Open Citizen Comment Procedure

- 1) Public Hearings Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.
- 2) "Citizen Communication" Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

COUNCIL PRAYER

Ministerial Alliance

Rolla City Council Meeting Monday, March 16, 2020 901 North Elm Street City Hall Council Chambers 6:30 P.M.

PLEDGE OF ALLEGIANCE

Councilman Monty Jordan

I. PUBLIC HEARINGS

A) Ordinance Rezoning 101 S. Rucker Avenue from C-1 (Neighborhood Commercial District) to C-2 (General Retail District) (City Planner Tom Coots) – First Reading

II. SPECIAL PRESENTATIONS

A) Coronavirus Information -

(Dr. Nathan Ratchford, Senior VP and Chief Medical Officer, and Ms. Keri Heavin, Senior VP and Chief Nursing Officer, Phelps Health)

III. OLD BUSINESS

A) Ordinance Authorizing the Mayor to Enter into a State Transportation Assistance Revolving (STAR) Fund Loan for Improvements at the Rolla National Airport –

(Public Works Director Steve Hargis) - Final Reading

IV. **NEW BUSINESS**

A) Ordinance Authorizing the Mayor to Enter into a Hangar Ground Lease with Dr. Ron Wilkerson, d/b/a Vichy Enterprises, LLC, (City Administrator John Butz) – First Reading

V. CLAIMS and/or FISCAL TRANSACTIONS

- A) Motion Awarding Bid for E-Citation Printers (Police Chief Sean Fagan) Motion
- B) Motion Awarding Bid for University Drive Pedestrian Bridge, and; an Ordinance
 Authorizing the Mayor to Enter into an Agreement with Kelpe Contracting, Inc., for
 University Drive Pedestrian Bridge, Project #359 (City Engineer Darin Pryor) –

Motion/First Reading

V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

- C) Motion Awarding Bid for 2020 Crew Cab, ¾ Ton Pickup with Short Bed, for the Street Dept. to Taylor Dodge of Rolla (Public Works Director Steve Hargis) Motion
- D) Motion Awarding Bid for 2020 Regular Cab, One Ton Pickup with 8' Bed, for the Street Dept. to Taylor Dodge of Rolla (Public Works Director Steve Hargis) Motion
- E) Motion Awarding Bid for 2020 Crew Cab, ½ Ton Pickup with Short Bed, for the Street Dept. to Capitol Dodge of Jefferson City (Public Works Director Steve Hargis) Motion
- F) Motion Awarding Bid for a 2020 Crew Cab, ¾ Ton Pickup with Short Bed, for the Sewer Dept. to Taylor Dodge of Rolla (Public Works Director Steve Hargis) Motion

VI. MAYOR/CITY COUNCIL COMMENTS

- A) Motion Reappointing Mr. Jacob Rohter to the Bicycle Pedestrian Advisory Committee
 (April 2023) Motion
- B) Motion Reappointing Mr. Dick Elgin to the Bicycle Pedestrian Advisory Committee
 (April 2023) Motion
- C) Motion Reappointing Mr. Jeremy Jamison to the Bicycle Pedestrian Advisory Committee
 (April 2023) Motion
- D) Motion Appointing Mr. Jonathan Garrett to the Bicycle Pedestrian Advisory Committee to Complete the Unexpired Term of Mr. Ryan Ebert (April 2021) Motion

VII. CITIZEN COMMUNICATION

- A) Open Citizen Communication
- B) Ms. Jamie Cantrell Runway of Empowerment

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION

Pursuant to Section 610.021(2, 3,& 12) RSMo. the City Council will discuss the following issues in Closed Session:

- (A) Real Estate (2)
- (B) Sealed Proposals (3)
- (C) Personnel (12)

X. ADJOURNMENT



DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT:

Map Amendment (rezoning): 101 S Rucker Ave from C-1, Neighborhood Commercial to

the C-2, General Retail district

(ZON20-01)

MEETING DATE: March 16, 2020

Application and Notice:

Applicant/Owner - Michael Liu

Public Notice -

Letters mailed to property owners within 300 feet; Legal ad in the Rolla Daily

News; signage posted on the property; information available on city website

Background:

The subject property was last used as a church. The applicant recently purchased the property and intends to remodel the existing building to use as a restaurant. The applicant formerly owned the Kyoto Japanese restaurant on N Bishop Ave.

The restaurant use is allowed in the current C-1 zoning. However, the current zoning does not permit any alcohol sales with the restaurant. The applicant would like the ability to sell alcohol at the restaurant, as they did at the former

location.

Property Details:

Current zoning -

C-1, Neighborhood Commercial to C-2, General Retail

Current use -

Church

Proposed use -

Restaurant

Land area -

About 12,000 sq. ft.

Public Facilities/Improvements:

Streets -

The subject property has frontage on Rucker Ave and Black St, both local streets.

Sidewalks -

No sidewalks are currently located adjacent or near to the subject property.

Utilities -

The subject property should have access to all needed public utilities.

Drainage -

The property is already developed, however, additional parking may be needed.

Drainage for any pavement will be reviewed at the time of development to

ensure no impact to adjacent property.

I.A.1

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for community-wide commercial uses.

Discussion: The subject property is located adjacent to the C-2, General Retail district. The

rezoning is needed only to permit the sales of alcohol at the restaurant. The restaurant is permitted in the current zoning district. The subject property is not located adjacent to any residentially zoned properties. The C-1, Neighborhood Commercial district is intended to adjacent residential areas and/or provide a

buffer of lower intensity commercial uses.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 10, 2020 and voted 8-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance, Public Notice Letter, Application, Letter of Request

T.A.a.



COMMUNITY DEVELOPMENT DEPARTMENT

901 North Elm St Rolla, MO 65401

P.O. Box 979

573-364-5333 www.rollacity.org/comdev

LAND USE APPLICATION

Contact Information:	Property/Request Information:
Name(s) 612 NAWCOSHE DR Mailing Address City, State, Zip 573 202 1116 Phone mich gelamy / in @ Gmail. am Email	
Agent/Applicant (If Different Than Property Owner):	Property Address/Location (- To (-) 2
Name	Property Zoning (Current and Proposed)
Mailing Address	Proposed Development/Project/Amendment
City, State, Zip	E-
Phone	
Email	

APPLICATION CHECKLIST:

A	Completed Application Form	o
Applican	Agent Letter (If Applicable)	NA
cant	Filing Fee \$375 Rezoning/CUP); \$475 (PUD); \$300 (CUP/PUD Amendment);	eriii o
Che	\$62.50 (Annexation for advertisement) Legal Description (Unplatted and Irregular Lots Only)	South #
ecks	Site Plan (If Applicable)	NIA X
Boxes	Letter of Request/Project Report (If Applicable)	with 5
es		

OFFICE USE ONLY:

Case No: 20 N 80 - 1

Submission Date: 9/11/20

DRC Meeting Date: 3/14/20

Advertise By: 3/34/30

PC Hearing Date: 3/10/20

CC Hearing Date:

INFORMATION:

Rezonings (Map Amendments) are reviewed to meet the following criteria:

- 1. Consistency with the intent of the Rolla Comprehensive Plan.
- 2. Changed or changing conditions in the neighborhood.
- 3. Compatibility with other properties in the immediate vicinity.
- 4. Adequacy of utility service and facilities.
- 5. Impact on vehicular and pedestrian traffic safety.
- 6. Correction of an error in the application of the zoning regulations.
- 7. Viability of economic use of the subject property if rezoning is denied.
- 8. Relevant information received at the public hearing.

PUD's (Planned Unit Developments) are reviewed to meet the following goals:

- 1. Implementation of the Rolla Comprehensive Plan.
- 2. Efficient use of land to protect/preserve natural features of the land.
- 3. Harmonious and coherent site and building design to create a sense of place.
- 4. Direction of development to existing or proposed transportation and utility facilities.

CUP's (Conditional Use Permits) are reviewed to meet the following standards:

- 1. Compliance with zoning district regulations.
- 2. Impact to traffic or pedestrian safety and mitigation.
- 3. Not dominating the immediate neighborhood.
- 4. Provision of adequate parking facilities.
- 5. Adequacy of utilities and drainage facilities.
- 6. Compatibility with surrounding vicinity.

Annexation requests must include a notarized petition that includes the following statements:

- 1. That the all property owners of agents have signed the application.
- 2. That the property is not part of any incorporated municipality and is contiguous to the city of Rolla limits.
- 3. That the applicants request to be annexed as authorized by RSMo. Section 71.012.

Text Amendment requests must include a letter/report with includes the following:

- 1. Reasons for amending the codes and demonstrating that the request serves the general welfare and preserves the community interest.
- 2. Proposed modifications with proposed language in underline and language to be removed in strikethrough.

<u>Acknowledgement and Authorization:</u>

The owner(s) understand and agree that the application will be placed on hold until a complete application and all required items on the checklist are received. The owner(s) understand and agree to permitting employees of the City of Rolla to enter the subject property for purposes of posting a yard sign(s), retrieving the yard sign(s), taking photographs of the property/building(s), and investigating the property for pertinent information related to the request. Should ownership of the property change after the application is submitted, authorization is required from the new owner to continue with the review of the request, or the request will be withdrawn from consideration. The undersigned understands that refunds may be provided if the request is withdrawn prior to the Planning Commission hearing, less any costs already incurred.

Property Own	Michae Michae	Applicant/Age	nt (If Different From Owner)	
Sigh	Print	Sign	Print	
Sign	Print	Sign	Print	· · · · · ·

I.A.4.

RE: 101 S Rucker Ave rezoning

Planning and Zoning Commission:

This building was formerly a Church. We plan to remodel to be a restaurant. I owned the Kyoto Japanese restaurant on Bishop Ave, but recently sold the property and bought this property.

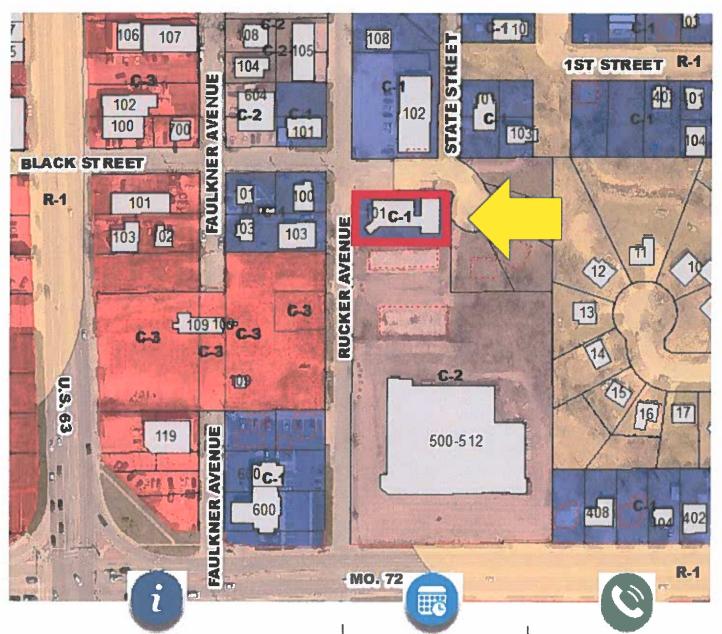
We would like the ability to sell beer and house wine, as we did at our old location. If you need any information, please let me know.

Thank You for your help.

Michael Liu 573-202-1116



PUBLIC NOTICE



Project Information:

Case No: ZON20-01

Location: 101 S Rucker Ave Applicant: Michael Liu

Request:

Rezoning from the C-1, Neighborhood Commercial district to the C-2, General Retail district

City Council March 16, 2020 6:30 PM

Public Hearings:

Planning and Zoning

Commission

March 10, 2020

5:30 PM

City Hall: 1st Floor

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

I.A.6.

ORDINANCE NO.	

AN ORDINANCE TO APPROVE THE RE-ZONING OF 101 S. RUCKER AVENUE FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT. (ZON20-01)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 10, 2020 and recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its March 16, 2020 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

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

A fractional part of the NW 1/4 of the SE 1/4 of Section 11, Township 37 North, Range 8 West, beginning at the NW corner of the SE 1/4 of Section 11, Township 37 North, Range 8 West, thence South 130.0 feet, to the point of beginning:

Thence East 154.41 feet; thence North 54.57 feet; thence NE 17.9 feet along an arc of 28° 30' with a radius of 36.0 feet, and radius point being 190.41 feet East and 75.43 feet South of the NW corner of the SE1/4 of Section 11, Township 37 North, Range 8 West; thence NW 17.45 feet along an arc of 50° with a radius of 20.0 feet and said radius point being

I.A.7.

Page 2	
Ordinance No.	

144.0 feet East and 70.0 feet South of the NW corner of the SE 1/4 of Section 11, Township 37 North, Range 8 West; thence West 144.0 feet; thence South 80.0 feet to the point of beginning.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the rezoning process has been completed by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6^{TH} DAY OF APRIL 2020.

	APPROVED:	
ATTEST:	Mayor	
City Clerk		
APPROVED AS TO FORM:		
City Counselor		

I.A.8.

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance <u>Final Reading</u>

ITEM/SUBJECT: MO HIGHWAY & TRANSPORTATION

COMMISSION AMENDMENT TO STATE

BLOCK GRANT AGREEMENT

DATE: 03/16/2020

В	U	D	G	Ε	T	Α	P	P	F	SC		9	Ri	P	٩Ţ		0	N	۱ (Ш	=	A	\F	7	9		C	ļ	۱E	3	LĮ) :																											
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COMMENTARY:

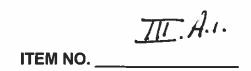
The attached ordinance authorizes the Mayor to enter into a State Transportation Assistance Revolving (STAR) Fund Loan for improvements at the Rolla National Airport. This loan is for \$162,693.00. This is our 5% match for the rehabilitation of Runway 4/22.

We have a contract to begin this project in the spring. The total cost is \$2,928,412.00.

We have previously approved agreements with the Missouri Highway and Transportation Commission to fund the other 95%.

This loan has an interest rate of 1.20% and is to be paid back over five years beginning 11/01/2020.

Staff recommends approval.



ORDINANCE NO	
AN ORDINANCE AUTHORIZING THE MAYOR OF THE EXECUTE ON BEHALF OF THE CITY OF ROLLA, TRANSPORTATION ASSISTANCE REVOLVING (STAND PROMISSORY NOTE BETWEEN THE CITY OF R HIGHWAYS AND TRANSPORTATION COMMISSION	, MISSOURI, A CERTAIN STATE FAR) FUND LOAN AGREEMENT OLLA, MISSOURI AND MISSOURI
BE IT ORDAINED BY THE CITY COUNCIL OF AS FOLLOWS:	THE CITY OF ROLLA, MISSOURI,
Section 1: That the Mayor of the City of Rolla, Missourieted to execute on behalf of the City of Rolla, Missourieted Revolving (STAR) Fund Loan Agreement and Promissourieted Missouri Highways and Transportation Commattached hereto and marked Exhibit A.	ouri a State Transportation Assistance ory Note between the City of Rolla,
PASSED BY THE CITY COUNCIL OF THE CITY OF ROBY THE MAYOR THIS 16 TH DAY OF MARCH 2020.	LLA, MISSOURI, AND APPROVED
	APPROVED:
	MANOR
ATTEST:	MAYOR
CITY CLERK	
APPROVED AS TO FORM:	

CITY COUNSELOR

III. A.2

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Ordinance Authorizing Ground Lease at RNA to Dr. Ron Wilkerson

COMMENTARY:

The City assumed ownership of the old John Wyss Hangar upon completion of its low cost forty-year land lease. The City has been able to lease the 4,800 SF hangar for \$200/month considering the poor condition of the metal building (i.e. leaking roof, poor hangar doors and deteriorating siding). Rather than invest \$40-50K for a market rent of \$500 +/- month, the City solicited proposals for a building sale and new ground lease in exchange for significant building improvements.

Dr. Ron Wilkerson submitted the sole proposal on the building and with Council concurrence, the attached agreement was reached. The agreement "sells" the building for \$1,000 but requires evidence of \$55,000 in building improvements. In exchange, the Lessee gets a 20-year ground lease at \$1,800/year and the option to renew the lease at market rates for up to 15 years (mutual consent).

Recommendation: Final reading.

ORI	DINANCE NO.
EXECUTE ON BEHALF OF THE CI	THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO TY OF ROLLA, MISSOURI A HANGAR GROUND LEASE ON D/B/A VICHY ENTERPRISES, LLC, AND THE CITY OF
NOW, THEREFORE, BE IT ORI MISSOURI AS FOLLOWS:	DAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA,
to execute on behalf of the City of Rolla,	e City of Rolla, Missouri be and is hereby authorized and directed, Missouri, a hangar ground lease between Dr. Ronald Wilkerson by of Rolla, a copy of said hangar ground lease attached hereto and
Section 2: That this ordinance shand approval.	all be in full force and effect from and after the date of its passage
PASSED BY THE CITY COUNCIL OF THE MAYOR THIS 6 th DAY OF APRIL	F THE CITY OF ROLLA, MISSOURI, AND APPROVED BY 2020.
	APPROVED:
ATTEST:	Mayor
City Clerk	
APPROVED AS TO FORM:	
City Counselor	

N.A.a.

Hangar Ground Lease (Wilkerson)

THIS AGREEMENT, made and entered into this 6th day of April, 2020, by and between the City of Rolla, Missouri, a municipal corporation of the State of Missouri, 901 North Elm Street, Rolla, Missouri 65401, hereinafter referred to as Lessor, and Dr. Ronald Wilkerson, dba Vichy Enterprises LLC, 414 W James Blvd., St. James, MO 65559, hereinafter referred to as Lessee.

WITNESSETH:

The City of Rolla desires to sell Building 65, a building of prefab construction having some 4,800 square feet of floor space, to Dr. Ronald Wilkerson for a term to run concurrent with said ground lease. It is the intent of this description to describe the building location and lease desired by Lessee for purposes of operating a private corporate hangar to be used primarily as an aircraft storage and maintenance hangar, along with all customary enterprises thereto, as shown in Exhibit A.

Description: A portion of Section 2, Township 39 North, Range 8 west, on the Rolla National Airport property lying in Maries County, Missouri.

TERMS AND CONDITIONS

- 1. The term of this lease shall begin on the 1st day of April, 2020 and shall terminate on the 31st day of March, 2040, a period of twenty (20) years. Said lease may be renewed for one additional ten (10) year period and one additional five (5) year period subject to renegotiation of all terms herein provided including ground lease rent. Further amendments and extensions may be granted subject to the mutual consent of the parties.
- 2. The City of Rolla hereby consents to the sale of the existing corporate hanger to Dr. Ronald Wilkerson for the sum of One Thousand Dollars (\$1,000.00) payable upon execution of this ground lease. In addition Lessee is required to make the following building improvements subject to approval and inspection by Lessor within three (3) years of execution of this lease. Lessee shall provide Lessor copies of invoices documenting the improvements which shall equal or exceed \$55,000. Failure to perform said building improvements shall proceed to Section 23 of this lease for non-compliance.
 - i. New metal roof of similar gauge metal currently in place
 - ii. New exterior walls of the building including guttering
 - iii. Replacement of windows and pedestrian doors as needed
 - iv. New hangar doors

IV. A. 3:

- 3. The City of Rolla hereby consents to the sale of the existing corporate hanger to Dr. Ronald Wilkerson for the sum of One Thousand Dollars (\$1,000.00) payable upon execution of this ground lease. At the expiration of this lease or any approved amendments thereto or termination as provided hereunder said building shall become the property of the City of Rolla (Lessor) at no cost.
- 4. Lessee shall provide for a certified licensed (MAI) appraisal and/or engineering report on the value/condition of the building by December 2035 to assess the condition and maintenance needs of the building. Said report shall be provided to Lessor upon request.
- 5. Lessee shall pay all costs for building maintenance including utilities and any taxes or like items that might be assessed against said building.
- 6. The rental for year one of the lease shall be the sum of one-thousand eight-hundred dollars (\$1,800) per year and shall be adjusted annually on the first day of March to reflect any increase in the Consumer Price Index (for all commodities) issued by the Bureau of Labor Statistics using January 2020 as the base month. The initial ground lease rent and term (20 years) takes into consideration the capital investment made by Lessee in the improvement to said building.
- 7. All rentals shall be paid annually on the anniversary of the signing of this Lease except for the initial year in which payment shall be made upon execution of the ground lease. All rental due hereunder shall be paid to the Finance Director, City of Rolla, P.O. Box 979, Rolla, Missouri 65402.
- 8. Lessee agrees to pay all utilities and services in connection with the building.
- 9. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities listed herein or any other activity of an aeronautical nature.
- 10. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations concerning normal airport operations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor; the United States of America or any Department or Agency thereof; or the State of Missouri.
- 11. This Lease shall not be further assigned nor shall said premises or any part thereof be further let or sublet or used or permitted to be used for any purpose other than as herein provided without the written consent of Lessor, provided, however, that Lessor shall not unreasonably withhold its consent.
- 12. At the expiration of this Lease and any amendments thereto, or any termination as provided hereunder, Lessee shall peacefully surrender any rights or claims to said hangar or building improvements at which time said improvements shall become the sole property of Lessor.

T.A.4.

- 13. Should Lessee desire to sell its above-described improvement, it shall give Lessor sixty (60) days notice of such proposed desire. Lessor shall have the first option to purchase said improvement within such sixty (60) day period at the same price and on the same terms of any other possible purchaser. The notice of opportunity to purchase must be given in writing, addressed to Lessor as provided hereunder and must specify the terms of the opportunities to purchase to Lessor, including but not limited to, the selling price and times and terms of payment, the rate of interest on any unpaid balance and the date of closing. Notice of election to exercise the option herein granted must be evidenced by a writing addressed to the Lessee as herein provided. Should the City not exercise its right to purchase said building the sale may commence and the existing ground lease assigned to the new buyer under the same terms and conditions unless amended by the mutual consent of the parties.
- 14. Should said building become unserviceable or unsightly due to lack of maintenance or repair on the part of Lessee, the Lessor reserves the right to repair or remove said building, provided, however, that Lessor notification of deficiencies shall be made in writing to Lessee stating corrections required. Lessee shall have ninety (90) days from notification to effect necessary corrections. Any maintenance/repair cost incurred by the Lessor shall be charged to and paid by Lessee.
- 15. Lessee shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease but nothing herein contained shall be construed to permit the use of said demised premises, or any part thereof, for any purpose except as hereinabove provided without the written consent of Lessor.
- 16. Lessor shall provide grass mowing services on said lease for consistent maintenance and appearance within two feet (2') of the building or any perimeter fencing. Lessor shall provide basic snow removal services within five feet (5') of the building but lessee shall be responsible for any salt application or additional treatment.
- 17. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as required by the FAA or other applicable government agency as it sees fit. However, such decision to develop or improve must arise from true necessity and not made frivolously. If any such development or improvement must, of necessity, encroach upon the above-described real property, whether by use of easement or by appropriation of all or part of the improvement on the real estate itself, Lessor agrees to pay Lessee for any such encroachment or taking an amount in cash to be determined by a three-person commission composed of a representative appointed by Lessor; one appointed by Lessee; and the third appointed by the two representatives. Such appointments by the parties shall be made within thirty (30) days after reasonable notice to Lessee of Lessor's intentions to so encroach on Lessee's lease rights as spelled out in this Lease. Such notice shall contain reasonably explicit details of any encroachment plans; shall be in writing and delivered

- to Lessee by personal service or United States Postal Service registered mail at the address shown in this Lease. Such three-person commission shall then have sixty (60) days in which to determine the amount due Lessee by Lessor, and when such determination has been made, said commission shall deliver a written statement of that amount to Lessor and Lessee, by personal service or by United States Postal Service registered mail at the addresses shown herein. Lessor shall then have sixty (60) days to pay Lessee any amount due Lessee as shown by such determination made by the commission so appointed. When paid such determined amount, Lessee agrees to peacefully surrender any interest it may have in the said encroachment or loss. This process shall be binding upon the parties, and shall be the only recourse of the parties.
- 18. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
- 19. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with Government, shall be suspended.
- 20. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the airport.
- 21. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, national origin, or sex, be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- 22. The Lessee agrees that no outside signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of Lessor.
- 23. In the event Lessee shall violate any of the terms or conditions of this Lease, and shall fail after a sixty (60) days' notice in writing from Lessor to rectify such violations, Lessor may, at its option, declare this Lease cancelled and terminated and shall be entitled to immediate possession of the leased premises.

- 24. Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem necessary.
- 25. The dumping of trash by the Lessee or any of its employees on any portion of the Rolla National Airport is forbidden. However, Lessee may dispose of reasonable amounts of trash in a trash bin provided by Lessor to serve the whole of the Airport.
- 26. Lessee will not contract for any services for the benefit of the Lessor without the express written consent of the Lessor.
- 27. This agreement shall extend to and be binding upon the successors, receivers, trustees and assigns of the parties hereto.
- 28. Lessee agrees to bear, pay and discharge when and as the same become due and payable, all judgments and lawful claims for damage or otherwise, including fines resulting from violation of FAA security regulations, against Lessor arising from Lessee's violation of such security regulations during the term of this Lease, and will assume the burden and expense of defending all such suits, or prosecutions whether brought before or after the expiration of this agreement and will protect, indemnify and save harmless Lessor and leased premises from all such claims for damages or otherwise either to persons or property by reason of, or on account of, Lessee's use or occupancy of said demised premises or for any failure on Lessee's part to comply with the statutes and ordinance of any governmental body or agency, either Federal, State or Municipal, wherein the demised premises are situated.
 - 29. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Rolla National Airport.
 - 30. There is hereby reserved to the City of Rolla, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein demised together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known hereafter used for navigation of flight in the air, using said space or landing at, taking off from, or operating on or about the Rolla National Airport.
- 31. Lessee agrees to abide by all FAA rules and regulations including security regulations.
- 32. Nothing herein contained or the failure on the part of the Lessor or its officers, employees or agents, to strictly enforce either or any of the terms or provisions hereof, or the acceptance of rent or license fees, shall operate or be deemed as a waiver by the Lessor of any such terms or provisions of any part of this agreement or of any rights, which may accrue to the Lessor by reason of failure or neglect of Lessee strictly to comply with each and every one of the terms and provisions hereof, on Lessee's part to be kept, observed or performed, and time shall be of the essence of this agreement.
 - 33. Lessee will keep in force at Lessee's expense from the date Lessee first enters upon the leased premises for any purpose and thereafter so long as this lease remains in effect public liability insurance in responsible companies with respect to the leased premises

IV. A.7.

with a minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) on account of bodily injuries to or death of one person and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, and Lessee will further deposit a certificate evidencing such insurance and naming the City of Rolla as an Additional Insured. Lessee agrees that it will immediately notify Lessor if such insurance is cancelled or expires.

- 34. Lessee agrees to pay all required taxes to Maries County, Missouri, if applicable, when due, concerning said leased premises.
- 35. In the event of damage or destruction of buildings:
 - a) If during the term of this lease the hanger is totally destroyed or wholly untenantable Lessee may, at its option, terminate this lease by giving Lessor written notice thereof within sixty (60) days after such damage.
 - b) Should the building be substantially damaged (loss exceeds fifty percent of the value of the property), the Insurer shall deposit with the City twenty-five percent (25%) of the insurance proceeds to ensure full restoration or demolition in accordance with Sec. 6-29 of the Rolla City Code. Said deposit shall be released upon full restoration or demolition.
 - c) Lessee has a right to rebuild the hangar if destroyed and to continue the lease.

IN WITNESS WHEREOF, Lessee has caused this instrument to be executed on its behalf by its duly authorized Trustee and the city of Rolla, Missouri by resolution of its City Council giving authority so to do, has caused this instrument to be executed by its Mayor on its behalf and its corporate seal affixed, on the day and year first above written. This instrument has been executed in duplicate.

CITY OF ROLLA, MISSOURI

April, 2020	April, 2020
BY:	BY:
Louis J Magdits IV, Mayor	Dr. Ronald Wilkerson
	Vichy Enterprises LLC
LESSOR	LESSEE

DEPARTMENT HEAD: Chief Sean Fagan ACTION REQUESTED: Motion

ITEM/SUBJECT: E-Citation Printers

BUDGET APPROPRIATION: n/a DATE: March 16, 2020

Commentary:

With the purchase of our new, county-wide software system, we finally have the opportunity to move away from hand-written tickets and utilize e-citations. This technology should prove to be very beneficial to the officers, citizens, and those who typically process citations from one office to another. The typed form will automatically download into the computer system, saving a lot of time that was formerly spent on data entry and reducing the potential of errors due to misread handwriting. It should also shorten the overall length of time spent on traffic stops.

Due to budget constraints, we were not able to budget for the citation printers as a capital expenditure. Therefore, we are making this purchase from our Seizures and Forfeitures account.

On February 10, bids were opened for 22 new Brother mobile ticket printers and accessories. The following qualifying bids were received:

Business	Bid Per Unit	Total Price
CDW Government	\$636.15	\$13,995.30
SHI International	\$654.49	\$14,398.78
Connection Public Sector Solutions	\$706.10	\$15,534.20
Turn Key Mobile	\$737.00	\$16,214.00
Brite Computers	\$803.00	\$17,666.00

Recommendation:

Staff recommends a motion awarding the bid to CDW Government, the lowest bidder.

ITEM NO.	V.A.1.	

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance Motion / 1st Reading

ITEM/SUBJECT: Project #359 – University Drive Pedestrian Bridge

BUDGET APPROPRIATION: TDD Funded DATE: 03/16/20

COMMENTARY:

City staff received bids for the Pedestrian Bridge over I-44 at University Drive. The bids were as follows:

Kelpe Contracting, Inc.

\$1,785,970.88

17955 Manchester Rd. Wildwood, MO 63038

West Plains Bridge & Grading LLC

\$2,334,800.00

1594 Imperial Center West Plains, MO 65775

Emery Sapp & Sons, Inc. 2031 I-70 Drive NW Columbia, MO 65202 \$2,381,309.80

A copy of the Bid Summary is attached.

Staff is requesting a motion to award the bid to the low bidder, Kelpe Contracting Inc. and the first reading of the ordinance authorizing the Mayor to enter into the contract with Kelpe Contracting, Inc. for \$1,785,970.88 pending concurrence in award from MoDOT. We anticipate receiving concurrence at the MHTC meeting on April 1st, 2020.

BID SUMMARY MoveRolla TDD - University Drive I-44 Pedestrian Bridge Project Rolla, Missouri Wednesday, February 26, 2020, 11:00 A.M.

	Bid Bond	Addenda	Base Bid Total	
Contech Engineered Solutions	NO BID			
Kelpe Contracting, Inc.	YES	YES	\$1,785,970.88	
Lehman Construction, LLC	NO BID			
Donald Maggi, Inc.	NO BID			
Robertson Contractors, Inc.	NO BID			
Emery Sapp & Sons, Inc.	YES	YES	\$2,381,309.80	
SCE, Inc.	NO BID			
US Bridge	NO BID			
West Plains Bridge & Grading, LLC	YES	YES	\$2,334,800.00	

I. B.2.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND KELPE CONTRACTING, INC, FOR UNIVERSITY DRIVE PEDESTRIAN BRIDGE, PROJECT #359.
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:
Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Kelpe Contracting, Inc, for University Drive Pedestrian Bridge, Project #359, a copy of said agreement being attached hereto and marked Exhibit A.
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6th DAY OF April 2020.
APPROVED:
MAYOR
ATTEST:
CITY CLERK
APPROVED AS TO FORM:

CITY COUNSELOR

ORDINANCE NO. _____

V.B.3.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this	Day of	by and
between the City of Rolla, Missouri, Party of the First	Part and hereinafter called	d Owner, and
Kelpe Contracting, Inc.	Party of the	second Part and
hereinafter called the Contractor.		
WITT IPOOPTII		

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: University Drive Pedestrian Bridge, PROJECT 359, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or 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 University Drive Pedestrian Bridge, PROJECT 359.

亚.B.4.

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 onsite 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

J. B.5.

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 \$1,785,970.88 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 \$1800.00 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.

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	CITY OF ROLLA, MISSOURI	CONTRACTOR
Printed Name Printed Name/Title STATE OF MISSOURI SS County of Phelps SS County of Phelps STATE OF MISSOURI SS County of Phelps STATE OF MISSOURI S		
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 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:	Mayor, Owner, Party of the First Pa	rt
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DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Medium Duty Trucks

BUDGET APPROPRIATION: Street \$90,000

Wastewater \$60,000

DATE: 3/16/2020

COMMENTARY:

City staff asked for and received bids for 2020 Model Year Trucks. Multiple bids were received and the bid tabulations are attached. Each recommendation is for the low bidder.

Item #1: Street - 2020 Crew Cab ¾ Ton Pickup w/ Short Bed:

Public Works staff recommends City Council award the bid to Taylor Dodge of Rolla, MO for \$28,947.00. This unit is a planned replacement in the Street Department. We will surplus the existing pickup through GovDeals.

Item #2: Street - 2020 Regular Cab 1 Ton Pickup w/ 8' Bed:

Public Works staff recommends City Council award the bid to Taylor Dodge of Rolla, MO for \$26,654.00. This unit is a planned replacement in the Street Department. We will surplus the existing pickup through GovDeals.

Item #3: Street - 2020 Crew Cab 1/2 Ton Pickup w/ Short Bed:

Public Works staff recommends City Council award the bid to Capitol Dodge of Jefferson City, MO for \$25,175.00. This unit is a planned replacement in the Parks Department. We will surplus the existing pickup through GovDeals.

Item #4: Sewer - 2020 Crew Cab 3/4 Ton Pickup w/ Short Bed:

Public Works staff recommends City Council award the bid to Taylor Dodge of Rolla, MO for \$28,947.00 each for 2 trucks. One unit is a planned replacement in the Sewer Department and will be surplused through GovDeals. The other unit will be an addition to the department.

ITEM NO. II. C HAU. F.



DEPARTMENT OF PUBLIC WORKS 901 North Elm P.O. Box 979 Rolla, MO 65402

Phone: (573) 364-8659

FAX: (573) 364-8602

e-mail: shargis@rollacity.org

www.rollacity.org

City of Rolla Public Works Department 2020 Model Year Trucks Bid Opening March 11, 2020

? 	Taylor Chrysler Dodge Jeep	Decorah Chrysler Dodge Jeep Ram	Alex King Lindsay Ford Inc	Jim Butler Linn Chevrolet	Hutcheson Ford Sales, Inc.	Capitol Dodge
	705 S. Bishop	1807 St. Hwy. 9	260 W Elm	317 W. Main Street	308 N. Outer Road	(From State Coop Bid)
	Rolla, MO 65401	Decorah, IA 52101	Lebanon MO 65536	P.O. Box 796 Linn MO	St. James, MO 65559	Jefferson City, MO
ļ	Michael Miller 573-364-1233	Randy Imoehl 563-382-3591	Alex King 417-532-3146	John Kraus 573-897-2254	Michael C. Tucker 573-647-1539	Jerry Dunn 573-893-5000
ITEM #1 (Street) Standard 2020 or newer Model Crew Cab 3/4 ton Pkup	\$ 28,947.00	\$ 29,498.00	\$ 30,710.00	\$ 31,852.00	\$ 32,590.00	\$ 29,481.00
ITEM #2 (Street) Standard 2020 or newer Model Regular Cab 1 ton Pkup	\$ 26,654.00	\$ 27,004.00	\$ 28,974.00		\$ 28,727.00	
ITEM #3 (Street) Standard 2020 or newer Model Crew Cab 1/2 Ton				,,,		
Pkup ITEM #4 (Sewer) X2	\$ 26,176.00	\$ 26,026.00	\$ 28,426.00	\$ 28,841.00	\$ 29,085.00	\$ 25,175.00
Standard 2020 or newer Model Crew Cab 3/4 ton Pkup	\$ 28,947.00	\$ 29,498.00	\$ 30,710.00	\$ 31,852.00	\$ 32,590.00	\$ 29,481.00
- F	7	7 23,430.00	30,710.00	7 31,632.00	7 32,330.00	25,401.00

I.C. HRUF.



Jonathan Garrett, AIA, NCARB Manager, Design Services Missouri S&T Design, Construction & Space Management

Biography

Jonathan is the Manager of the in-house design team for Design, Construction & Space Management at Missouri S&T. He is a licensed Architect that works with many of the academic and administrative departments on campus to manage, program, estimate, and design architectural and engineering projects that range into the millions of dollars. He leads a team of architectural, engineering, and landscape design professionals that design and manage a majority of the renovation and new construction projects on campus.

Jonathan is very involved in the direction of the University's campus development and physical facilities. He also serves as a member of both the Steering and Adivsory Committees for the 2020 Missouri S&T Master Plan.

亚. D.1.