, 71.50 feet, all along said southerly right of way to the true point of beginning. Per plat of survey J 6987, dated August 24, 2026, by CM Archer Group, P.C.

SECTION 3: Pursuant to Section 42-105 of the Rolla City Codes, the C-2, General Commercial zoning shall be automatically extended to include the vacated areas.

SECTION 4: This Ordinance 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 OF THE CITY OF ROLLA, MISSOURI, ON THIS 5TH DAY OF OCTOBER 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

A Lot Consolidation, Being all of Lot 3, HIGHWAY 72 EXTENSION WEST, and, Part of Vacated Missouri Highway 72 West, and, Part of Vacated Bryant Road Rolla, Phelps County, Missouri.

WHEREAS, the City of Rolla, being the sole owner of all of the property shown on this plat now desires to subdivide the land as shown on this plat, said subdivision to be named "HIGHWAY 72 EXTENSION WEST PLAT 2"; and

NOW, THEREFORE, the City of Rolla, does hereby dedicate to public use forever all easements shown upon this plat.

Dedicator does further grant to all political subdivisions and public and franchised utility companies providing utility services to the land described on this plat the right to install and maintain electrical, water, telephone, cable television, sanitary sewer, storm sewer, gas and fiber optic lines within and along those places which are designated as utility easements on this plat.

Attest: _____
Lorri Powell
City Clerk

On this _____ day of _____, 2026 before me appeared Lister B. Florence Jr., being the Mayor of the City of Rolla, Missouri, to me personally known, who, being by me duly sworn did say: That they are the Mayor of the City of Rolla, Missouri, and that said instrument was signed and sealed in behalf of the City of Rolla by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of the City of Rolla, Missouri.

NOTARY PUBLIC

Approved subject to construction of improvements in accordance with development plans on file with the City of Rolla. This plat meets current subdivision codes of the City of Rolla.

PLANNING & ZONING APPROVAL

Russell Schmidt
Chairman, Planning and Zoning Commission

This is to acknowledge that the City Council of the City of Rolla, Missouri has, by ordinance duly adopted, approved this plat and has authorized the same to be filed for record in the Office of the Recorder of Deeds, Phelps County, Missouri.

All of Lot 3 of HIGHWAY 72 EXTENSION WEST, and, a fractional part of vacated Missouri Highway 72 West, and, a fractional part of vacated Bryant Road, Rolla, Phelps County, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 103 of RAILROAD ADDITION, Rolla, Missouri; thence South 0°30'00" East, 120.05 feet along the East line of said Lot 103 to the true point of beginning of the hereinafter described tract: Thence continuing South 0°30'00" East, 88.24 feet, and, South 0°25'00" East, 430.84 feet, all along said East line to the westerly right of way of the MISSOURI RAILROAD; thence North 88°16'45" West, 1.69 feet, along the westerly right of way with a radius of 1810.00 feet, the chord of which is North 38°48'00" East, 500.05 feet, and, North 28°49'40" East, 150.14 feet, all along said westerly right of way to its intersection with the southerly right of way of Missouri Highway 72 West; thence North 55°26'30" West, 116.04 feet, and, North 73°21'10" West, 53.53 feet, all along said southerly right of way; thence North 71°52'40" West, 49.83 feet; thence westerly, 125.20 feet along the arc of a curve, concave northerly with a radius of 1170.06 feet, the chord of which is North 68°48'50" West, 125.14 feet; thence North 65°44'50" West, 70.10 feet; thence westerly, 52.69 feet along the arc of a curve, concave southerly with a radius of 1047.10 feet, the chord of which is North 67°11'20" West, 52.69 feet; thence North 67°11'20" West, 77.12 feet; thence North 65°44'50" West, 125.14 feet; thence South 5°19'40" West, 164.00 feet, along the southerly line of a vacated portion of Missouri Highway 72 West; thence North 89°56'50" East, 79.64 feet, and, South 61°57'30" East, 146.57 feet, and, North 89°08'00" East, 71.50 feet, all along said southerly line to the true point of beginning. Above described tract contains 4.49 acres, more or less, per plat of survey J-6887, dated August 24, 2026, by CM Archer Group, P.C.

A fractional part of Bryant Road right of way created by virtue of REVISED PARK PLAZA, Rolla, Missouri more particularly described as follows: Commencing at the Northwest Corner of Lot 3 of HIGHWAY 72 EXTENSION WEST, Rolla, Missouri; thence North 67°17'40" East, 244.03 feet along the southerly right of way of Missouri Highway 72 to its intersection with the westerly right of way of the aforesaid Bryant Road, the true point of beginning of the hereinafter described portion of right of way: Thence South 73°21'10" East, 53.53 feet along the aforesaid southerly right of way of Missouri Highway 72 to its intersection with the westerly right of way of the aforesaid Bryant Road; thence South 42°42'40" East, 59.23 feet along said easterly right of way to an offset cul de sac with a radius of 50.00 feet; thence clockwise around said cul de sac an arc length of 235.12 feet to the aforesaid westerly right of way of Bryant Road; thence North 3°53'00" West, 127.87 feet, and, North 3°38'00" West, 1.91 feet along said westerly right of way to the true point of beginning. Per plat of survey J-6987, dated August 24, 2026, by CM Archer Group, P.C.

A fractional part of HIGHWAY 72 EXTENSION WEST, and, a fractional part of vacated Missouri Highway 72 West, and, a fractional part of vacated Bryant Road, Rolla, Phelps County, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 103 of RAILROAD ADDITION, Rolla, Missouri; thence South 0°03'00" East, 120.05 feet along the East line of said Lot 103 to the northwest corner of Lot 3 of the aforesaid HIGHWAY 72 EXTENSION WEST, the true point of beginning of the hereinafter described tract: Thence North 67°17'40" East, 244.03 feet along the northerly line of said Lot 3; thence North 71°52'40" West, 49.83 feet; thence westerly, 125.20 feet along the arc of a curve, concave northerly with a radius of 1170.06 feet, the chord of which is North 67°11'20" West, 125.20 feet; thence South 68°37'50" West, 77.12 feet; thence South 89°30'50" West, 142.06 feet; thence South 51°19'40" West, 164.00 feet to the southerly right of way of Missouri Highway 72 West; thence North 89°56'50" East, 79.64 feet, and, South 61°57'30" East, 146.57 feet, and, North 89°08'00" East, 71.50 feet, all along said southerly right of way to the true point of beginning. Per plat of survey J-6387, dated August 24, 2026, by CM Archer Group, P.C.

I hereby certify that all property taxes levied by the County of Phelps and the City of Rolla against the real estate described on this plat have been paid in full for 2025 and all prior years.

RECORDER'S CERTIFICATE

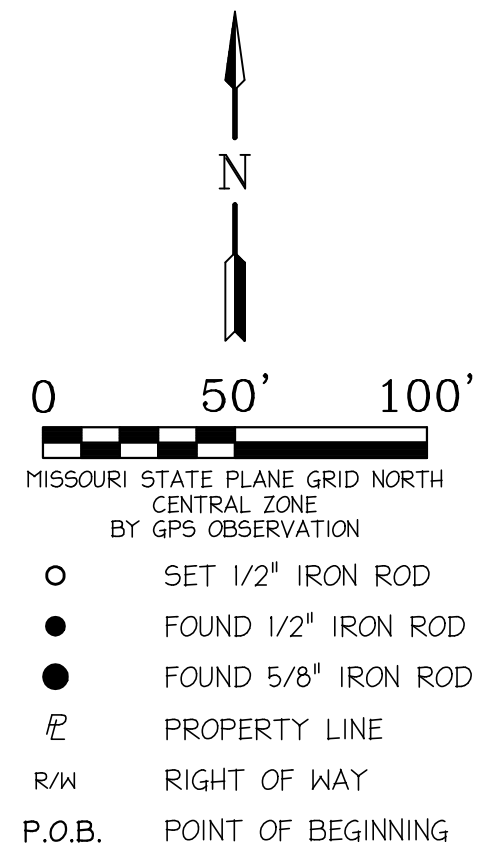
This plat was filed for record in my office on this ____ day of _____, 2026. Plat filed at Cabinet _____, Number _____.

Robin Kordes Recorder of Deeds Phelps County, Missouri	Date
---	-------------

1. **PROJECT LOCATION:** This subdivision is located at the western end of the Missouri Highway 72 West Extension, at the intersection of Missouri Highway 72 West, Kingshighway and Bridge School Road. This subdivision includes all of Lot 3 of HIGHWAY 72 EXTENSION WEST, and, all of the vacated portions of Missouri Highway 72 West and Bryant Drive as described at Ordinance No. _____. (For the record plat of HIGHWAY 72 EXTENSION WEST, refer to Phelps County Survey Records Plat Cabinet C, Slide 343.)

2. **LOT SCHEME:** There is 1 new, consolidated lot to be created from Lot 3 and the vacated portions of right of way as described above.
3. **ZONING INFORMATION:** The lands within this development are currently zoned R-1, Suburban Residential District. Following are the setback requirements for R-3 Districts:

- Front yard: 20 feet
- Side yard: 5 feet
- Side yard - Corner lot: 10 feet
- Rear yard: 10 feet



<i>No.</i>	<i>Bearing/ Radius</i>	<i>Distance/ Arc</i>	<i>Chord</i>
1	N68°37'50"W	77.12'	
2	1047.10'	52.68'	N67°11'20"W, 52.69'
3	N65°44'50"W	70.10'	
4	1170.06'	125.20'	N68°48'50"W, 125.14'
5	N71°52'40"W	49.83'	
6	N73°21'10"E	53.53'	
7	S42°14'0"E	59.23'	
8	50.00'	235.12'	S41°33'00"W, 71.06'
9	N35°53'10"W	125.96'	
10	N3°38'00"W	1.91'	

DETAIL
NOT TO SCALE



	CM Archer Group, P.C. dba:	310 East 6th Street Rolla, Missouri 65401 Phone: 573-364-6362 Fax: 573-364-4782 www.archer-elgin.com
	ARCHER-ELGIN	
	ENGINEERING SURVEYING ARCHITECTURE	
	Corporate Authority: CM Archer Group, P.C. E: 2063232812-1 S: 2064017577-D, A-2018011719	



Project Information:

Case No: VOR26-027
 Location: SE corner of Hwy 72 and Bridge School Rd
 Applicant: City of Rolla
 Request:
 Vacation of a portion of the right-of-way of Hwy 72 and Bryant Rd and certain utility easement



Public Hearings:

Planning Commission
September 15, 2026
5:30 PM
 City Hall: 1st Floor
 City Council
September 21, 2026
6:30 PM
 City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.gov

(573) 426-6974
 901 North Elm Street
 City Hall: 2nd Floor
 8:00 – 5:00 P.M.
 Monday - Friday

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What is a Vacation?

A vacation is an application to vacate (or remove) all or a portion of a right-of-way adjacent to a property or an easement on a property. The right-of-way or easement must be found to no longer serve any current or future purpose.

What is a Right-of-Way?

In the context of a vacation application, a right-of-way refers to the area which has been dedicated to the City – usually for a public street. An easement is a portion of land that has granted the City the right to use a private property for some public purpose – usually for utilities, drainage, or access.

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting to learn details about the project. You will be given an opportunity to ask questions or make comments regarding the case.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

Bryant Rd: A fractional part of Bryant Road right of way created by virtue of REVISED PARK PLAZA, Rolla, Missouri more particularly described as follows: Commencing at the Northwest Corner of Lot 3 of HIGHWAY 72 EXTENSION WEST, Rolla, Missouri; thence North 67°17'40" East, 244.03 feet along the southerly right of way of Missouri Highway 72 to its intersection with the westerly right of way of the aforesaid Bryant Road, the true point of beginning of the hereinafter described portion of right of way: Thence South 73°21'10" East, 53.53 feet along the aforesaid southerly right of way of Missouri Highway 72 to its intersection with the easterly right of way of the aforesaid Bryant Road; thence South 4°21'40" East, 59.23 feet along said easterly right of way to an offset cul de sac with a radius of 50.00 feet; thence clockwise around said cul de sac an arc length of 235.12 feet to the aforesaid westerly right of way of Bryant Road; thence North 3°53'00" West, 127.87 feet, and, North 3°38'00" West, 1.91 feet along said westerly right of way to the true point of beginning. Per plat of survey J 6987, dated August 24, 2026, by CM Archer Group, P.C.

Hwy 72: A fractional part of HIGHWAY 72 EXTENSION WEST, and, a fractional part of vacated Missouri Highway 72 West, and, a fractional part of vacated Bryant Road, Rolla, Phelps County, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 103 of RAILROAD ADDITION, Rolla, Missouri; thence South 0°03'00" East, 120.05 feet along the East line of said Lot 103 to the northwest corner of Lot 3 of the aforesaid HIGHWAY 72 EXTENSION WEST, the true point of beginning of the hereinafter described tract: Thence North 67°17'40" East, 244.03 feet along the northerly line of said Lot 3; thence North 71°52'40" West, 49.83 feet; thence westerly, 125.20 feet along the arc of a curve, concave northerly with a radius of 1170.06 feet, the chord of which is North 68°48'50" West, 125.14 feet; thence North 65°44'50" West, 70.10 feet; thence westerly, 52.69 feet along the arc of a curve, concave southerly with a radius of 1047.10 feet, the chord of which is North 67°11'20" West, 52.69 feet; thence North 68°37'50" West, 77.12 feet; thence South 89°30'50" West, 142.06 feet; thence South 5°19'40" West, 164.00 feet to the southerly right of way of Missouri Highway 72 West; thence North 89°56'50" East, 79.64 feet, and, South 61°57'30" East, 146.57 feet, and, North 89°08'00" East, 71.50 feet, all along said southerly right of way to the true point of beginning. Per plat of survey J 6987, dated August 24, 2026, by CM Archer Group, P.C.





CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: No Parking on Thomas Drive

PREPARED BY: Darin Pryor

ATTACHMENTS: Map/Ordinance

(CASE/PROJECT #)

MEETING DATE: October 5th, 2026

Overview: City staff received a request to review the parking on Thomas Drive. The last 38 feet of Thomas Drive is not wide enough to allow parking.

Background information:

Fiscal considerations: \$500 for signs.

Recommendation:

Staff is requesting the final reading of an ordinance restricting parking on both sides of Thomas Drive from the City Limits to a point 38 feet North of the City Limits.

BILL # 2026-24
ORDINANCE # _____

AN ORDINANCE AMENDING SECTION 27-381 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY RELATING TO PARKING.

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

Section 1: That Section 27-381 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following in alphabetical order:

Sec. 27-381 Parking Prohibited – On certain streets or parts of streets.

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

Thomas Drive, on both sides, from City Limits to a point 38 feet North of the City Limits.

Section 2: That this ordinance 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 5th DAY OF OCTOBER, 2026.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



ROLLA STREET

ROBYN LEANN DRIVE

CHELSEA LANE

TRACI DAWN DRIVE

DANA RENEE DRIVE

THOMAS DRIVE

LITTLE OAKS ROAD

NO
PARKING



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Resolution

SUBJECT: Adoption of Governing Body Rules and Procedures

PREPARED BY: City Administrator Keith Riesberg & City Clerk Lorri Powell

ATTACHMENTS: Proposed manual, Resolution 1670 adopting guidelines in August of 2008

(CASE/PROJECT) NA

MEETING DATE: September 21, 2026

Overview: At the strategic planning meeting held earlier this year, the Mayor & City Council discussed adopting updated Governing Body Rules & Procedures for the City of Rolla. The current rules and procedures were adopted in 2008 and do not address current issues such as virtual participation in meetings. This document outlines updated policies, meeting procedures, and conduct expectations for elected officials, ensuring transparency, accountability, and effective governance. A draft of the Governing Body Rules & Procedures has been presented to Council for review and edits. The proposed resolution adopts the new Governing Body Rules and Procedures for the City of Rolla.

Background: In 2008 the City Council adopted Resolution 1670 which provided guidelines for Council Conduct. In August of 2023, a motion was made to amend the Resolution to include all elected officials, instead of the previous version which was aimed at City Council only. This failed with only 2 Ayes and 10 Nays.

The proposed Governing Body Rules and Procedures are essential because the previous version was vague, outdated, and did not address many modern-day issues that the City of Rolla now faces. The updated document provides clearer expectations for council attendance, decorum, public participation, meeting procedures, and the use of contemporary tools such as virtual participation. These areas were not adequately covered in the 2008 guidelines. The proposed Rules & Procedures strengthen transparency, improve consistency in governance each year, and ensure the City's processes align modern municipal practices, enabling the council to operate more effectively and responsibly. Once finalized, this would be reviewed and adopted each year by the newly seated Council.

The draft version of this was brought before Council for discussion in August. Any changes requested at that time are reflected in this version.

Fiscal considerations: NA

Recommendation: Staff recommends approving the resolution to adopt the Governing Body Rules and Procedures.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI,
ADOPTING THE GOVERNING BODY RULES OF PROCEDURE.

WHEREAS, the Mayor and City Council recognize the importance of adopting clear and consistent rules that guide the conduct, deliberation, and decision-making of the Governing Body; and

WHEREAS, the Governing Body Rules of Procedure establish expectations for attendance, meeting conduct, debate procedures, agendas, voting, interactions with staff and the public, and other standards necessary for the efficient and transparent operation of City government; and

WHEREAS, the City Council has reviewed the proposed Governing Body Rules of Procedure and finds that their adoption is in the best interests of the City of Rolla and its citizens; and

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

Section 1: The City Council hereby adopts the Governing Body Rules of Procedure, attached hereto as “Exhibit A” and incorporated herein by reference.

Section 2: 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 5TH DAY OF OCTOBER 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

EXHIBIT A
RULES OF PROCEDURE

CITY OF ROLLA GOVERNING BODY

Adopted: Resolution No. Date:

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FINAL DRAFT

POLICY STATEMENT

The Mayor and City Council of the City of Rolla, Missouri acknowledge that elected officials have a duty to actively participate in the governance process by engaging in meetings, deliberations, and decision-making activities relevant to their office. This includes attending scheduled meetings, reviewing materials in advance, asking informed questions, and contributing thoughtfully to discussions. Elected officials are expected to represent the interests of their constituents, communicate regularly with the public, and remain accessible and responsive to community concerns. Their participation should reflect a commitment to transparency, accountability, and the effective functioning of community they serve.

To that end, these Rules and Procedures are adopted by the City Council of the City of Rolla to guide the conduct, deliberation, and decision-making processes of the Mayor and City Council.

Note: Any reference to a specific city code or state statute could change upon the adoption of new or amended code or statutes.

1. GOVERNING BODY

1.1 COMPOSITION

The Mayor and City Council of the City of Rolla, Missouri collectively serve as the elected officials of the governing body of the City pursuant to Chapter 77 of the Revised Statutes of Missouri. The City Council shall consist of twelve (12) members, two (2) from each Ward. The Mayor and City Council shall be elected or appointed as provided by law, and possessing all of the qualifications as provided for by law.

For the purpose of this document, when referring to the Mayor and City Council collectively, they will be referred to as “Officials” or “Governing Body” When referring to members of the City Council individually, they will be referred to as “Councilmembers.”

1.2 EXPECTATIONS OF ATTENDANCE AT MEETINGS AND WORKSHOPS

It is expected that all members of the Governing Body will attend all regularly scheduled meetings and workshops in person. The Governing Body recognizes that to accommodate varying schedules, work and personal commitments, occasional attendance at a meeting through virtual participation may be warranted. As such, the Governing Body considers attendance to include participation via telephone, video conferencing and other modern means to meet the standards established in state statutes and City Code for participation in a meeting. In the event that a Councilmember is unable to attend, contact should be made to both the City Clerk and the City Administrator; email is sufficient.

2. MEETINGS, GENERALLY

2.1 THE PRESIDING OFFICER

The Mayor is the Presiding Officer and shall preside over all meetings of the City Council.

At the first regular meeting of the City Council after the election in each year, the council shall elect one (1) of its members as Mayor pro tempore, who shall hold their office for a term of one (1) year and who, in the absence of the Mayor, shall preside at the meetings of the council. If neither Mayor nor Mayor pro tempore can be present, the council may select one (1) of its members present to preside at such meetings, who shall be appointed as "acting Mayor pro tempore."

The Presiding Officer shall preside over and preserve strict order and decorum at all meetings of the City Council. City Code Section 2-5.1 further lists acceptable duties.

2.2 DECORUM

By Councilmembers

During all meetings, all Councilmembers must preserve order and decorum, and shall not delay or interrupt the proceedings, nor disturb any Councilmembers while speaking, or refuse to obey the orders of the Presiding Officer, except as otherwise herein provided.

Positive Leadership

The City Council recognizes that it is essential to remain positive in working together as a team and will strive to:

- Strive to see the good in others.
- Look for, recognize, and promote the positive contributions of each Councilmember.
- Refrain from speaking negatively about the character of other Councilmembers.
- Seek ways to turn obstacles into opportunities.
- Maintain a sense of optimism and humor in working together.
- Strive toward increasingly high levels of professionalism in dealing with one another.

2.3 RULES OF DEBATE

Procedure

Robert's Rules of Order, Revised, will be observed and shall govern in all instances of procedure, unless modified by these Rules, in the event a question should arise.

Getting the Floor

Every Councilmember desiring to speak shall address the Presiding Officer and upon recognition shall be confined to the question under debate. In any discussion, each member has the right to speak twice on the agenda item on the same day (except on approval by council), but cannot make a second speech on the same agenda item as long as any member who has not spoken on that item desires the floor. No one can speak longer than ten minutes at a time without permission of the council.

How a Councilmember Gets the Floor

1. A Councilmember raises their hand or otherwise signals the presiding officer.
2. The presiding officer recognizes them by saying their name or acknowledging them.
3. Once recognized, the councilmember "has the floor" and may speak.

Interruptions

A Councilmember, once recognized, shall not be interrupted when speaking unless to be called to order by the Presiding Officer, or as hereinafter provided. If a Councilmember, while speaking, be called to order, the Councilmember shall cease speaking until the question of order be determined and if in order, shall be permitted to proceed.

2.4 AGENDA

An agenda is to be prepared by the City Clerk in a manner reasonably calculated to advise the public of the matters to be discussed at all meetings of the Governing Body. Reports, communications, ordinances, resolutions, contract documents, or other matters on the agenda are to be posted pursuant to the Sunshine Law and distributed by the City Clerk or their designee to the Governing Body.

A Councilmember may request that a specific item be placed on the agenda for consideration. After consultation with the City Administrator, the item will be listed under "Mayor and Council Comments." The presenting Councilmember will then have the opportunity to explain the purpose and need for the item. It will be up to the consensus of the Council to determine whether the item should advance to "New Business" on a future agenda.

Council meeting agendas will be open and publicized. Surprises at meetings from Councilmembers or staff are unwelcome and counterproductive. Information upon which decisions are to be made must be communicated to all Councilmembers equally and prior to decision making meetings and in sufficient time for free discussion.

2.5 MOTION TO RECONSIDER

A motion to reconsider any action of the Governing Body (except for the approval of ordinances), may be made on the same day the original vote took place or on the day of the next Regular or Special Meeting. The motion for reconsideration must be made by a Councilmember of the prevailing side and approved by a majority of the City Council on a roll call vote. The "prevailing side" refers to the side (yes or no) that received the majority of votes on a motion of action.

Ordinances that have been approved may be reconsidered only at the Regular or Special Meeting at which they are initially approved. After the close of the meeting at which the ordinance is approved, it shall be necessary to amend or repeal said ordinance with a new ordinance.

2.6 PUBLIC MEETING LAW ADOPTED

The Governing Body hereby adopts RSMo §610.010 through §610.120, as revised, known as the Sunshine Law. When there is a conflict between State Statutes and the City's Code of Laws, the more restrictive provisions shall govern.

3. TYPES OF MEETINGS

3.1 REGULAR MEETINGS

Time and Date of Meetings

The City Council will hold regular meetings on the first and third Monday of each month at 6:30 p.m. If Monday is an observed holiday, that meeting will be moved to Tuesday. Meetings should conclude by 10:00 p.m. If council wants to go past that time, a motion must be made and approved by a majority vote through roll call. If needed, the meeting can also be continued to another date and time with a motion and majority vote.

Location of Meetings

All Regular Meetings shall be held in the Council Chambers of City Hall, 901 North Elm Street, Rolla, Missouri, unless otherwise specified with proper notice.

Cancellation

In the event the business of the Governing Body does not require immediate attention, the Mayor may cancel a Regular Meeting, but in no instance shall more than one (1) Regular Meeting be cancelled in any month.

Rescheduling

Regular Meetings may be rescheduled by the Mayor provided that rescheduling occurs at least two weeks prior, unless there are extenuating circumstances. Examples of such instances would be when it is known in advance that a quorum will not be present, or in which there is an apparent conflict with another meeting, holiday, inclement weather, conferences or an event of significance to the community. An adjourned meeting is a continuation of a regular or special meeting. The meeting continues at the point where it was interrupted when the first meeting adjourned.

Informal Meetings of the Governing Body

An Informal Meeting is a meeting in which at least seven (7) or more Officials are present (making a quorum) to discuss, decide, or formulate public business or policy outside of a scheduled meeting and without proper notice pursuant to the Sunshine Law. **Informal Meetings are prohibited.** Informal gatherings of Officials for ministerial or social purposes shall not constitute an informal meeting.

A public meeting may also include a series of meetings (in person, telephone, virtual meetings, group texts, and email chains), each involving fewer than a quorum of the members, but collectively involving a quorum of the public body, where the body's members deliberately attempt to discuss public business while evading the Sunshine Law. This is **prohibited** per Missouri Sunshine Law.

3.2 WORK SESSIONS

A work session is an informal meeting of the Governing Body and will typically be held on the second Monday of the month. The meeting follows an agenda, but its purpose is to provide an opportunity for in-depth review and analysis of complex issues prior to their consideration in a regular or special meeting. Even though a quorum is present, No formal action is taken except in

rare circumstances or items critical to city functions. (example: passage of tax setting) No formal action is typically taken in a work session; rather it is designed to obtain additional information. Review of a complex municipal budget might be a subject for several work sessions.

Public Discussion at Work Sessions

Public input into agenda items at Work Sessions is subject to the approval of the Presiding Officer. The Presiding Officer may limit the time for public input to expedite the discussion on the agenda items.

Conduct at Work Sessions

Work Sessions shall be limited to a small number of priority topics and are intended solely for informal purposes. Their purpose is to promote a better understanding of complex issues prior to formal consideration. No formal action is taken except in rare circumstances or items critical to city functions.

3.3 SPECIAL MEETINGS

Per City Code Section 2-4: The Mayor may call for a Special Meeting. At such meetings no business shall be transacted except that which is mentioned in the calling of the posted Agenda unless 2/3 of all the members of the Council shall consent to the transaction of other business by declaring same as an emergency. (example: passage of tax setting)

3.4 CLOSED MEETINGS

The Mayor, may call for a Closed Meeting. Such call shall announce the specific reason for the Closed Meeting by reference to a specific section of RSMo §610.021. The call shall be ratified by a majority of the City Council on a roll call vote.

A closed meeting, record, or vote shall be held only to the extent necessary for the specific reason announced. The Governing Body shall not discuss any business which does not directly relate to the specific reason announced as justification for the closed meeting, record, or vote.

All closed meetings shall comply with the notice requirements of the Sunshine Law and the specific exception allowing for the closed meeting shall be referenced in said notice.

3.5 EMERGENCY MEETINGS

At the sole judgment of the Mayor (or, in their absence, the Presiding Officer), Emergency Meetings may be called when an unforeseen, urgent circumstance demands immediate action by the Governing Body. Examples of such emergencies include, but are not limited to, war; riot; terrorism; natural disasters; a pandemic or any other emergency as declared by the State of Missouri or Phelps County. All efforts shall be made to conduct Emergency Meetings in compliance with applicable provisions of the Sunshine Law and City Code and the minutes of the next Regular or Special Meeting will state the nature of the emergency and reasons for any deviation from State or City law. Per City Code Section 2-4: Any business conducted during an Emergency Meeting shall require a two-thirds (2/3) majority vote of the elected members. (example: critical incident/tornado)

3.6 VIDEO PARTICIPATION IN MEETINGS

Video Conference Defined

For purposes of this section “video conference” shall refer to a means of communication where at least one (1) Official participates in the public meeting via an electronic connection made up of three (3) components:

1. Live video so the official not physically present can be seen by others at the meeting;
2. Live audio so the official not physically present can be heard by other officials and the public attending in person; and
3. Live audio so the official not physically present can hear what other officials and public are saying during the meeting.

If at any time during a meeting, one (1) or more of the elements of a video conference becomes compromised (e.g., if any participants are unable to see, hear, or fully communicate), then the Official attending by video conference is deemed immediately absent and the absence should be reflected in the minutes. An absence of an Official not in physical attendance may compromise a quorum, in which case applicable rules regarding a loss of quorum shall take effect.

Loss of Quorum

If a quorum is lost during a meeting due to the departure or disconnection of one or more members, the meeting shall be immediately paused. No formal business, including motions, votes, or official actions, may be conducted without a quorum present. The Presiding Officer may call for a short recess to attempt to re-establish quorum. If quorum cannot be restored within a reasonable time, the meeting shall be adjourned. The loss of quorum, including the time it occurred, and any actions taken prior to that point, shall be clearly documented in the official minutes. Any discussion that continues after the loss of quorum must remain open to the public and shall not result in any decisions or directions to staff.

Frequency of Use of Video Conference Attendance.

Attendance via video conference should only occur sparingly and for good cause. For purposes of this rule, good cause must be a significant reason, such as an unavoidable absence, a family emergency or serious illness or injury of the Official (or a member of their immediate family). Officials should give the City Administrator and City Clerk as much advanced notice as possible in order to prepare for their virtual attendance. If adequate time has not been given for the City Clerk to make such arrangements, then virtual attendance may not be possible and the Official will be expected to attend in person or be absent.

Physical Location

Except in emergency situations as described in Section 3.5, the public may not participate in a public meeting of a governmental body via video conference. The public wishing to attend a public meeting shall participate in the Council Chambers of City Hall, or as otherwise provided in the public meeting notice.

Voting

Officials attending a public meeting by video conference, as defined above, are considered present

and may fully participate, including in roll call votes, just as if they were physically in the room. If any part of the video connection (video, audio to the meeting, or audio from the meeting) fails during the meeting, the Official will be considered absent immediately. If the absence causes the meeting to lose quorum, all voting must stop and the meeting must be adjourned unless the connection is restored.

Closed Meetings

In a meeting where an Official is participating via videoconferencing and the meeting goes into a closed session, all provisions of Missouri law, the City Code, and these Rules relating to closed sessions apply. An Official participating via videoconferencing must ensure there are no members of the public, including family members, present at their location to see, hear, or otherwise communicate during the closed meeting.

Minutes

In the meeting, whether in open or in closed session, the minutes taken should reflect the Official(s), if any, participating via video conference, the Officials in physical attendance, and Officials, if any, absent.

Emergency Meetings

The Governing Body as a whole may meet, and, if necessary vote, by video conference in the event of an emergency, as declared by the Mayor. To the extent possible in such emergency circumstances, reasonable efforts should be made to arrange for live broadcasting video via the City's YouTube channel for members of the public. This is contingent on the availability of the city to do so.

4. MEETING PROCEDURE

4.1 ORDER OF BUSINESS

The Agenda of the Regular and Special Meetings shall be prepared as follows:

Call to Order
Pledge of Allegiance
Consent Order – consisting of Report of Mayor & Council/Reports of Boards and commissions/City Departments (first meeting of month); Business by Resolutions; Meeting minutes; Approval of board appointments
Public Hearing
Acknowledgements and Special Presentations
Old Business
New Business
Citizen Communication
Mayor/City Council Comments
Comments for the Good of the Order
Closed Session (either at the beginning or the end, as set by Mayor)
Adjournment

4.2 CALL TO ORDER

The Presiding Officer shall take the chair at the time appointed for the meeting and shall call the Meeting to order.

4.3 ROLL CALL

Before proceeding with the business of the Governing Body, the City Clerk shall record the roll of the Officials, and the names of those present and absent shall be entered in the Minutes. This can be done verbally or by visible indication, and the results shall be recorded by the City Clerk for the minutes.

4.4 QUORUM

A quorum is made up of seven (7) City Councilmembers, regardless of any vacancies. No official action may be taken unless approved by a majority of the members present, unless a larger vote is required by ordinance. In the absence of a quorum, the Presiding Officer should call the meeting to order, announce the absence of a quorum and entertain a motion to adjourn.

4.5 READING OF MINUTES

Unless an Official requests a reading of the Minutes of a Meeting, and that request is approved by a majority of the members of the City Council, the Minutes shall be approved without a reading, provided the City Clerk has previously furnished each Official with a copy.

4.6 PUBLIC COMMENTS

Policy Statement

The purpose of Public Comments is to foster open government, encourage civic participation and ensure productive meetings. Public Comments shall be for the public to have input on any agenda item as well as any other item of community interest. The Governing Body shall take no action nor vote during Public Comments. Public comment is intended for individuals to share their views with the Governing Body. It is not a question-and-answer session or a back-and-forth conversation between the Governing Body and the commenter.

Public Hearings

Any comments intended for Public Hearings shall be spoken during those hearings and not during the Public Comments section of the agenda. The rules for Public Comments during a meeting also apply to individuals addressing the Governing Body during Public Hearings.

Procedure

Any person desiring to address the Governing Body shall first secure the permission of the Presiding Officer. Persons addressing the Governing Body during Public Comments shall stand at the public microphone, give their names and identify if they are a citizen residing in the city limits of Rolla or if they reside outside the city limits but in Phelps County. Persons are asked to

speak in an audible tone of voice for recording in the minutes and may be asked to spell or repeat themselves for accuracy. A Citizen Comment form will be available for all speakers to fill out to make the process more efficient. Citizens will fill the form out ahead of time and present to the City Clerk.

Time limits

An individual is limited to three (3) minutes and may only address the Governing Body once per meeting unless given permission by the Presiding Officer. Groups intending to speak on the same subject matter are encouraged to select a spokesperson and their total presentation time shall be limited to five (5) minutes. However, all time limits may be waived at the discretion of the Presiding Officer. Speakers may not yield or transfer their allotted time to another individual.

Decorum

By Other Persons in Attendance

Any person making personal, impertinent, or slanderous remarks, or who shall behave in a disruptive manner, may be barred from further attendance during that meeting by the Presiding Officer, unless permission to remain is granted by a super majority vote (2/3) of the Councilmembers.

Enforcement of Decorum

The Presiding Officer may designate a Sergeant-at-Arms, who shall be a member of the Police Department, and who shall carry out all orders and instructions given by the Presiding Officer, for the purpose of maintaining order and decorum at all meetings.

Video and Audio Taping of Open Meetings

The Presiding Officer may establish guidelines regarding the manner in which members of the public may conduct audio or video recording of any open meeting, as to minimize disruption to the meeting.

All remarks shall be addressed to the Governing Body and not to any individual Official thereof. No person, other than Officials and the person having the floor, shall be permitted to enter into any discussion, without the permission of the Presiding Officer. No questions shall be asked of the Officials, except through the Presiding Officer.

Any person making personal, impertinent or slanderous remarks, or who becomes boisterous while addressing the Governing Body, shall be ordered by the Presiding Officer to leave the microphone or the sound will be cut from the microphone. If the speaker refuses to relinquish the podium they shall be escorted from the podium by the Sergeant-at-Arms. If a speaker is escorted from the podium, they shall be prohibited from addressing the Governing Body in a meeting for a period of six (6) months.

Any person attending a meeting carrying a sign cannot hold the sign in a manner to be disruptive or blocking the view of anyone else attending the meeting. Signs may not be bigger than 11" x 14" and shall be contained within the seated area of the person holding such sign. Signs not being held by an individual will be removed.

4.7 CONSENT AGENDA

Items to be Included on Consent Agenda

A consent agenda is typically used for routine, non-controversial items that don't require discussion. It allows the council to approve multiple items in one motion, saving time. Consent items may include all business items except ordinances. Approval of Consent Agenda items automatically instructs the City Clerk to reflect in the minutes that the Staff recommendation has been accepted and approved.

Discussion of Items on Consent Agenda

Any Official may request that an item be removed from the Consent Agenda for discussion. Discussion on same would take place under New Business. The request does not need to be voted upon by Council. Any item removed from Consent will be moved to the last item of business under New Business.

4.8 RESOLUTIONS AND PROCLAMATIONS OF THE GOVERNING BODY

Resolutions shall be reduced to writing prior to consideration by the Governing Body and may be placed on the Consent Agenda or New Business.

4.9 ORDINANCES

Proposed Ordinance Process

1. Introduction as a Bill
 - All proposed ordinances shall first be introduced in the form of a bill.
 - Each bill will be assigned a sequential number by the City Clerk.
 - Bill numbers will begin with the year followed by the bill number (e.g., 2027-1, 2027-2, etc.). These numbers reset with each new calendar year.
 - Bills shall be numbered in the order they are introduced.
2. Introduction Requirement
 - A City Councilmember may introduce the concept of a bill during Mayor/Council Comments on the agenda to gauge Council interest.
 - If the consensus of the Council wishes to proceed, staff will proceed to follow the same process outlined here for a future agenda.
 - Bills must be introduced by the Mayor or Mayor Pro-Tempore,
3. Pre-Review Before Governing Body
 - Every bill shall be reduced to writing prior to coming before the Governing Body under "New Business".
 - If needed, the City Counselor will review the ordinance for legal compliance.
 - If the final ordinance authorizes payment of City funds, the Finance Director may certify that sufficient funds are available in the budget.
 - Any substantial proposal to edit a bill must be submitted in writing to the Governing Body at least twenty-four hours prior to the meeting.
4. Conversion to Ordinance
 - Once a bill is approved by the Governing Body, it becomes an ordinance.
 - The ordinance will be assigned a new sequential ordinance number, separate from its original bill number. Ordinance numbers do not reset each calendar year.

Readings:

All bills shall be read in full or by title two (2) times, prior to final passage; all readings may occur at a single meeting of the Governing Body by a motion to suspend the rules. If a bill is read by title only, copies of the proposed ordinance shall be posted in the lobby and made available for public inspection upon request, in the office of the City Clerk prior to the time the bill is under consideration by the Governing Body.

The style of ordinances shall be, "Be it ordained by the City Council of the City of Rolla, Missouri, as follows:"

Unless an Official requests a bill be read in full with a majority vote of Council, the procedure for consideration and adoption shall be as follows:

1. Bill Introduced: The agenda item and coordinating bill shall be introduced by the coordinating staff member.
2. First Reading: The Bill is read by title by the City Counselor. Option for discussion on the motion for the first reading of the bill is opened by the Presiding Officer.
3. Discussion
4. Vote Taken: The Clerk calls the roll. If a majority of those present vote in favor of the Bill, it is automatically advanced to the subsequent meeting. Otherwise, it shall not advance to the next reading.
5. Final Reading: The Bill is read by title by the City Counselor for a final reading. Option for discussion on the motion for the final reading of the bill is opened by the Presiding Officer.
6. Discussion
7. Vote Taken: Roll call shall be taken by the City Clerk and if the bill passes, then an ordinance number will be assigned.

Mayor's Veto Powers

All bills must be signed by the Mayor to become an ordinance. However, if the Mayor objects to the passing of an ordinance, they shall refrain from signing the bill and shall return the bill to the City Council at the next regular meeting with their objections.

The Mayor's objections shall be entered into the minutes, and the City Council must vote on the ordinance again. If two-thirds of the City Council vote in favor of the bill, it becomes an ordinance without the Mayor's signature and over the Mayor's objections.

Should the Mayor fail to sign any bill which has received seven (7) votes for it to become an ordinance, and the Mayor fails to provide their written objections, said bill will become an ordinance without their signature automatically at the next regular session.

Amendments to Bills

To be considered, any amendments to a bill made after introduction of said bill must be approved by motion and an affirmative vote of the majority of those present. The amended bill is then considered for adoption as amended. Substantial amendments to a bill should be provided in writing twenty-four hours in advance of the meeting.

Tabled or Postponed Bills

When a bill is tabled, it shall be brought back to the Governing Body in the same meeting in the same form as when it was previously considered, and shall be read by title, if it had not been read earlier in the same meeting. A bill may also be postponed to a future meeting where it shall be brought back in the same form and shall automatically appear on the agenda for that meeting. The date must be specified for the minutes.

4.10 VOTING

Recording Votes

Except as authorized by law, all votes shall be recorded. If a roll call vote is taken, each “aye,” “nay,” or any abstention shall be recorded next to the name of the individual Councilmember casting that vote. Abstentions shall be recorded as a “non-vote.” If a Councilmember is absent when the vote is taken, it shall also be recorded as a “non-vote.” All votes taken during a closed meeting shall be by roll call.

Duty to Vote

All present Councilmembers are expected to vote on all matters presented for consideration, unless a conflict of interest or other lawful basis for abstention exists.

Abstention Vote

Abstention votes shall be recorded as a “Non-vote” and the reason for abstention must be stated and included in minutes.

Should a Councilmember be absent when the vote is taken, it shall be recorded so that it is a “non- vote”.

Councilmembers should be prepared to vote on an issue when their name is called. Councilmembers are expected to vote and not “pass” on a vote. If additional information was needed to enable the Councilmember to vote, that should have been stated prior to the calling for the vote.

Required Votes for Passage and/or Adoption

Passage of resolutions and other motions shall require the affirmative vote of a majority of Councilmembers present, and the “Ayes” (pronounced “eyes”) and “Nays” shall be entered in the Minutes.

The affirmative vote of seven (7) Councilmembers, irrespective of any vacancy, shall be necessary to adopt any ordinance, except as otherwise provided by Law. The “Ayes” and “Nays” shall be recorded on the vote for final passage of every ordinance.

A bill is considered failed if it fails to receive the required number of affirmative votes at the final passage.

Mayor’s Vote

The Mayor shall not vote on any matter except in the case of a tie vote among the

Councilmembers, at which time the Mayor is authorized to cast the deciding vote.

The Mayor Pro-Tempore of the City Council, when exercising the duties of the Mayor, shall, in case of a tie vote, exercise the right to vote as a Councilman and shall also vote on behalf of the Mayor's office.

4.11 RECESS

Recess shall be called at the discretion of the Presiding Officer.

4.12 SUSPENSION OF THE RULES

Per City Code, Chapter 2, Section 7: The council may temporarily for the passage of ordinances or transaction of other business, by a vote of two-thirds (2/3) of the members present, suspend any of the rules and regulations governing it in the transaction of business; provided, that the action taken under such suspension be not in conflict with the statutes of the state concerning cities of the third class.

4.13 ADJOURNMENT

The Mayor will adjourn the meeting entirely upon conclusion of all business. In the event that the adopted agenda or order of business has not been completed, by majority vote the Governing Body may adjourn the meeting. Uncompleted items of business are listed as unfinished business, never old business-at the next meeting.

4.14 COUNCIL CONDUCT WITH CITY STAFF

Governing the City requires the cooperation of the elected officials who set policy, and City staff who implement and administer the policy. The city's organizational structure or Chain of Command should be followed and respected.

Treat City staff as professionals – Clear and honest communication that respects the abilities, dignity and experience of staff members is expected.

Chain of Command – Questions and requests of City staff should be directed to the City Administrator and/or Department Directors. Information given to a Councilmember in response to a question or request (not ward specific) will be given to all Councilmembers to ensure equal access to information.

As stated in Section 2-171 of the City Code – no member of City Council shall interfere with the conduct of any department or duties of employees subordinate to the City Administrator. The Governing Body shall deal with the administrative functions of the City through the City Administrator and any employees they may designate.

Never publicly criticize an individual employee – Councilmembers should not be critical of a City employee in public, to the employee directly, or to the employee's manager. Staff performance should be discussed with the City Administrator outside of a public meeting.

4.15 COUNCIL CONDUCT WITH OTHER SOURCES

Make no promise on behalf of the Council – Councilmembers will be asked to explain a Council action and/or for their opinion about an issue. It is appropriate to discuss City policy and to refer questions to City Staff for more information. Do not promise Council action or promise that the City will do something specific. Closed Session items are not available for discussion with the public while deemed closed.

Conduct with other public agencies –

Councilmembers should make clear that their statement;

1. reflects personal opinion; or
2. it is the official stance of the City; or
3. the statement is the majority or minority opinion of the Council.
4. Correspondence also should be equally clear about representation.

Contact with the Media

Official notification to the Media will come from the City Administrator or Mayor. If a Councilmember is approached by media for comment, choose words carefully and cautiously. Immediately notify the Mayor and City Administrator when contacted and give a summary of statements.

Conduct with Private Businesses

It is generally not within an individual Councilmember's purview to personally investigate a citizen complaint against a local business. That role typically belongs to administrative staff (e.g., City Manager, code enforcement, police, licensing, or legal), not elected officials acting on their own.

1. Form of government & role clarity
 - In most council-manager cities, the City Council sets policy and oversees through the City Administrator. Individual members do not direct staff or conduct investigations independently.
2. Due process & fairness
 - If the City has regulatory/quasi-judicial authority over the business (e.g., licensing, zoning, nuisance abatement), an individual member investigating or contacting witnesses can create bias concerns, jeopardizing the City's ability to take action later.
3. Sunshine/open meetings concerns (Missouri)
 - If multiple members start "looking into" a matter and discussing it, that can trigger open meeting requirements under Chapter 610, RSMo (Sunshine Law). Even one member gathering information should avoid creating records or commitments outside of the established process.

4. Liability & ethics

- Unilateral inquiries can be perceived as harassment or selective enforcement, expose the City to claims, or create appearance-of-impropriety issues, especially if the member has any personal or business ties.

5. What *is* appropriate for a Councilmember

- Refer the complaint to the City Administrator for intake and investigation.
- Request a staff report at a public meeting (or through proper channels) so the process is transparent and the record is clear.
- Initiate policy review: If the complaint reveals a broader gap (e.g., noise, signage, nuisance), propose a policy or ordinance update for future cases.
- Participate in formal hearings (if applicable) strictly within the quasi-judicial framework; no independent fact-gathering outside the record.

6. Appearance of using official office for personal gain

Councilmembers should avoid referencing their official title while conducting personal business. Doing so may create the appearance of seeking preferential treatment or using the influence of office for personal benefit. To protect both the member and the City, it's best to keep official titles limited to City-related matters

7. Handling of Public Concerns

When a Councilmember is contacted by a constituent with a concern, he or she will:

- Listen to the individual's concern.
- Affirm the desire to reach a satisfactory solution.
- Assure the person that their concerns will be forwarded to the proper department.
- Express appreciation to the individual for presenting the concern.
- Follow-up to determine if appropriate action has been taken or if any was needed.

5. MISCELLANEOUS

5.1 Conflict of Interest

The Mayor and members of the City Council (hereinafter "Officials") shall not place themselves in a position which may substantially conflict with their official duties or which may be a substantial influence to act other than in the best interests of the public they serve and to which they owe an undivided loyalty.

1. Disclosure and Disqualification

Any Official with a substantial personal or private interest in a matter, as defined by state law, must disclose the nature of the interest on the public record and recuse themselves from voting or participating in related discussions.

“Substantial Interest” shall be interpreted in accordance with RSMo §105.450, as amended

2. Prohibited Conduct:

By way of illustration, and not limitation, the following shall be deemed to constitute prohibited conduct by any Official:

a. Business Dealings:

Officials shall not transact City business with, or hold a substantial interest in, any business entity they are affiliated with as an officer, director, agent, partner, or member. Officials may not personally invest in or sell goods/services to businesses regulated by or doing business with the City if it creates a substantial interest.

b. Private Appearances and Transactions:

Officials shall not represent private interests before City departments or engage in private transactions with parties who have matters pending before the Governing Body. If already engaged in such a transaction, the Official must recuse themselves.

- Example Scenario: Councilmember Smith owns a landscaping company. A developer who is seeking approval for a new subdivision hires Smith’s company to do landscaping work. Because the developer’s project will come before the City Council for approval, Smith must recuse themselves from any discussion or vote on that project to avoid a conflict of interest.

c. Post-Term Restrictions:

For one (1) year following the end of their term (or longer if required by law), Officials shall not receive compensation in relation to matters they were personally involved in during their term. This does not prohibit affiliated business entities from acting independently, so long as the former Official does not benefit from the transaction.

d. Participation in Legislation:

Officials with a direct or indirect financial or other private interest in proposed legislation must publicly disclose the interest, which shall be recorded in the meeting minutes.

e. Representation Against the City:

Officials shall not represent private interests in legal actions or proceedings involving the City or its agencies.

- Example Scenario: A city official is asked by a friend to represent their business in a lawsuit against the city’s zoning department. Under this rule, the official cannot do that because it would mean advocating for a private interest in a case involving the city.

f. Gifts and Preferential Treatment:

Officials shall not accept gifts valued at \$25 or more from parties with an interest in City business. No person or business may offer such gifts to gain preferential treatment.

i. *Per Rolla Personnel Rules and Regulation 2018: Chapter 3, Section 2, (h): City employees are prohibited from accepting any/all gifts or gratuities of \$25 and over from persons doing or seeking to do business with the City. Further, all employees should discourage any person from offering such gifts and gratuities. Items in the category of advertising novelties (i.e. matches, caps, pencils, calendars) having wide distribution may be retained by the employee. Also any gift which will be made available to all or many employees may be retained upon approval by the City Administrator.*

g. Employment and Investments: Officials shall not:

- Accept employment or services incompatible with their official duties;
- Engage in or hold investments that create a substantial conflict;
- Solicit or negotiate employment with any party involved in City business or affected by their official actions.

h. City Contracts:

City officials are not allowed to sell to, buy from, or enter into contracts with the City unless the terms are the same as those offered to the general public. If this rule is violated, the contract may be canceled, unless the transaction was part of a lawful eminent domain process.

i. Confidentiality:

Officials shall not disclose or use confidential City information for personal or financial gain.

5.2 VACANCIES IN ELECTIVE OFFICE

Per RSMo 77.240 relating to a vacancy in the office of Mayor: The council may adopt procedures to fill any such vacancy consistent with this section. In the case of a temporary absence of the Mayor or disability to perform the duties of their office, the Mayor pro tempore of the council shall perform the duties of Mayor until the Mayor shall return or such disability be removed; and during the time the Mayor pro tempore of the council shall act as Mayor, the Mayor pro tempore shall receive the same compensation that the Mayor would be entitled to.

- Temporary absences such as vacation, illness, or short-term leave do not qualify for additional compensation.

Per RSMo 77.450 relating to a Councilmember vacancy: If a vacancy occurs in any elective office other than the office of Mayor, a successor to the vacant office shall be selected by appointment by the Mayor with the advice and consent of a majority of the remaining members of the council. The council may adopt procedures to fill vacancies consistent with this section. The successor shall serve until the next available regular municipal April election. If a vacancy occurs in any office not elective, the Mayor shall appoint a suitable person to discharge the duties of the same until the first regular meeting of the council thereafter, at which time the vacancy shall be permanently filled.

FINAL DRAFT

RESOLUTION NO. 1670**A RESOLUTION ADOPTING GUIDELINES OF CONDUCT FOR COUNCIL.**

WHEREAS, a copy of this Resolution has been provided for public inspection prior to consideration by the Council.

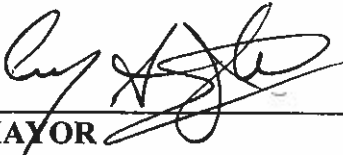
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: The Council hereby adopts "Guidelines of Conduct for the Rolla City Council" as described in Exhibit "A", which is attached hereto and made a part hereof.

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 4th DAY OF AUGUST 2008.

APPROVED:



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY COUNSELOR

1670

EXHIBIT "A"**GUIDELINES OF CONDUCT FOR THE ROLLA CITY COUNCIL****INTRODUCTION**

Excellence in performance by City Council members, employees and appointed board members is the best way to achieve our common goal of ensuring quality of life in Rolla. To be most effective, the efforts of all must be integrated. A special obligation of the City Council is to set an example of leadership, which encourages and promotes cooperation. The public expects the best communication, planning, and decision-making possible from its representatives and employees. The City Council will strive for high standards of behavior and performance, which we believe, will benefit all people in our community. We agree that adherence to the following set of principles will ensure effective guidance and operation of this Council and will accentuate a positive, open, and productive environment for all.

SECTION ONE – POSITIVE LEADERSHIP

The City Council recognizes that it is absolutely essential to remain positive in working together as a team. We shall:

- Strive to see the good in others.
- Look for, recognize, and promote the positive contributions of each Council member.
- Refrain from speaking negatively about the character of other Council members.
- Seek ways to turn obstacles into opportunities.
- Maintain a sense of optimism and humor in working together.
- Strive toward increasingly high levels of professionalism in dealing with one another.

SECTION TWO – COUNCIL COOPERATION

The City Council must work as a team to find the best ways to meet the needs of our residents. Trust and appreciation for one another, as well as a commitment to work together toward the resolution of problems, is essential. Each individual must have the freedom and opportunity to express his/her beliefs and has the responsibility to do so early in any discussion. Regular Council meetings and special work sessions should be designed to allow free and open discussion.

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SECTION TWO – COUNCIL COOPERATION (continued)

In any discussion each member has the right to speak twice on the agenda item on the same day (except on approval of Council), but cannot make a second speech on the same agenda item as long as any member who has not spoken on that item desires the floor. No one can speak longer than ten minutes at a time without permission of the Council.

SECTION THREE – RESPONSIBILITY OF CITY COUNCIL MEMBERS

Each person is accountable to the Council for his/her actions. Each Council member will keep an open and receptive mind toward the view and opinions of others. When a Council member has an idea on how the Council can work more effectively, the person is encouraged to present the idea to the Council.

SECTION FOUR – PLANNING, GOAL SETTING, AND ACCOUNTABILITY.

Council members must be committed to a comprehensive planning process leading to mutually developed goals and accountability. It is imperative that all members of the City Council participate fully in Council workshops and retreats to ensure the necessary commitment of all members to strategic planning processes.

SECTION FIVE – HUMAN RESOURCE DEVELOPMENT

The Council commits that the City will strive to hire the most qualified employees for the City staff. The Council supports specific plans, which will encourage the continued growth of all members, both in personal and professional development.

SECTION SIX – COMMUNICATIONS

Effective communication requires a high level of trust. The Council believes in open communication and the public's right to know. Open channels of communication must be maintained among all members of the Council. It is understood that information cited by statute to be discussed in closed sessions must remain confidential. Sharing of such information with unauthorized persons at any time is unacceptable.

If a public statement on any City matter is appropriate or necessary, the Council, as a whole, will agree upon a specific statement to be made by the/an official designee. While Council members, employees, and appointed board members may have their personal opinions, those personal opinions must be identified as personal opinions and not as representations of City policy.

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City government, while a critical element of a community's identity, is most effective when a spirit of mutual respect and cooperation exists with other major institutions. The effectiveness of the County, Hospital, University, Chamber, Rolla Municipal Utilities (RMU) and others entities is dependent upon the willingness of the City Council to foster consensus and unity. Council interaction with these entities should be based on sound public policy and consensus among the entire Council.

SECTION SEVEN – HANDLING OF PUBLIC CONCERNS (including City Council Meetings)

When a Council member is contacted by a constituent with a concern, he or she will:

- Listen to the individual's concern.
- Affirm the desire to reach a satisfactory solution.
- Assure the person that appropriate action will be taken.
- Express appreciation to the individual for presenting the concern.
- Follow up to determine if appropriate action has been taken.

SECTION EIGHT – COUNCIL DECISION MAKING

The Council will use the following guidelines prior to a Council decision:

- Gather pertinent facts concerning the situation.
- Receive input from persons to be affected by the decision.
- Analyze and organize collected data.
- Consider multiple solutions, including cost estimates, if necessary.
- Review any recommendation(s) from City staff or advisory committee.
- Make a collective, not a unilateral, decision, which will determine the course of action.
- Provide a plan containing an ongoing monitoring system, to implement the decision.
- Keep communications open with those having concerns about the issues.
- Acknowledge the decision and support its effective implementation.

SECTION NINE – MEETING AGENDAS

Council meeting agendas will be open and publicized. Surprises at meetings from the Council members or staff are unwelcome and counterproductive. Information upon which decisions are to be made must be communicated to all Council members equally and prior to decision-making meetings and in sufficient time for free discussion.

1670

The City of Rolla values citizen engagement and provides a structured opportunity for public comment during City Council meetings through the "Citizen Communication" segment. This process allows residents to express their viewpoints on city matters directly to the council.

Speakers will be called to approach the public microphone, identify themselves, confirm their residency status, and deliver their message within a 3-minute timeframe. To streamline proceedings, groups discussing the same topic are advised to appoint a spokesperson, who will have a total of five minutes for their presentation.

Any comments intended for Public Hearings shall be spoken during those hearings and not during the Public Comments section of the agenda.

The Presiding Officer holds the authority to extend these time limits if deemed necessary. Additionally, to facilitate record-keeping, speakers are requested to submit a speaker's card or a printed sheet with their name and address to the City Clerk. This procedure ensures a fair and organized platform for citizen interaction with city governance.

City Council Meeting Public Comments

Please note that we have a time limit of **three minutes** for verbal comments. We appreciate your understanding. Keep it concise while conveying the essential information about your time limit on the comment card.

Name: _____ Phone Number: _____

Resident: Yes_____ or No_____

Address: _____

Email Address: _____

Comment/Concern: _____

If you would like to speak, please note that you have a **three (3) minute time limit**.

If you would like to be contacted regarding your comments/concern, please leave a phone number or email address.

City Council Meeting Public Comments

Please note that we have a time limit of **three minutes** for verbal comments. We appreciate your understanding. Keep it concise while conveying the essential information about your time limit on the comment card.

Name: _____ Phone Number: _____

Resident: Yes_____ or No_____

Address: _____

Email Address: _____

Comment/Concern: _____

If you would like to speak, please note that you have a **three (3) minute time limit**.

If you would like to be contacted regarding your comments/concern, please leave a phone number or email address.



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Resolution approval

SUBJECT: Agreement with Compass Health Networks for services using opioid settlement funds

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Resolution and proposed scope of services

(CASE/PROJECT #)

MEETING DATE: October 5, 2026

Overview: The proposed resolution authorizes the Mayor to execute an agreement with Compass Health Networks for the provision of substance use prevention strategies targeting middle and high school youth in Rolla. These services would be paid for by the City using opioid settlement funds that are received through the State. In 2025 the City engaged Prevention Consultants of Missouri (PCM) to provide these service with the intent of using opioid funds to pay for the services; however, PCM provided these services with grant funding through a different source. Because the original contract w/ PCM expired, the City wishes to approve a new contract with Compass Health Networks (the successor entity to PCM) to continue providing these services. The substance use prevention strategies will be provided to students during the 2026 – 2027 school year.

Background information: In 2021 the City of Rolla voted to participate in the Global Opioid settlement, which authorizes the City to receive funds from the various settlements negotiated by the State. These funds are to be used for various substance use prevention and response efforts. The City targeted the use of these funds for opioid/drug prevention and treatment strategies. In 2025 the City entered into an agreement with PCM to use the opioid settlement funds for a substance use prevention program targeting middle and high school students. PCM was able to use alternative funding sources for the program. Because of this, the City is proposing to enter into an agreement with Compass Health Networks as the successor entity to PCM to provide the programs again in the 2026 – 2027 school year.

Fiscal considerations: To date the City has received more than \$19,000 in opioid settlement funds. The proposal from Compass Health Networks is for \$8,400.

Recommendation: Staff recommends the adoption of the resolution as presented.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A SERVICE AGREEMENT BETWEEN THE CITY OF ROLLA AND COMPASS HEALTH NETWORK, ON THE USE OF SUB-AWARD OPIOID SETTLEMENT FUNDS.

WHEREAS on December 21, 2021, City Council voted to pass Resolution 1999 authorizing the City of Rolla to participate in the Global Opioid Settlement class action suit, as recommended by the Missouri Attorney General.

WHEREAS on December 16th, 2021, City Council approved the issuance of a Request for Proposal (RFP) seeking possible uses of award funds for the purpose of Opioid/Drug Prevention and Treatment Strategies.

WHEREAS on March 3, 2025, City Council passed a motion to award Prevention Consultants of Missouri as a sub-recipient of awarded Opioid Settlement Funds.

WHEREAS Prevention Consultants of Missouri used alternative grant funding for the delivery of services for the original agreement and now wishes to continue the delivery of these services with the use of City's Opioid Settlement Funds;

WHEREAS the City supports the continuation of these services and desires to enter into a contract with Compass Health Networks, the successor entity of Prevention Consultants of Missouri for the provision of these services.

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 is hereby authorized and directed to approve a service agreement between the City of Rolla and Compass Health Networks, 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 5TH DAY OF OCTOBER 2026.

APPROVED:

Approved: _____ Mayor, Lister B. Florence, Jr.

Attest: _____ City Clerk

Approved as to form: _____ City Counselor

**Prevention Consultants of Missouri
Amended Proposal to the City of Rolla
Opioid/Drug Prevention, Treatment and Abatement Strategies
August 2026**

History of the firm, including organization size, office location and proposed location of services provided:

Prevention Consultants of Missouri (PCM) recently became part of Compass Health Network. Both entities have been providing evidence-based substance use prevention services since 1993 as a Prevention Resource Centers through a contract with the Missouri Department of Mental Health (DMH). Compass Health Network Prevention's primary office site is at 300 North Rolla Street in Rolla, Missouri. The prevention service area includes Phelps and 36 other counties in central and western central Missouri. Compass Health Network Prevention is an active part of a statewide substance use prevention network of providers.

During the last 33 years, PCM has developed and provided ongoing support to community coalitions focused on substance use prevention. Strong collaborative relationships have been formed with school districts, healthcare providers, law enforcement agencies, and social service agencies in the eight-county service area to build and enhance local, evidence-based prevention strategies. Current rates of substance use by school-age kids in the service area and in Missouri are the lowest they have been in decades.

Agency prevention staff currently includes 29 full and part-time prevention credentialed professionals, certified educators, licensed counselors, and prevention technicians. Staff provide a variety of evidence-based education, capacity building, and technical assistance throughout the service area and state of Missouri. Compass Health Network is governed by a board of directors.

The proposed services described below will be provided for junior high and high school students within the Rolla, Missouri, community and the Rolla School District.

Description of the range of services provided relevant work experience, capabilities and expertise which qualify the firm to undertake the project:

Compass Health Network Prevention has been providing evidence-based substance use prevention programs, training, education, and other technical assistance in communities for over 33 years.

There are clear risk and protective factors that research has shown are associated with youth substance use. More than 90% of adults with substance use disorders began using an addictive substance before age 18. Reaching youth with multiple prevention messages and strategies before use is critical. The primary prevention strategies described in this proposal will work to reduce specific risk factors and build protective factors directly linked to youth substance use.

In the last four years, PCM has partnered with the Missouri Department of Health and Senior Services and the Department of Mental Health to provide prevention strategies through the Overdose Data to Action program. Strategies included a digital media campaign with original geo-fenced content, provision of two evidence-based substance use prevention curricula in service area schools, supporting the training and credentialing of new peer and recovery support specialists, and promoting safe use, safe storage, and safe disposal of unneeded, unused, and expired medication.

Prevention staff supply local health providers, pharmacies, colleges/universities and other service providers with drug disposal pouches and information to locate drug disposal boxes located throughout the service area. Over 11,000 drug disposal pouches and prescription drug safety information have been distributed by staff and community partners in the past nine years. With agency assistance, over 20 drug disposal boxes have been set up and promoted in law enforcement and pharmacy sites in the counties served.

Universal prevention programs are currently provided by the agency. Too Good for Drugs, an evidence-based, 10-session substance use prevention curriculum for kindergarten through high school students is provided in over 27 school districts through agency support. Prevention staff currently teach the program in 16 service area schools to over 7,000 students each year. This includes teaching the program in all Phelps County schools.

Mentoring Makes a Difference has been provided in partnership with the Rolla School District for the last 21 years. Up to 70 elementary through high school youth are matched one-on-one, with a volunteer adult mentor, and they meet weekly in a supervised, during or afterschool setting. Kids are referred to the program by schools, parents/grandparents/guardians, and other youth-serving organizations. Several participating students live with alternative guardians because of parental substance use disorders.

References on relevant work experience:

1. Dr. Susan Depue Bradford
Missouri Institute for Mental Health, University of Missouri St. Louis
Susan.bradford@mimh.edu

314-516-8412

2. Bonnie Prigge, Executive Director
Meramec Regional Planning Commission
bpriggie@meramecregion.org
573-265-2993
3. Laura Weakly, Grants and Risk Manager
Four Rivers Community Health Center
lweakly@fourrivers.org
573-463-8252

Individuals who would be providing services to the city, including his or her individual work experience:

Jamie Myers, M.Ed., LPC, MAPS
Executive Director, Prevention Consultants of Missouri

Jamie has provided leadership, data gathering and analysis, strategy development, implementation, and evaluation of substance use prevention programming for youth and adults for over 35 years. This includes the development of local prevention coalitions in the eight-county service area where evidence-based prevention strategies are developed from the analysis of local data and identified risk and protective factors. Strategies to specifically address prescription drug misuse, heroin, and other opioid use have been developed and implemented over the last 14 years, including town hall meetings, direct mail to parents, establishing permanent drug disposal sites, teaching Generation Rx, peer education training, media campaigns, and other community-based prevention strategies. Jamie is a licensed counselor and a Missouri Advanced Prevention Specialist.

David Chirban, M.A.
Project Coordinator, Phelps County Drug Free Communities

David has worked as the project coordinator for the Drug-Free Communities since January of 2023. He recently became the Prevention Supervisor of Coalitions and Programs for Compass Health Network Prevention. He speaks with and trains youth and young adults at schools throughout Phelps County about health, wellness, and responsible decision making. David is a youth mental health first aid instructor and is involved in the creation of peer prevention coursework that is used by schools throughout the county. In addition, David has led the Drug Free Communities Task Force that includes over 20 community representatives, representing over twelve community sectors that have worked together to build protective factors and reduce risk factors to prevent youth substance use.

Scope of Services that provides the firm's approach and method to execute the update process:

Prevention Consultants of Missouri is requesting funding support for two related substance use prevention strategies to be implemented with middle and high school youth in Rolla, Missouri.

1. Teen Leadership Committee at Rolla Junior High School:

This program includes partnering with Rolla Junior High School to continue a student leadership program to identify student concerns and challenges and develop student-led strategies that are implemented school-wide with sponsor assistance and supervision.

In the first year of the committee, during the '25/'26 school year, the students identified student vaping, bullying, and respect as the challenges they wanted to address. Prevention staff will take a selected group of approximately 25 students again this year through an analysis process to identify three concerns they have for their peers. Developing school-wide student-led strategies to address those concerns will also be supported by prevention staff. The strategies implemented by Teen Leadership Committee will have an impact on over 600 Rolla Junior High students throughout the academic year.

2. Peer-led Substance Use Prevention Education:

This Teens Teach Prevention program includes a youth-led course in which selected Rolla High School students are taught the power of leadership by professional staff and trained to present drug prevention and wellness presentations to every seventh and eighth grade student through the health classes at Rolla Junior High School. Trained high school students form teams of three or four, are provided presentation scripts and slides, and will receive continued coaching from agency staff to provide classroom presentations for their younger peers.

Presentations will be completed in classrooms each quarter and reach the approximate 600 junior high students a minimum of two times during the school year. The program's objective is to normalize drug-free behavior by demonstrating to younger students that life at the junior and high school levels can and should be lived drug free. The overlying power of these presentations is the fact that they are peer-led by students who are two to five years older and serve as very influential role models.

Proposed Budget for the work, including a schedule of fees by work task, hourly rates for project personnel, and estimated travel and incidental costs:

1. Teen Leadership Committee at Rolla Junior High School

Staff time

Coordination, scheduling, and preparation – 40 hours x \$40	= \$1600.00
Student leader direction and assistance – 32 hours x \$40	= \$1280.00
Support of school-wide activities/presentations – 16 hours x \$40	= \$640.00
Program Total	= \$3520.00

2. Peer-led Substance Use Prevention Education:

Staff time

Presentation script writing and slide creation – 40 hours x \$40	= \$1600.00
Training, follow-up coaching, coordination – 40 hours x \$40/hour	= \$1600.00
Classroom supervision and support – 24 hours x \$40	= \$960.00
Messaging materials – 600 Drug-free Bulldog bracelets 600	= \$700.00
Program total	= \$4860.00

Request Total = \$8380.00

Proposed timeline for completion of the project:

August 2026

- Schedule peer-led presentation training with local schools for the current school year
- Prepare scripts and slides for student training and for peer presentations
- Purchase Drug-Free Bulldog bracelets
- Meet with RJH administrators to plan work with Teen Leadership group
- Schedule first quarter peer education classroom presentations with RJH health teachers

September 2026

- Training of high school peer educators
- First organizational and planning session with Teen Leadership group
- Team coaching with peer educators

October 2026

- Complete first quarter peer-led presentations in RJH classrooms
- Coordinate first Teen Leadership Committee full-school activity
- Follow-up meeting and coaching with peer educators

November 2026

- Schedule second quarter peer presentations at RJH
- Continue development and strategy planning with Teen Leadership group

December 2026

- Complete second quarter peer-led presentations in Junior High classrooms
- Coordinate second Teen Leadership Committee full-school activity
- Follow-up meeting and coaching with peer presenters
- Schedule third quarter peer presentations

January 2027

- Continue development and strategy planning with Teen Leadership group
- Coaching with peer educators
- Confirm third quarter peer presentations schedule

February 2027

- Third quarter peer-led presentations in RJH classrooms
- Schedule fourth quarter peer presentations

March 2027

- Coordinate third Teen Leadership Committee full-school activity
- Fourth quarter peer-led presentations in RJH classrooms

April 2027

- Complete final activities and strategy implementation with Teen Leadership group

May 2027

- Review with peer educators

Contact:

Jamie Myers

Compass Health Network Prevention

573-368-4755

jamiemyers@compasshn.org

300 N Rolla Street, Rolla, MO 65401



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: Ordinance

PREPARED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Ordinance, redlines

(CASE/PROJECT #) N/A

MEETING DATE: October 5, 2026

Background:

In recent years, the City has received around a dozen complaints per year regarding dead or dying trees/limbs that pose a risk of falling onto neighboring properties. The current ordinance only addresses trees that are in danger of falling onto public property, such as a public right-of-way. The proposed amendment expands the City's authority to address hazardous trees that present a danger to adjacent private property as well.

The proposed revisions to the weed regulations clarify that property owners are responsible for maintaining the public right-of-way and any adjacent alleys bordering their property. This requirement existed in the ordinance prior to the 2024 update to Chapter 28 and is being put back in for clarity. Additional language has also been included to better explain why unmanaged vegetation constitutes a nuisance and potential safety hazard, as well as to further define what is considered "maintained." This clarification addresses situations where scrub brush, volunteer vegetation, or other overgrowth has been allowed to accumulate in fence lines, tree lines, or similar areas, resulting in conditions that are inconsistent with proper property maintenance.

Recommendation: Staff requests that the City Council pass an Ordinance amending Chapter 28 pertaining to sections 28-3, 28-6, 28-7.

Section 28-3. Nuisances Enumerated. [R.O. 1988 § 28-3; Ord. No. 4793, 3-18-2024]

The following things are hereby declared to be nuisances; provided, that such listing shall not be deemed exclusive:

- (x) Dead **or dying** trees, **or portions thereof**, and **/or** limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the **City**, ~~or~~ endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street, **or would endanger persons or structures on adjacent private property.**

Section 28-6. Weeds, brush or other rank vegetation

The growth of **high grass**, weeds, brush or rank vegetation shall constitute a public nuisance **and be considered a hazard to public health, safety and welfare because it may:**

- (1) Cause a fire;**
- (2) Furnish cover for prowlers;**
- (3) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;**
- (4) Obstruct visibility at street intersections;**
- (5) Aggravate allergies; or**
- (6) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.**

The following exceptions apply:

- (a) All lots or parcels or portions thereof not within one hundred (100) feet of any residence or street.**
- (b) All undeveloped lots, parcels or right-of-way owned by the City of Rolla and dedicated for park and open space use, as bird sanctuaries, riparian corridors, detention basins, or as dedicated but undeveloped public right-of-way.**
- (c) ~~(Reserved)~~ Shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops, domestic grains and cultivated and maintained plantings within a defined landscaped area**
- (d) Undeveloped future phases of subdivisions that have been cleared or "brush hogged" shall be maintained in that condition until further development occurs.**

Section 28-7. Weeds, Etc., Over Ten Inches In Height Declared Nuisance Per Se.

The growth of weeds, brush or other rank vegetation in excess of ten (10) inches in height is declared to be a public nuisance, per se, detrimental to the health, safety and welfare of the public, except as set out in Section 28-6. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated **and maintained** flowers and gardens **within a defined landscaped area.**

- (a) Maintenance of vegetation in the right-of-way.**

A property owner has an ongoing obligation to manage nuisance overgrowth on all the owner's lots or lands, including that area of the right-of-way up to the street curb, or edge of pavement where no curb is present, and any area between the lot line and the centerline of any adjacent alley.

BILL NO. 2026-25
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28, NUISANCES AND PROPERTY MAINTENANCE', OF THE CODE OF THE CITY OF ROLLA, MISSOURI, BY AMENDING SECTIONS 28-3, 28-6 AND 28-7 RELATING TO NUISANCES AND WEEDS

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

Section 1: Section 28-3 'Nuisances enumerated', subsection (x) is hereby amended to read as follows:

- (x) Dead or dying trees, or portions thereof, and/or limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the City, endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street, or would endanger persons or structures on adjacent private property.

Section 2: Section 28-6 'Weeds' is hereby amended to read as follows:

Section 28-6. Weeds, brush or other rank vegetation

The growth of high grass, weeds, brush or rank vegetation shall constitute a public nuisance and be considered a hazard to public health, safety and welfare because it may:

- (1) Cause a fire;
- (2) Furnish cover for prowlers;
- (3) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;
- (4) Obstruct visibility at street intersections;
- (5) Aggravate allergies; or
- (6) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.

The following exceptions apply:

- (a) All lots or parcels or portions thereof not within one hundred (100) feet of any residence or street.
- (b) All undeveloped lots, parcels or right-of-way owned by the City of Rolla and dedicated for park and open space use, as bird sanctuaries, riparian corridors, detention basins, or as dedicated but undeveloped public right-of-way.
- (c) Shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops, domestic grains and cultivated and intentionally maintained plantings within a defined landscaped area
- (d) Undeveloped future phases of subdivisions that have been cleared or "brush hogged" shall be maintained in that condition until further development occurs.

Section 3: Section 28-7 ‘Weeds, Etc., Over Ten Inches In Height Declared Nuisance Per Se.’ is hereby amended to read as follows:

The growth of weeds, brush or other rank vegetation in excess of ten (10) inches in height is declared to be a public nuisance, per se, detrimental to the health, safety and welfare of the public, except as set out in Section 28-6. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated and maintained flowers and gardens within a defined landscaped area.

(a) Maintenance of vegetation in the right-of-way.

A property owner has an ongoing obligation to manage nuisance overgrowth on all the owner's lots or lands, including that area of the right-of-way up to the street curb, or edge of pavement where no curb is present, and any area between the lot line and the centerline of any adjacent alley.

Section 4: That this ordinance 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 19th DAY OF OCTOBER 2026.

APPROVED: _____
Mayor, Lister B. Florence, Jr.

ATTEST: _____
City Clerk

APPROVED
AS TO FORM: _____
City Counselor



CITY COUNCIL AGENDA

DEPARTMENT: Community Development/Animal Shelter **ACTION REQUESTED:** First Reading

SUBJECT: An Ordinance Establishing the Rolla Animal Shelter Advisory Board

PREPARED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Ordinance

(CASE/PROJECT) NA

MEETING DATE: 10/5/2026

Overview:

This ordinance establishes the Rolla Animal Shelter Advisory Board, a five-member board appointed by the Mayor with the consent of the City Council. The Board will advise and counsel the City on the management, operation, policies, and programs of the Rolla Animal Shelter.

Background:

In 2014, a feasibility study was completed for a new animal shelter, which launched a capital campaign in 2016. The City broke ground on May 3, 2022, and construction has progressed as funds were raised. Community support has been vital to the success of this project, which is expected to be complete by the end of 2026.

In anticipation of the opening, an Animal Shelter Manager was hired to run the operation of the shelter, with an emphasis on keeping the community engaged. The advisory board will help ensure that continued engagement. The ordinance is modeled on the City's existing Airport Advisory Committee provisions and incorporates membership, staggered-term, vacancy, quorum, and attendance provisions used by other City Boards/Commissions.

Members serve two-year terms without compensation and may succeed themselves; the initial appointments are staggered so that not all terms expire at once. The Animal Shelter Manager, or a designee, serves as an ex officio, non-voting member. The Board's duties include advising on animal care and facility maintenance, adoption, rescue, volunteer, and outreach programs, and shelter performance, and assisting administration in monitoring any City contract relating to the operation or support of the Shelter. Funds received by the City relating to the Shelter will be deposited by the Finance Director into a dedicated revenue account established for the Shelter's support and operation.

Fiscal considerations: N/A

Recommendation: Staff recommends approval of the ordinance.

Ordinance No. _____

AN ORDINANCE ESTABLISHING THE ROLLA ANIMAL SHELTER ADVISORY BOARD; PROVIDING FOR MEMBERSHIP, TERMS OF OFFICE, VACANCIES, QUORUM AND VOTING, ATTENDANCE AND REMOVAL, DUTIES, AND RELATED MATTERS.

WHEREAS, the City of Rolla initiated a capital campaign in 2016 for the construction of a new animal shelter for the community;

WHEREAS, the Rolla community has contributed more than \$1.2 Million for the construction of this new facility;

WHEREAS, the City of Rolla wishes to continue the community support and engagement after the shelter construction is completed and becomes operational; and

WHEREAS, the creation of an Advisory Board creates opportunity for the ongoing community engagement and feedback desired for the operation of this facility.

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

SECTION 1: Establishment; Membership; Appointment of Members.

There is hereby established the Rolla Animal Shelter Advisory Board (the “Board”), consisting of five (5) members. Members of the Board shall be appointed by the Mayor, subject to the consent and ratification of the City Council. Members shall be persons possessing interest, experience, or knowledge in the areas of animal welfare, animal care, shelter operations, or related community services. The Animal Shelter Manager, or their designee, shall serve as an ex officio, non-voting member of the Board and shall assist the Board in all areas within its scope of responsibility.

SECTION 2: Term of Office; Staggered Initial Terms; Officers; Compensation.

Members of the Board shall serve two-year terms, or until their successors are appointed and confirmed, and shall be eligible to succeed themselves. Of the members first appointed upon establishment of the Board, two (2) members shall be appointed for a term of one (1) year and three (3) members shall be appointed for a term of two (2) years, so that the terms of the members are staggered. Thereafter, all appointments shall be for full two-year terms. Members shall receive no compensation for their service. At the initial meeting following appointment, the Board shall elect from its membership a Chair and Vice Chair. A Chair and Vice Chair shall be elected annually thereafter. The Chair shall preside at all meetings of the Board, and the Vice Chair shall act in the Chair’s absence or inability to act. The City shall maintain minutes and records of all Board proceedings and shall make available such records to the City Council for its review.

SECTION 3: Vacancies.

When a vacancy occurs on the Board, the Board or the Animal Shelter Manager shall notify the Mayor that a vacancy exists. In the case of a vacancy, the unexpired term shall be filled by appointment by the Mayor with the consent of the City Council.

SECTION 4: Quorum and Voting.

Only the five (5) appointed members of the Board shall cast votes. The ex officio member shall not vote and shall not be counted in determining a quorum. A quorum shall be a majority of the voting membership of the Board. The Board shall act by the affirmative vote of a majority of the voting members present at a meeting at which a quorum is present.

SECTION 5: Attendance; Removal.

Failure to support the Board through active participation at its meetings may be cause for removal. Active participation is defined as attending all scheduled meetings, with an allowance of three (3) meetings missed per year. The Chair shall contact any member who has missed three (3) scheduled meetings. At the next meeting, the Chair shall report to the Board and may recommend to the Mayor and City Council the removal of such member from the Board. A member may be removed by the Mayor with the consent of the City Council.

SECTION 6: Duties and Responsibilities.

The Board shall advise and counsel the City on all matters relating to the management, operation, policies, and programs of the Rolla Animal Shelter. These duties shall include, but not be limited to:

- (a) Advising on matters pertaining to animal care, welfare standards, and facility maintenance;
- (b) Providing guidance on adoption programs, rescue partnerships, volunteer programs, and community outreach;
- (c) Reviewing shelter performance, statistics, and operational needs and recommending improvements; and
- (d) Assisting administration in evaluating and monitoring the terms of any contract entered into by the City relating to the operation or support of the Rolla Animal Shelter.

SECTION 7: Revenue and Accounts.

All funds received by the City relating to the operation, services, or contractual arrangements of the Rolla Animal Shelter shall be deposited by the City Finance Director into the Revenue account established by the City for the support and operation of the Shelter.

SECTION 8: Scrivener's Errors.

That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

SECTION 9: Remaining Provisions.

That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 10: Effective Date.

This Ordinance 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 19TH DAY OF OCTOBER, 2026.**

Approved: _____

Mayor, Lister B. Florence, Jr.

Attest: _____

City Clerk

Approved as to form: _____

City Counselor



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Wave Internet Technologies ROW Use Agreement

PREPARED BY: Darin Pryor

ATTACHMENTS: ROW Use Agreement/Ordinance

(CASE/PROJECT #)

MEETING DATE: October 5th, 2026

Overview: City staff received an application from Wave Internet Technologies for a ROW use agreement. Staff have prepared that agreement for council's consideration. This agreement would allow Wave to install fiber optic cables in City ROW to provide internet access to citizens of Rolla.

Background information: In February 2018 city council approved an ordinance updating chapter 36 specifically dealing with users of city Right of Ways (ROW). Part of that update requires any new users of the ROW to obtain a ROW Use Agreement.

Fiscal considerations: None

Recommendation:

Staff is requesting the first reading of an approving a Right of Way Use Agreement with Wave Internet Technologies.

BILL # 2026-27
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND WAVE INTERNET TECHNOLOGIES, LLC.

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 an agreement between the City of Rolla and Wave Internet Technologies, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

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 19TH DAY OF OCTOBER 2026.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES (“Agreement”) is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, **Wave Internet Technologies LLC**, (the “Licensee”), and the City of Rolla, Missouri, a municipality of the State of Missouri (the “City”). Licensee and City may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

WHEREAS, Licensee has requested consent from the City to authorize its use of the City’s Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City’s consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way (“Rights-of-Way” or “ROW”) for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission’s duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee’s use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Chapter 36, and as may be amended (the “Code” or “ROW Code”). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **“Communications”** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user’s choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **“Communications Service”** The transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any “telecommunications service,” “enhanced service,” “information service,” or “Internet Service,” as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include “video services” as defined in § 67.2677 RSMo. The term “Communications Service” does not include the rental of conduit or physical facilities, which if proposed must be expressly and separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations, and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law including Utility Standards of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City’s Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City, Rolla Municipal Utilities (“RMU”), or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement, between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference/Notification Requirements. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. Reasonable notification shall include at least two of the following: **door hangers** (REQUIRED), newspaper posting, posting on City website, and advertising on the local radio. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized, and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing in this Agreement is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably

withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment, or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and/or privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments, and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept, and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement;

setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 36-28.i of the City Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,547,658.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit, or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction

performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW, or otherwise by Licensee's use of the ROW.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall be liable to pay the City its costs of enforcement, including reasonable attorneys' fees, enforceable by a judicial action, if so necessary.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 36-30 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall underground any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Reasonable time shall be at least 6 months. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by the Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City

or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant all, or any part, of the rights herein granted; provided that Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City), and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring, or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents, or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or

termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification Section or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request, or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

__ Wave Internet Technologies ATTN: Zachary Robinson

__ 1301 Forum Drive _____

__ Rolla, MO 65401 _____

If Notice to City:

City of Rolla, Missouri
Attn: City Administrator
901 North Elm Street
Rolla, MO 65401

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail, or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal, or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to any subsequent breach or default of the same term or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right, or condition of this Agreement constitutes a general waiver or relinquishment of the term, right, or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties (“Effective Date”). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF ROLLA, MISSOURI

Dated: _____

ATTEST:

City Clerk

Wave Internet Technologies

By: _____

(CORPORATE SEAL)

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____, 2026,
by _____, on behalf of Wave Internet Technologies. This person is personally
known to me or has produced _____ as identification.

(Signature of Notary taking Acknowledgment)

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

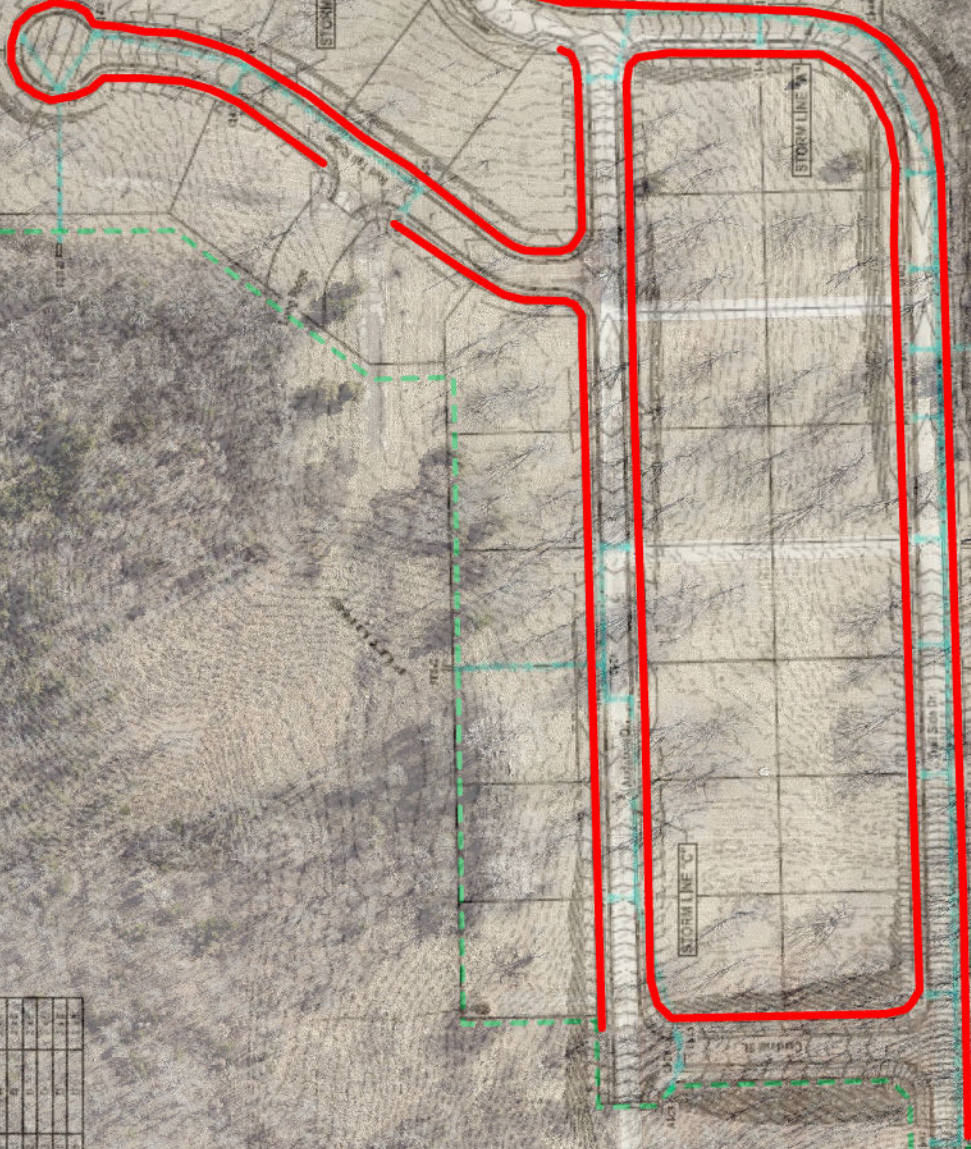
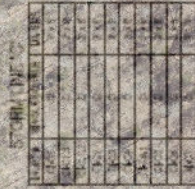
1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance, and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telephone services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by Chapter 16 of the Code of the City of Rolla, Missouri, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the Rights-of-Way permit application or otherwise to the City) shall not authorize third parties without a valid license, Rights-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.
4. Licensee acknowledges and agrees that it will have approx. 5,000 linear feet of underground, and N/A linear feet of aerial fiber Facilities installed within the City Rights-of-Way for the purposes herein as depicted on Exhibit B attached hereto and incorporated herein.
5. For purposes of clarification only, a document providing Communication Service or the means of providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided

it otherwise complies with the requirements of this Agreement and meets the following conditions:

- Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the Facilities in the ROW, whether specific Facilities or not; and
- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

EXHIBIT B

Audubon Ridge


$$z \triangleright$$

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Underground Fiber

Sources: Esri; Vantage; Airbus DS; USGS, NOAA, NASA, Google Earth Pro
Geodetic System: Rijkswaterstaat, GSA, Geoland, FEMA
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © Open



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

GPD Insurance Agency LLC

1 Stephendale Ct

P O Box 1576

Rolla

MO 65401

INSURED

Wave Internet Technologies, LLC

P.O. Box 865

Rolla

MO 65402

CONTACT NAME: Greg Doss

PHONE

(A/C, No, Ext): (573)364-0400

FAX

(A/C, No): (573)364-5228

E-MAIL

ADDRESS: greg@gpdrolla.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto- Owners Insurance

INSURER B: Travelers

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			75126095-26	03/20/2026	03/20/2027	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY			5184152001	06/30/2026	06/30/2027	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB			51-126095-00	09/18/2026	09/18/2027	EACH OCCURRENCE
	☐ EXCESS LIAB						AGGREGATE
	☐ DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A445788326	05/04/2026	05/04/2027	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Rolla

901 n Elm Street

Rolla

MO 65401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Fax:

Email:

ACORD 25 (2016/03)

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CITY COUNCIL AGENDA

DEPARTMENT: Police

ACTION REQUESTED: Motion

SUBJECT: Panasonic Toughbook mobile computers

PREPARED BY: Chief William Loughridge

ATTACHMENTS: Quote and Addendum

(CASE/PROJECT #) N/A

MEETING DATE: October 5, 2026

Overview:

City staff is requesting a motion to authorize the purchase of 15 Panasonic Toughbook FZ-G2 mobile computers and related equipment from Turn-Key Mobile, Inc. for \$69,045. The purchase will be made utilizing NASPO ValuePoint Master Agreement 23019 and the State of Missouri Participating Addendum.

Background Information:

The Police Department currently utilizes Panasonic Toughbook mobile computers in patrol vehicles for computer-aided dispatch, records access, report writing, and other law enforcement applications. The existing computers are aging and are scheduled for replacement under the department's equipment replacement plan.

The replacement is being phased over two fiscal years, with approximately half being replaced this fiscal year and the remainder planned for next fiscal year. Continuing with Panasonic maintains consistency with the department's existing mobile computing platform. The department has also previously purchased equipment through Turn-Key Mobile.

The City's Procurement and Purchasing Manual provides for the use of State of Missouri cooperative procurement contracts for equipment where possible. The State of Missouri participates in NASPO ValuePoint Master Agreement 23019 with Panasonic Connect North America for computer equipment and related products.

Fiscal Considerations:

The total purchase is \$69,045. Funding was included in the FY 2026-27 adopted budget under account 5-061-560 (Capital Equipment).

Recommendation:

Staff is requesting a motion to authorize the purchase of 15 Panasonic Toughbook FZ-G2 mobile computers and related equipment from Turn-Key Mobile, Inc. for \$69,045 utilizing NASPO ValuePoint Master Agreement 23019 and the State of Missouri Participating Addendum.



Turn-Key
Mobile, Inc.

TURNKEY MOBILE INC

4510 Country Club Dr
Jefferson City Missouri 65109

Estimate

Estimate#	: EST-16945	Sales person/ISS	: Mike Southard
Estimate Date	: 10/10/2026	Created By (ISS)	: Terry Cage
Expiry Date	: 10/30/2026		

Bill To	Ship To
Rolla Police Department Finance Department 901 N Elm Rolla, Missouri 65402	Rolla Police Department 1007 N Elm Rolla, Missouri 65401

#	Item & Description	Qty	Rate	Amount
Oct 1st price increase. Budgetary Quote				
1	FZ-G2NFB BBBM Panasonic Toughbook Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1 WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7595, COM Splitter, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Standard Battery, TPM 2.0	15	3,641.00	54,615.00
2	FZ-VSTG21U Panasonic Rotating Hand Strap for FZ-G2 with Digitizer Stylus Pen Holder and Kickstand	15	82.00	1,230.00
3	FZ-VEKG21LM Panasonic Keyboard for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle /Kickstand. USB-A, USB-C, Kensington Lock	3	650.00	1,950.00
4	FZ-SVCTPNF5Y Panasonic Protection Plus Warranty - TOUGH PAD PC with 2 Years XW (Years 1, 2, 3, 4 & 5) CF-33, FZ-G2	15	750.00	11,250.00
5	Contract-NASPO Panasonic NASPO Contract # MA23019 https://na.panasonic.com/us/sites/default/files/2023-09/NASPO_Panasonic_Master%20Agreement%2023019_Executed.pdf	1	0.00	0.00

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Sub Total 69,045.00

Total \$69,045.00

Authorized Acceptance Signature

**Participating Addendum for
Computer Equipment, Peripherals & Related Services
between
State of Missouri
and
Panasonic Connect North America**

This Participating Addendum is entered into by State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23019, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Panasonic Connect North America ("Contractor")
Two Riverfront Plaza, 9th Floor
Newark, NJ 07102-5490

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Solomon Surles III
Government Contracts Manager
Solomon.SurlesIII@us.panasonic.com
(775) 895-2401

Participating Entity's contact for this Participating Addendum is:

Kelsey Huwe
Procurement Specialist
kelsey.huwe@oa.mo.gov
(573) 522-1308

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or February 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV.** The use of specific NASPO ValuePoint cooperative contracts shall only apply to political subdivisions/local governments and universities, authorized to use state contracts under the Division of Purchasing's Cooperative Procurement Program for the State of Missouri. A political subdivision/local government is defined as any city, county, district, or other local governing body including state universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing for the State of Missouri.
- V. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. All services provided will be described in a mutually agreed upon Statement of Work ("SOW") executed by the parties.
- b. Contractor Partners.** Subcontractors, dealers, distributors, resellers, and other partners identified on the Contractor's NASPO ValuePoint webpage, and approved by the State of Missouri, as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's

subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Master Agreement Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VIII. MISSOURI STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE.** The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- a. Missouri Statewide Contract Quarterly Administrative Fee Report.** The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
 - b. Payments.** The contractor's payments shall be made using one of the following acceptable payment methods:
 - i. Check.** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - ii. Electronic Payment.** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
 - c. Check or Transmittal Document.** All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- IX. MISSOURI STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT.** The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing that shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

- a. Missouri Statewide Contract Quarterly Administrative Fee Report.** The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- b. Payments.** The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:
- i. Mail:
Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809
- OR
- Division of Purchasing,
301 st High Street, Room 630, Jefferson City, MO 65101-1517
Fax: (573) 526-9815
- ii. Email: ereports@oa.mo.gov
- c. Modifications.** The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

- X. MISSOURI STATEWIDE CONTRACT QUARTERLY USAGE REPORT.** The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.

Data Element	Description
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. **Missouri Statewide Contract Quarterly Usage Report.** The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. **Submission.** The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. **Modifications.** The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

XI. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

**Participating Addendum for
Computer Equipment, Peripherals & Related Services**

Between the State of Missouri and Panasonic Connect North America

XII. EXHIBIT. This Participating Addendum, for informational purposes, includes Exhibit A. The contractor is requested to complete Exhibit A regarding the contractor's economic impact to the State of Missouri.

XIII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Solomon Surles III
Government Contracts Manager
Solomon.SurlesIII@us.panasonic.com
(775) 895-2401

For Participating Entity:

Kelsey Huwe
Procurement Specialist
kelsey.huwe@oa.mo.gov
(573) 522-1308

XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Richard Elliott
Richard Elliott (Feb 13, 2024 11:10 EST)

Signature

Richard Elliott
Printed Name

President
Title

Feb 13, 2024
Date

PARTICIPATING ENTITY:

Karen S. Boeger

Signature

Karen S. Boeger
Printed Name

Director, Division of Purchasing
Title

2/13/2024
Date

EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and the contractor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Panasonic has eight (8) employees located in Missouri. Panasonic also has Authorized Panasonic Resellers that are authorized to resell Panasonic products and services in Missouri.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under the Missouri Contract.

Panasonic IT hardware products, accessories, and services will be available for Missouri public sector entities to purchase under the Missouri Contract.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Panasonic collects and remits sales and use taxes as required by State law, as well as pays corporate income as required by State law.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

Panasonic will use best efforts to work with Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) in the provision of products and services under this contract.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

Panasonic will not be using Missouri Organizations for the Blind or any Missouri Sheltered Workshops to carry out the provision of products and services under the contract.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

Panasonic will use best efforts to work with Missouri Service-Disabled Veteran Business Enterprises (SDVEs) in the provision of products and services under this contract.



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Motion

SUBJECT: Bid Award for a Compact Track Loader

PREPARED BY: Darin Pryor

ATTACHMENTS: Fabick Cat Sourcewell Proposal

(CASE/PROJECT #)

MEETING DATE: October 5th, 2026

Overview: City staff is requesting a motion to award the bid for a Caterpillar model 265-05H1 Compact Track Loader using the Sourcewell purchasing program for \$82,923.00. Staff compared Sourcewell pricing for a Caterpillar and Bobcat compact track loaders, and the Caterpillar was the cheapest.

Bobcat - \$83,962.57

Background information: This is a planned replacement of a 2012 Bobcat with 3000 hours. Sourcewell Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. The purchase price for this piece of equipment is slightly over budget. Staff is projecting approximately \$10,000 in budget savings from the planned purchase of a forklift. \$45,000 was budgeted for the forklift and the low bid is approximately \$35,000. The forklift purchase will be on the agenda for the next council meeting.

Fiscal considerations: \$80,000 was included in the 26-27 budget under account 07/5-073-560.00 Equipment.

Recommendation:

Staff is requesting a motion to award the bid for a Caterpillar 265-05H1 from Fabick Cat for \$82,923.00.



Proposal

QUOTE NUMBER | 247226-03

Sep 24, 2026

CATERPILLAR INC. 265-05H1

PREPARED FOR
CITY OF ROLLA





Aug 05, 2026

CITY OF ROLLA
PO BOX 979
ROLLA, MISSOURI, 65402-0979

Dear Kyle Pinkston,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 265-05H1 Compact Track Loader (CCE) with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 25M10014
SERIAL NUMBER: 0KR416843
YEAR: 2026
SMU: 2

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Jordan Smith
Machine Sales Representative
Fabick Cat
jordan.smith@fabickcat.com
(636) 655-8626

This quotation is valid for 30 days, after which time we reserve the right to re-quote.



One (1) Caterpillar Inc. Model: 265-05H1 Compact Track Loader (CCE) with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -Cat C2.8TA turbocharged, aftercooled -diesel engine --Gross horsepower per ISO 14396 -74.2 hp (55.3 kW) --Glow plugs starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Ecology drain - coolant -Filter, hydraulic supply, cartridge type -Filter, hydraulic return, cartridge type -Filter, canister type, engine oil -Filter, canister type, fuel -and water separator -Radiator / hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -parking brakes -Hydrostatic transmission -Lockable fuel cap -Auto engine idle

UNDERCARRIAGE -Torsion Suspension (4 independent -torsion axles) -Two speed travel -Integrated tie downs on track -frame (4)

HYDRAULICS -Selectable control pattern - ISO or H -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Speed sensor guarding -Heavy duty flat faced quick disconnects -with integrated pressure release lever

ELECTRICAL -Work Tool Electrical Harness -Heavy duty battery --includes battery disconnect with -lockout feature -12 volt electrical system -85 ampere alternator -LED work lights -Auto reverse lights -Switch backlighting -Interior LED dome light -Backup alarm -Electrical outlet, beacon -Courtesy lighting, exterior -Automatic Work light notification flash -when parking brake is released

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Glow plug activation --Hydraulic supply filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -(where applicable) -Control interlock system, when operator -leaves seat or armrest raised: --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS cab, tilt up -FOPS, Level I -Color LCD monitor: --Creep speed control --Drive response adjustment --Implement response adjustment --Drive Power Priority adjustment --Language selection (x32) --Date, Time, Units, and brightness -settings --Multi-operator Anti-theft Security -System & Monitoring --Maintenance schedule and reminders --Event and Diagnostic Code monitoring --Smart Technology, enables use of -Smart Attachments -Gauges: fuel level, hour meter, -hydraulic temperature, battery -voltage, tachometer. -Cell Phone Storage Pocket -Cup Holder -Ergonomic contoured armrest -Independently adjustable, seat -mounted joystick controls. -Top and rear windows -Floormat -Headliner -Interior rear view mirror -Horn -Hand (dial) throttle, electronic -12 volt power port -Rear window breaker hammer

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (9) -Removable panels for machine -frame cleanout -Support, lift arm -Steel rear and front bumpers, welded -Fuel fill, machine right hand side

OTHER STANDARD EQUIPMENT -Steel engine door with replaceable -louvers -Engine door - lockable -Extended life antifreeze (-37C, -34F) -Work tool attachment coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Hydraulic demand cooling fan

MACHINE CONFIGURATION

265 05A COMPACT TRACK LOADER	586-0268
LANE 3 ORDER	0P-9003
GUARDING / SEALING PKG, (HD1)	586-0093
IDLER WHEELS, TRIPLE FLANGE	642-3007
TRACK,RUBBER,450MM(17.7IN)BLCK	596-4432
HYDRAULICS, PERFORMANCE, (HP1)	586-0012
RIDE CONTROL, NONE	592-6357
COLD STARTING PACKAGE (120V)	652-2074
FUEL, MANUAL PRIMING	607-0943
WORKLIGHTS, LED, FRONT/REAR	579-2310
REAR LIGHTS	579-2312
COMFORT PKG, ENCLOSED CAB,HVAC	657-2195
AIR CONDITIONING, R134A REF	661-1438
SEAT,AIR SUSPENSION,CLOTH,HEAT	585-9587
DOOR, CAB, GLASS	593-7243
SEAT BELT, 2"	613-1924
INTEGRATED RADIO	651-8586
PACKAGE, TECHNOLOGY (T4)	607-8407
PRODUCT LINK, CELLULAR PLE643	579-2324
FAN, COOLING, DEMAND	586-0167
COUPLER, HYDRAULIC, SELF LEVEL	586-0041
CERTIFICATION ARR, P65	643-7208
INSTRUCTIONS, ANSI, USA	585-9582
SERIALIZED TECHNICAL MEDIA KIT	421-8926
COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676
MOUNTING, FIRE EXTINGUISHER	594-1961
HOSE GUIDE, ATTACHMENT	640-5405
PACK, DOMESTIC TRUCK	0P-0210
BUCKET-GP, 80", BOCE	279-5377



PRICING INFORMATION

PRICE AS EQUIPPED	\$82,923.00
SUB TOTAL	\$82,923.00
BALANCE DUE	\$82,923.00

EQUIPMENT PROTECTION PLAN

Standard Warranty:

24 Month or 2000 Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

SOURCEWELL INFORMATION:

Member Number: 47718
Contract Number: 020223-CAT
Discount: 21%

CUSTOMER VALUE AGREEMENT

Fabick Advantage 500 Hour Filters Only

NEXT-DAY PARTS. TWO-DAY REPAIR.*



YOUR UPTIME, OUR PRIORITY.

NEXT-DAY PARTS. TWO-DAY REPAIR.*
THAT'S THE CVA SERVICES COMMITMENT.

PARTS AVAILABILITY FOR ALL CVAS



MAINTENANCE, WEAR AND COMMON REPAIR PARTS

Available to dispatch the next **business day**

SERVICE COMPLETION FOR ADVANTAGE+ CVAS



REPAIRS IN 2 DAYS

Common repairs in **2 business days***
Major repairs completed when agreed

GET MORE THAN JUST EQUIPMENT

When you purchase a new Cat® machine from Fabick Cat, you gain access to **free tools**. Stay in control. Reduce downtime. Make every minute count. Because **time is money**.

CAT CENTRAL APP

- Schedule Service
- Order Parts
- 24/7 Support

VISIONLINK CONNECT

- Free Subscription
- Real-Time Visibility
- Equipment Health Data

CAT COMMERCIAL ACCOUNT

- Earn Rewards
- Special Offers
- Flexible Payments

*Applies to common repairs. Contact Fabick Cat for major repair commitment and T's & C's.

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CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Motion

SUBJECT: Bid Award for Mini Excavator

PREPARED BY: Darin Pryor

ATTACHMENTS: Fabick Cat Sourcewell Proposal

(CASE/PROJECT #)

MEETING DATE: October 5th, 2026

Overview: City staff is requesting a motion to award the bid for a Caterpillar model 306-7 Mini Excavator using the Sourcewell purchasing program for \$93,740.00. Staff compared Sourcewell pricing for a Caterpillar, John Deere, and Bobcat mini excavators and the Caterpillar was the cheapest.

John Deere - \$96,254.00

Bobcat - \$114,291.97

Background information: This is a planned replacement of a 2016 John Deere backhoe with 5600 hours. A mini excavator is cheaper than a backhoe and will allow staff to complete projects in areas where a backhoe doesn't fit. Sourcewell Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. The purchase price for this piece of equipment is slightly over budget. Staff is projecting approximately \$10,000 in budget savings from the planned purchase of a forklift. \$45,000 was budgeted for the forklift and the low bid is approximately \$35,000. The forklift purchase will be on the agenda for the next council meeting.

Fiscal considerations: \$90,000 was included in the 26-27 budget under account 07/5-073-560.00 Equipment.

Recommendation:

Staff is requesting a motion to award the bid for a Caterpillar 306-7 from Fabick Cat for \$93,740.00.



Proposal

QUOTE NUMBER | 247230-02

Sep 24, 2026

CATERPILLAR INC. 306-07

PREPARED FOR
CITY OF ROLLA





Aug 05, 2026

CITY OF ROLLA
PO BOX 979
ROLLA, MISSOURI, 65402-0979

Dear Kyle Pinkston,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 306-07 Mini Excavator (CCE) with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: 26M05568
SERIAL NUMBER: 06G616177
YEAR:
SMU:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Jordan Smith
Machine Sales Representative
Fabick Cat
jordan.smith@fabickcat.com
(636) 655-8626

This quotation is valid for 30 days, after which time we reserve the right to re-quote.



One (1) Caterpillar Inc. Model: 306-07 Mini Excavator (CCE) with all standard equipment in addition to the specifications listed below:

STANDARD FEATURES

POWERTRAIN -CAT C2.4T diesel engine -U.S. EPA tier 4 final -EU stage V -ISO 9249/EEC 80/1270 -Rated net power 41.7 kW - 2,400 rpm - -ISO 9249/EEC 80/1269 -Electronic engine, turbo, DPF (diesel -particulate filter) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel and water separator with indicator -Radial seal air filter, double element -with warning indicator

UNDERCARRIAGE -Greased and lubricated track -Hydraulic track adjusters -Tie down eyes on track frame

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing/flow sharing hydraulics -Hydraulic temperature monitoring -Accumulator certified

ELECTRICAL -60 ampere alternator -650 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights: --Cab, boom left

OPERATOR ENVIRONMENT -Ergonomic joysticks control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor: -- Fuel level, coolant temp, & warning -indicators -- Maintenance and machine monitoring -- Performance & machine adjustments -- Numeric security code -- Multiple languages -- Hour meter -- Ground level wakeup switch -- Camera ready -Cup holder -Hydraulic lockout for all controls -Literature holder -Molded footrests -Removable washable floor mat -Retractable fluorescent seat belt -Travel control pedals with hand levers -Utility space for mobile phone -Skylight -Mounting bosses for front & top guard

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Caterpillar corporate "one key" system -Locks on external enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine -Radial seal engine air filter, double -element with restriction indicator -Side by side engine & hydraulic oil -cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll over protective structure (ROPS) -(ISO 12117-2) -Auxiliary hydraulic lines -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- Adjustable auxiliary flow -- Continuous flow -- Adjustable auxiliary relief -Thumb ready stick

MACHINE CONFIGURATION

306 07A CR MHE DCA3F	638-2079
DRAIN, ECOLOGY	382-8757
BELT, SEAT, 3" RETRACTABLE	510-6085
BELT AS-SEAT	595-1981
STRAP, CABLE	3S-2093
ALARM, TRAVEL	511-6170
CAT KEY, WITH PASSCODE OPTION	522-6460
FILM-KEY SWITCH	218-0651
SWITCH AS-START	467-8535
LIGHTS, LED	522-6499
CAMERA, REAR VIEW	522-6505
306 07A CR MINI EXCAVATOR	523-7568
BOOM, SWING	523-7583
ENGINE, EPA TIER 4 FINAL	523-7593
ELECTRICAL ARR, C2.4 HRC	523-8003
INSTRUCTIONS, CANADA	523-9613
FILM, AM-NORTH	504-1365
TRACK, 16", RUBBER BELT	527-2800
LINES, STICK	532-7890
LINES, BOOM	532-7892
CONTROL, QC, 3 LINE	532-8607
LINES, QC, LNG STK, 3 LINE	532-8634
INSTRUCTIONS, ANSI	535-8483
NO EXTRA COUNTERWEIGHT	538-2663
LINKAGE BUCKET W/ LIFTING EYE	538-2697
TRAVEL PEDALS	541-4573
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
MONITOR NEXT GEN, ADVANCED, CR	557-5082
HEATER, JACKET WATER (110V)	566-0462
SEAT, MECH SUSP, FABRIC, CAB	569-7627
BLADE, STD, BOCE	579-2604
STICK, LONG	579-2625
EOU HOUSE SWING COVER, 6T	605-3335
WIRING GP	604-0125
HOUSE SWING COVER, 7T	605-3336
PLUG GP	605-3338
WASHER-HARD	8T-0328



WASHER-HARD	9X-2038
SCREW-TRUSS HEAD	9X-2044
SCREW-PAN HEAD	095-0735
LOCKWASHER	096-0192
ROD-ANTENNA(650)	515-8094
CABLE AS	515-8096
BRACKET-RADIO	557-5096
RADIO GP-AM/FM	621-8167
LANE 2 ORDER	0P-9002
PRODUCT LINK, CELLULAR PLE643	628-8014
INTEGRATED RADIO V2	639-4467
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492
PINS, BUCKET, 45MM	282-2785
BUCKET-HD, 36", 7.0 FT3, 3T	464-9906
KIT, CTWT, EXTRA 550 LBS	561-8205
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911



PRICING INFORMATION

PRICE AS EQUIPPED	\$93,740.00
SUB TOTAL	\$93,740.00
BALANCE DUE	\$93,740.00

EQUIPMENT PROTECTION PLAN

Standard Warranty:

24 Month or 2000 Hours, Premier For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

SOURCEWELL INFORMATION:

Member Number: 47718
Contract Number: 020223-CAT
Discount: 21%

CUSTOMER VALUE AGREEMENT

Fabick Advantage 500 Hour Filters Only

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FABICK





CITY COUNCIL AGENDA

DEPARTMENT: Parks & Recreation

ACTION REQUESTED: Motion to award & 1st Reading

SUBJECT: Synthetic Turf Field

PREPARED BY: Floyd Jernigan, Director

(CASE/PROJECT #)

MEETING DATE: Oct. 1, 2026

Overview: City staff received seven proposals for a synthetic soccer turf field and the necessary grooming equipment to maintain same in Ber Juan Park. The proposals were as follows:

Nationwide Sports Construction.....\$894,275
3157 State Road V
Valles Mines, Mo. 63087

Mid America Sports Construction.....\$901,759
1621 SE Summit St.
Lees Summit, Mo. 64081

JH Berra Sports Construction Co.....\$907,888.83
5091 New Baumgartner Rd.
St. Louis, Mo. 63219

Mammoth Sports Construction.....\$915,000
103 W. 19th St.
Kansas City, Mo. 64108

Field Turf USA Inc./Tarkett Sports Co.....\$957,055
600 SW Jefferson St., Ste. 301
Lee's Summit, Mo. 64063

Byrne & Jones Construction.....\$979,600
13940 St. Charles Rock Rd.
Bridgeton, Mo. 63044

United Turf & Track.....\$1,127,050
PO Box 565
Arcadia, OK 73007

Background information: As the remaining and major part of the Land, Water, Conservation Fund grant, staff received seven bids for the construction of a turf soccer field at Ber Juan Park. The field will be reservable, with its primary usage serving as a game field for our current grass field users Rolla Home School Athletic Association, Ozark Christian Academy, Maranatha Baptist Academy, and 3v3, 4v4, 5v5 and 6v6 regional and national soccer tournaments. Further, we have already received interest from the Missouri S&T Club men's and women's soccer teams to serve as a home field for their games, as well as Rolla Knights Soccer Club teams. Also, as we do with our softball fields, we will partner with Rolla High to help the school system expand their soccer tournament.

Fiscal considerations: The adopted FY 26-27 budget appropriated \$770,000 for the turf field and \$17,000 for the maintenance equipment. The balance will come from a combination of Parkland fee transfer of up to \$30,000 (mandated by ordinance to be spent within five years and on major parks projects) and utilizing \$65,000 from delaying the Holloway House demolition funds in the budget.

Previous submitted allocations to LWCF - \$337,347.68 of \$1,130,838 total, leaving balance of \$793,490.32

Recommendation: Staff is requesting a motion to award the bid to NSC and first reading of the ordinance.

BILL # 2026-28
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND NATIONWIDE SPORTS CORPORATION.

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 an agreement between the City of Rolla and Nationwide Sports Construction, a copy of said agreement being attached hereto and marked Exhibit "A".

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 19TH DAY OF OCTOBER 2026.

Approved: _____ Mayor, Lister B. Florence, Jr.

Attest: _____ City Clerk

Approved as to form: _____ City Counselor

EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Synthetic Turf System**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

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

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

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

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of **\$100.00** per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

CONTRACT AGREEMENT TO BE PROVIDED UPON BID AWARD

EVERY TRANSIENT EMPLOYER, as defined in Section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

PROOF OF LAWFUL PRESENCE - § 208.009

1. This Missouri Statute prohibits any illegal alien from receiving state or local "public benefits," and
2. The Statute requires all applicants at the time of application for such public benefits to provide "**affirmative proof** that the applicant is a citizen or a permanent resident of the United State or is lawfully present in the United States."

Affidavit of Work Authorization and Documentation

Effective January 1, 2009 and pursuant to 285.530 R.S.Mo, for all agreements in excess of \$5,000.00, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of "**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00**" and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

The City of Rolla encourages companies that are not already enrolled and participating in a federal work authorization program to do so.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

Information regarding E-verify is available at

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. or by calling 888-464-4218.

AFFIDAVIT OF COMPLIANCE
SECTION 285.530.2

State of Missouri)
) ss
County of _____)

Now this ____ day of _____, 2019, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of _____
(Name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of _____
(name of business entity, same as above)
4. I state and affirm that _____ is enrolled and is currently
(Name of business entity, same as above)
participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, _____ does not knowingly employ any person who is
(name of business entity, same as above)
an unauthorized alien.
6. Further, _____ has performed an electronic verification check
(name of business entity, same as above)
as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of e-verify.
I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

(Authorized Agent, Partner, Owner or Officer)

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Human Relations Director

This form is promulgated pursuant to 15CSR 60-15.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH

(Signature)

On this _____ day of _____ in the year 2019, before me,
_____, a Notary Public in and for said State,
personally appeared _____, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she
executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the county and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

**SYNTHETIC TURF SYSTEM
PROJECT, PROJECT P24AP01362-00
BER JUAN PARK,
CITY OF ROLLA, MISSOURI**

SCOPE OF WORK BID FORM

Furnish all labor, materials, tools, and equipment required to the General Contractor and Artificial Turf Contractor (ATC) to install the artificial turf surfacing system with resilient infill, including prefabricated shock and game lines and event markings, as per the drawings and specifications herein and as per the recommendations for installation of the artificial turf product issued by the Artificial Turf Manufacturer (ATM); including components and accessories required for a complete installation including but not limited to:

- (1) Installation of prepared sub-base.
- (2) Coordination with related trades to ensure a complete, integrated, and timely installation:
Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.
- (3) Furnish field groomer, sweeper, field maintenance equipment and attic stock.
- (4) Furnish and install 6'tall chain link perimeter fence with 2 12' wide gates and 2 4' wide gates in accordance with the specifications.

> Contractor will be required to obtain City of Rolla business license

Project to be completed and accepted on or before AUGUST 31, 2027

Description	Quantity	Unit Price	Extended Total
Grading	1 LS	\$	\$
Rock Base	1 LS	\$	\$
Drainage System	1 LS	\$	\$
Turf System	1 LS	\$	\$
Mobilization	1 LS	\$	\$
Fencing	1 LS	\$	\$
TOTAL			\$

Mayor Lister B. Florence, Jr. et al
Rolla City Council
PO Box 979
901 N. Elm St.
Rolla, MO 65401

Michael D Reno
52 Rolla Gardens Dr.
Rolla, MO 65401
573-578-5321
RollaRenoMike@gmail.com

Mayor Florence, City Council members and others,

This letter is offered as requested for consideration to fill the remaining term in Ward 1 which is currently vacant. I am a US citizen who resides in Ward 1 and have been registered to vote at my current address for 34 years.

Why would I consider performing the duties of Ward 1 councilperson for the remainder of the term?

I have been very involved in this community for most of my life. and it is important to me. If the duties and needs of this position can be best served by my selection, then the role will achieve a significant part of my earnest interest in the City, our community, and my neighborhood. If another is found and willing that would better achieve the city's interests, then the city is best served by choosing them instead.

My interest is in serving the city.

Why might the city consider me for this appointment?

I have resided in Phelps county since 1984 when my newlywed wife and I relocated to begin our family. We choose Rolla as the place we wanted to raise our kids. We remained in Rolla by choice and have always found that decision to have been an excellent one. We raised two, a boy and a girl, to adulthood in the Rolla community and its school district. We participated in academic and community events in those growing years, and we watched both our children become excellent adults. We attribute a great part of the reason for their maturity and sense of justice to their experiences lived out in Rolla. Sue and I worshipped together at First Presbyterian Church in Rolla and led an active youth group at that church from 2000 to 2012. In 2013 I began a new career path in ministry, returning to university and gaining a BA in English and a Masters of Divinity. Until 2023, I pastored various churches in Southeast Missouri.

My wife, Sue, and I have been employed by various Rolla area businesses or organizations since 1984. Our combined experiences in the economic and social life of Rolla and Phelps County crosses many different types and purposes. Sue worked as a social worker in residential, outpatient, and hospital settings until her retirement in 2023. I owned two business over that 42 year period, was employed by various local businesses. I am currently on sabbatical from pastoring churches in Missouri to have time with Sue in her retirement.

I am a very active member of the Rolla Lions Club, attend the First United Methodist Church in Rolla on Sundays, and stay active within Missouri Presbytery in committee work and occasionally as a representative to higher judicatories. I engage from time to time with our local community betterment programs to support their leadership, including programs for those most in need. I have actively engaged in both Democratic and Republican local elections depending on whom I felt was the best candidate at that time.

I shop at Walmart, so I probably have met 80% of the city's population any given calendar year, and know a surprisingly large number of them by name or in a shared memory. I also shop at our many local business as much as I can to support our business base. I probably meet half the remaining 20% of our citizenry at those establishments. I'm always ready to find out where the remaining 10% shop, and maybe the experiences on the city council could provide for that, if selected.

Respectfully submitted,
Michael D Reno


1 Sept 26

September 30, 2026

Re: Destination Rolla Grant Committee – Letter of Interest

Dear Destination Rolla Committee Members,

I am writing to express my interest in serving on the Destination Rolla Grant Committee. I was honored to be asked to consider serving and would welcome the opportunity to contribute to a program that supports the events, organizations, and experiences that bring people to Rolla and make our community a place people want to return to.

Community involvement has been an important part of my life in Rolla. Over the years, I have served on several committees and volunteered at many local events, including Lichternacht, Summerfest, and the Hands-On STEAM Maker Fest. These experiences have given me the opportunity to see firsthand how much work happens behind the scenes to create successful community events—and how much those events can contribute to the identity and energy of our city.

I have also had experience on the organizational side of events. Through my involvement with the Optimist Club, including the East Missouri Optimists, I have helped organize conventions and other activities. That experience has given me an appreciation not only for the creativity and enthusiasm behind a great idea, but also for the planning, resources, collaboration, and financial responsibility required to make it successful.

Now, as the Ward 5 representative on the Rolla City Council, I have another perspective on the importance of supporting opportunities that strengthen our local economy, encourage tourism, and create positive experiences within our community. I believe Rolla has a great deal to offer, and I enjoy being part of efforts that help people discover it.

If selected to serve on the Destination Rolla Grant Committee, I would bring my experience as a volunteer, event organizer, community member, and City Council representative to the review process. I would approach each application thoughtfully and fairly, considering both the responsible use of grant funds and the potential impact an event or initiative could have on Rolla.

I would be grateful for the opportunity to serve and to continue contributing to a community that has given me so many opportunities to be involved.

Thank you for your consideration.

Sincerely,

Elizabeth Sperry

City Council Representative, Ward 5, Rolla, MO

September 30th, 2026

Dear Mayor and members of Council,

I am writing to express my interest in continuing to serve on the Destination Rolla Grant Committee. I have had the privilege of serving on the committee for the past year, and I would be grateful for the opportunity to continue that service.

Over the past year, I have gained a greater appreciation for the role Destination Rolla plays in supporting tourism, events, and opportunities that bring people into our community. Serving on the committee has also given me valuable experience reviewing grant requests and considering how available funding can be used responsibly and effectively for the benefit of Rolla.

As a local business owner and someone actively involved in serving our community, I care deeply about Rolla's continued growth and success. I believe strong communities are built when local leaders, businesses, organizations, and residents work together toward common goals.

I have enjoyed my time on the Destination Rolla Grant Committee and would be honored to continue contributing my time, experience, and perspective. Thank you for considering my application for another term.

Sincerely,

Aaron Pace
Councilman Ward 3
Mayor Pro Tem

PUMPKIN FLOAT FEST

**JOIN US FOR THE INAUGURAL PUMPKIN FLOAT
AT BER JUAN PARK ON OCTOBER 17!**

This FREE family event will feature games, a bounce house,
s'mores, hayrides, food trucks.

**PUMPKIN FLOAT STARTS AT 7:15 PM. 50 FREE PUMPKINS WILL BE AVAILABLE FOR
REGISTERED PARTICIPANTS TO PICK UP THE FRIDAY BEFORE THE EVENT. DECORATE YOUR
PUMPKIN AND BRING IT BACK TO THE PARK TO HELP US LIGHT UP THE LAKE! BRING A LAWN
CHAIR AND ENJOY A NIGHT IN THE PARK!**

REGISTER NOW



17

**OCTOBER, SATURDAY,
6:00PM - 9:00PM | FREE**

BER JUAN PAVILION AND LAKE