

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, April 19, 2021; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

PLEDGE OF ALLEGIANCE
Councilperson Lister Florence

I. OLD BUSINESS

- A. **Ordinance** authorizing the Mayor to enter into agreement with Donald Maggi Inc. for Project #493 – Oak Street Improvements (City Engineer Darin Pryor) **Final Reading**
- B. **Ordinance** authorizing the Mayor to enter into agreement with Donelson Construction Co., LLC. for Project #522 – 2021 Microsurfacing. (City Engineer Darin Pryor) **Final Reading**
- C. **Ordinance** authorizing the Mayor to enter into agreement with Don Maggi, Inc. for Project #359 – University Dr. Realignment (Director of Public Works Steve Hargis) **Final Reading**
- D. **Motion** approving sold surplus assets through GovDeals - Oct. 1, 2019 – April 15, 2021. (City Administrator John Butz) **Motion**

II. CONSENT AGENDA

- A. **Motion** to Accept April 6th, 2021 Certified Election Results. (City Administrator John Butz) **Motion**

III. ELECTED OFFICIALS SWEARING-IN CEREMONY

A. Comments/Recognitions of Outgoing Councilmembers:

- i) Councilwoman Rachel Schneider
- ii) Councilman Matt Crowell
- iii) Councilman David Schott
- iv) Councilman John Meusch
- v) Councilwoman Christine Ruder
- vi) Councilwoman Marie Allen

B. Swearing-In of Newly Elected Officials:

- i) Councilwoman Moriah Renaud
- ii) Councilwoman Megan Johnson
- iii) Councilman Matt Fridley
- iv) Councilman Robert Kessinger
- v) Councilman Stanley Mayberry
- vi) Councilwoman Victoria Steen (*Elected as Culver but has since married and changed name*)

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

V. PUBLIC HEARINGS

- A. Ordinance Rezoning: 512 E. 18th Street from M-2, Heavy Manufacturing district to the C-3, Highway Commercial district. (City Planner Tom Coots) **Public Hearing/First Reading**

VI. NEW BUSINESS

- A. **Ordinance** to approve the minor subdivision final plat of Drury Development Addition – 2004/2006 N. Bishop. (City Planner Tom Coots) **First Reading**
- B. **Resolution** approving license agreement for MS&T Little Miners Child Care Center to construct and maintain a canopy within the public right-of-way. (Public Works Director Steve Hargis) **Motion**
- C. **Motion** to allow the temporary closure of 10th Street for the RHS Graduation (Public Works Director Steve Hargis) **Motion**
- D. **Motion** to allow the temporary closure of Pine Street for Dine on Pine. (Public Works Director Steve Hargis) **Motion**

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to award Bid for tractor to be used at the Rolla National Airport. (Public Works Director Steve Hargis) **Motion**
- B. **Motion** accepting the emergency purchase of an HVAC Unit Replacement by RPD. (Chief Sean Fagan)

VIII. CITIZEN COMMUNICATION

- A. Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Council Selection of Mayor Pro-Tempore:
- B. **Motion** reappointing Terry Harris to the Industrial Development Authority. (March 2024) **Motion**
- C. **Motion** reappointing Zach Robinson to the Industrial Development Authority. (March 2025) **Motion**
- D. **Motion** reappointing Maria Bancroft to the Industrial Development Authority. (March 2027) **Motion**

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION

NONE

XII. ADJOURNMENT

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #493 – Oak Street Improvements

BUDGET APPROPRIATION: \$400,000

DATE: 4/19/21

COMMENTARY:

City staff received bids for Project #493 – Oak Street Improvements. The bids were as follows:

Donald Maggi Inc.	\$312,894.50
PO Box 66	
Rolla, MO 65402	

This project will construct new curbs, sidewalks and ramps on Oak Street from 6th Street to Highway 72 and on Olive Street from Highway 72 to the South approximately 150 feet.

Staff is requesting the final reading of an ordinance authorizing the Mayor to enter into the contract with Donald Maggi Inc. for \$312,894,50

ITEM NO. I. A I



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

Oak Street Improvement PROJECT 493 March 17th, 2021						
				Donald Maggi Inc. PO Box 66 Rolla, MO 65402		
ITEM NO.	DESCRIPTION	QTY.		UNIT PRICE	EXTENDED TOTAL	
1.	3' Curb and Gutter	300	LF	\$ 30.00	\$	9,000.00
2	2' Curb and Gutter	4,500	LF	\$ 22.75	\$	102,375.00
3	6" Concrete Drive	5,600	SF	\$ 7.50	\$	42,000.00
4	4" Concrete Sidewalk	25,500	SF	\$ 4.90	\$	124,950.00
5	Truncated Domes	610	SF	\$ 48.20	\$	29,402.00
6	7" Concrete Pavement	650	SF	\$ 7.95	\$	5,167.50
TOTAL BID PRICE					\$	312,894.50

I.A.2

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 _____ **Donald Maggi, Inc.** _____ 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: **Oak Street Improvements, PROJECT 493**, 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 **Oak Street Improvements, PROJECT 493**.

I.A.3

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.

I.A.4

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 \$312,894.50 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract and that the Contractor shall complete said work within 120 consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

OWNER and Contractor recognize time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 12 of the General Conditions. OWNER and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay OWNER Five Hundred dollars (\$ 500) each consecutive calendar day of each section that expires following the time specified above for completion of the work.

Liquidated damages will be waived for any one period of time covered by a time extension granted by the OWNER.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the OWNER by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the OWNER.

The OWNER shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

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.

I.A.5

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

I. A. 6

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI, INC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract between the City of Rolla, Missouri and Donald Maggi, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

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 19th DAY OF APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

I.A.7

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #522 – 2021 Microsurfacing

BUDGET APPROPRIATION: \$550,000.00

DATE: 04/19/21

COMMENTARY:

City staff asked for and received bids for the 2021 Microsurfacing. The bids were:

Donelson Construction Co., LLC	\$464,800.72
1075 Wise Hill Road	
Clever, MO 65631	

This project will seal approximately 7.4 miles of city streets.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Donelson Construction Co. LLC for \$464,800.72.

ITEM NO. I.B.1

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 Donelson Construction Co., L.L.C. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "**2021 Micro Paving Project 522**", 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 the 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 "**2021 Micro Paving Project 522**".

I. B. 2

EXHIBIT A

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

I. B. 3

EXHIBIT A

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 \$464,800.72 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work when Notice to Proceed is issued and complete said work by **August 1, 2021.**

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 \$500.00 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,

I.B.4

EXHIBIT A

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 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

I.B.5



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

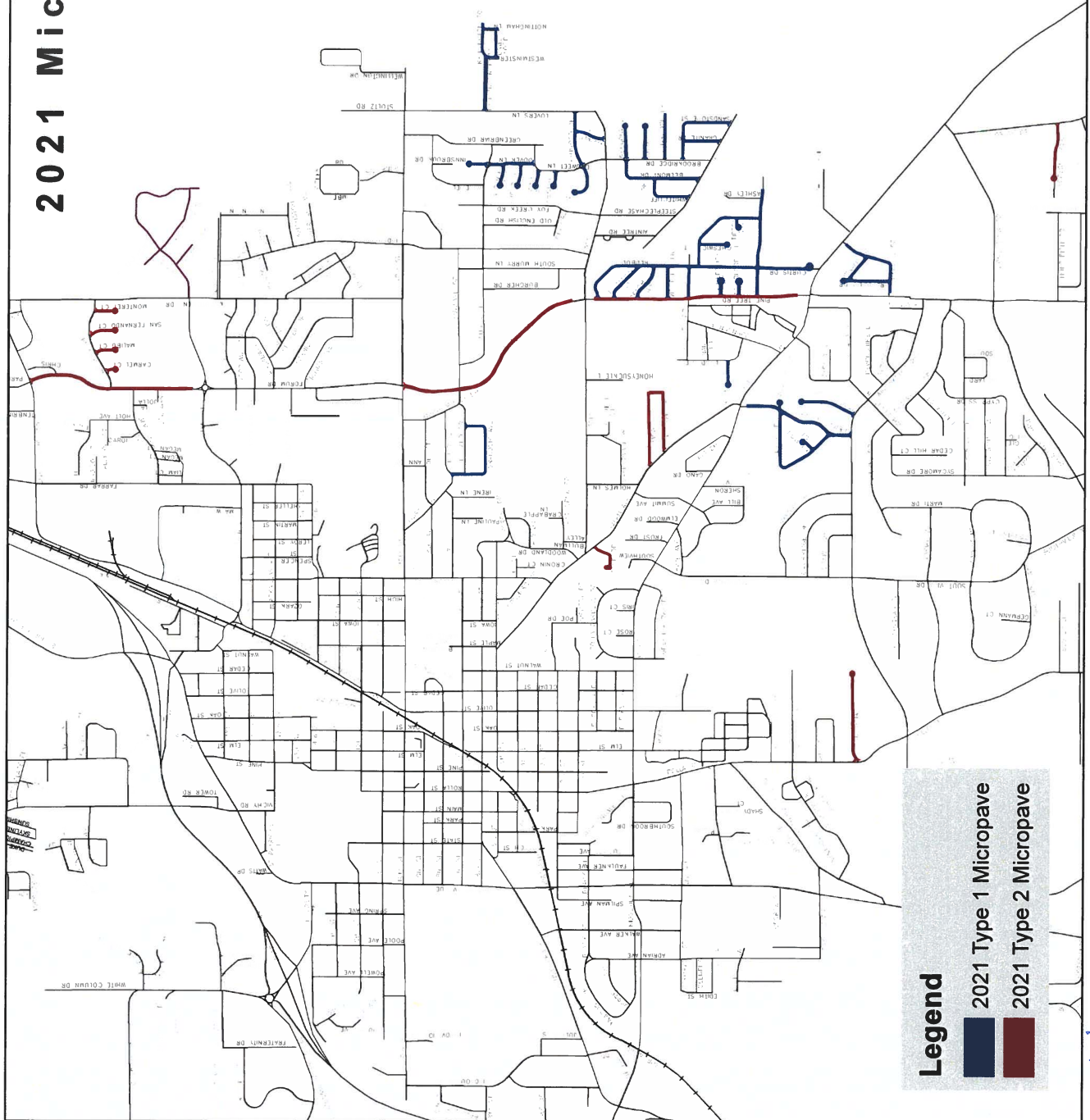
2021 MICRO SURFACING PROJECT 522 MARCH 17, 2021					
			Donelson Construction Co., L.L.C. Michael Donelson 1075 Wise Hill Rd. Clever, MO 65631 Phone: 417-743-2694 E-mail: mdonelson@cleverstone.com		
ITEM NO.	DESCRIPTION	QTY.		UNIT PRICE	EXTENDED TOTAL
1.	MAQS-1	109,631	SY	\$ 2.87	\$ 314,640.97
2.	MAQS-2	46,203	SY	\$ 3.25	\$ 150,159.75
TOTAL BID PRICE				\$	464,800.72

I.B.6

2021 Micropave



STREET NAME	TYPE	LENGTH LF	SQ YARDS
AMBER	Type 1	335	1481
ASHWOOD	Type 1	1283	4856
AUTUMN	Type 1	320	1502
BELMONT	Type 1	502	6520
BRIARWOOD	Type 1	520	2310
BRIGHTON	Type 1	830	3114
CANTTERRIBURY	Type 1	482	1562
CHESWICK	Type 1	336	1583
COMMERCIAL DRIVE	Type 1	1125	3735
CURTIS DRIVE	Type 1	2004	7117
DAMEWOOD	Type 1	385	1086
DOGWOOD	Type 1	578	2256
DONALD DRIVE	Type 1	387	2173
DOVER	Type 1	1160	3638
GRANDISER AVENUE	Type 1	1421	4105
GRANITE	Type 1	513	1808
HALIFAX	Type 1	1622	5735
HAMPTON	Type 1	220	1110
KENSINGTON PKWY	Type 1	760	3787
KENSINGTON SQ	Type 1	480	1344
NEW CASTLE	Type 1	1596	6598
NEWCASTLE CT	Type 1	117	698
MEADOW CT	Type 1	504	1792
NOTTINGHAM LANE	Type 1	238	609
OAK TREE LANE	Type 1	415	1473
OCTOBER	Type 1	459	1222
PEACH TREE	Type 1	516	1834
SHERWOOD DRIVE	Type 1	1356	3918
TIPTON CT	Type 1	86	807
RICHARD FROM PINETREE-REDDUD	Type 1	432	1632
KEENEY CT	Type 1	387	1290
LEONARD AVE	Type 1	1025	2961
PILGRIM	Type 1	240	1091
REDDUD	Type 1	1481	5459
REPUBLIC DRIVE	Type 1	700	2200
SANISTONE	Type 1	1155	4008
SCOTT SWALE	Type 1	1470	5023
VIBURNUM	Type 1	443	1700
WATERFORD	Type 1	241	1548
WESTMINSTER	Type 1	185	469
WHITECLIFF	Type 1	695	2487
CARMEL COURT	Type 2	170	890
ELLIOTT DRIVE	Type 2	1010	652
FOREST DRIVE	Type 2	825	2722
GENE DRIVE	Type 2	510	1730
MALIBU CT	Type 2	316	1414
MONTEREY CT	Type 2	362	1380
PINETREE ROAD FROM SOBST-72 HWY	Type 2	1615	4374
SAN FERNANDO CT	Type 2	406	1665
VICTORIA LANE	Type 2	1300	4787
PINETREE ROAD FROM SOBST-10TH	Type 2	1100	5774
FORUM FROM OLD ST-AROUND ABOUT	Type 2	2360	20815
total		7.4 Miles	155834 sq yards



Legend

- 2021 Type 1 Micropave
- 2021 Type 2 Micropave

I.B.7.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONELSON CONSTRUCTION COMPANY, LLC FOR 2021 MICROSURFACING, PROJECT #522.

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 Donelson Construction Co., LLC, for 2021 Microsurfacing, Project #522, a copy of said agreement being attached hereto and marked Exhibit A.

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 19th DAY OF APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

I. B. 8

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #359 – University Drive Realignment

BUDGET APPROPRIATION: TDD

DATE: 04/19/21

COMMENTARY:

On behalf of the Move Rolla Transportation District, staff requested bids for Project 359- University Drive Realignment. This project moves the present University Drive/ US Highway 63 intersection south to generally align with the present Miner Circle.

The project is part of the Missouri S&T Master Plan and will provide a new direct connection to Miner Circle Drive which serves as the Missouri S&T campus “front door”. The new entrance to campus will be defined by new signage and landscaping that will clearly identify the access to campus and student services.

This new intersection with US Highway will be a new roundabout. This type of intersection was selected after extensive intersection analysis and coordination with MoDOT and FHWA. This intersection type best met the goals of the Move Rolla TDD program, City, and the University by providing an intersection that improved both pedestrian and vehicular safety as well as traffic flow.

At the last meeting City Council awarded the bid to Don Maggi Inc. for the Asphalt Option for \$2,884,920.92, and the first reading of the Ordinance to authorizing the Mayor to enter into an agreement with Don Maggi Inc. for the University Drive Realignment was done.

Staff recommends that the Ordinance authorizing the Mayor to enter into an agreement with Don Maggi Inc. for the University Drive Realignment be approved.

I.C.1

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 Donald Maggi Inc. 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 advertisement for and in connection with the construction of "**University Drive Realignment, 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 the 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 Realignment, Project 359**".

I. C. 2

EXHIBIT A

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

I.C.3

EXHIBIT A

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 \$2,884,920.92 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work when Notice to Proceed is issued and complete said work by **May 15th, 2022.**

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 \$3,000.00 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,

I.C.4

EXHIBIT A

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 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

I.C.5

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI, INC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract between the City of Rolla, Missouri and Donald Maggi, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: That this ordinance shall 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 APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

I.C.6

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Motion

ITEM/SUBJECT: Approval of sold surplus assets through GovDeals & Purple Wave

BUDGET APPROPRIATION: \$68,000 Revenue **DATE: April 19th, 2021**

COMMENTARY:

The City’s Procurement Process allows Staff to sell surplus items online (i.e. GovDeals, Purple Wave) once authorized by City Council subject to a periodic report on same. We continue to be very pleased with the value of surplus vehicles, trucks, and equipment through such on-line sources as opposed to direct local (advertised) sales.

Attached is the list of items sold via GovDeals and Purple Wave over the last year. Council approval is required for Proper accounting controls.

Recommendation: Motion to ratify the Oct 1, 2020 – Apr 15, 2021 listing of Surplus Sales on GovDeals.

I.O.I

Description	Buyer	Buyer's City	State	Sold Amount	Net Results	Bids	Auction End Date	Make
Kenmore Washer and dryer	Karoline Littlefield	Austin	TX	\$130.00	\$120.25	26	21-Oct-20	Kenmore
Kenmore Washer	Tammi Palmer	Cuba	MO	\$62.00	\$57.00	13	21-Oct-20	Kenmore
Kenmore Electric Range	William Johannsen	West Plains	MO	\$22.00	\$17.00	7	21-Oct-20	Kenmore
Kenmore Gas Range	Karoline Littlefield	Austin	TX	\$127.00	\$117.48	19	21-Oct-20	Kenmore
Admiral Refrigerator	William Johannsen	West Plains	MO	\$14.00	\$9.00	4	21-Oct-20	admiral
Kenmore refridgerator	William Johannsen	West Plains	MO	\$6.00	\$1.00	1	21-Oct-20	Kenmore
Kitchen Aide Fridge	Heather Allsman	West Plains	MO	\$135.00	\$124.88	22	21-Oct-20	Kitchen Aide
Frigidaire washer/dryer	Karoline Littlefield	Austin	TX	\$127.00	\$117.48	23	21-Oct-20	Frigidaire
Kenmore water softener	Ben Butler	Walnut Shade	MO	\$55.50	\$50.50	12	21-Oct-20	Kenmore
Slide tray	DAVID FOREMAN	Springfield	MO	\$37.02	\$32.02	11	21-Oct-20	
Peavey guitar amp	Doug Rendleman	Rhineland	MO	\$27.00	\$22.00	5	21-Oct-20	Peavey
Hamilton Beach microwave	Tammi Palmer	Cuba	MO	\$8.00	\$3.00	2	21-Oct-20	Hamilton Beach
Haier compact fridge	Ben Butler	Walnut Shade	MO	\$8.00	\$3.00	2	21-Oct-20	Haier
GE Microwave	Ben Butler	Walnut Shade	MO	\$6.00	\$1.00	1	21-Oct-20	GE
Emerson microwave	Ben Butler	Walnut Shade	MO	\$6.00	\$1.00	1	21-Oct-20	Emerson
Commercial walk in cooler	Rodney Grisham	Rolla	MO	\$265.00	\$245.13	21	21-Oct-20	
2011 Harley-Davidson FLHTP	Terry Higdon	Jacksonville	FL	\$8,400.00	\$7,770.00	53	9-Nov-20	Harley-Davidson
John Deere 301A	George Pizzo	Bonne Terre	MO	\$3,252.00	\$3,008.10	60	10-Nov-20	John Deere
7ft John Deere 3 point blade and a set of wheel weights.	Kyle Pinkston	Saint James	MO	\$360.00	\$333.00	20	10-Nov-20	
3 point concrete mixer in good working order.	William m. McGarvin	Las Vegas	NV	\$436.00	\$403.30	40	10-Nov-20	
2003 Chevrolet Silverado 2500HD 4WD	Beau Kissinger	Fordland	MO	\$3,550.00	\$3,283.75	41	24-Nov-20	Chevrolet
Summa T1400SL Sign Cutting Machine	Jeremy McKenzie	Columbia	MO	\$625.00	\$578.13	29	12-Nov-20	Summa
2002 Chevrolet S10 Pickup LS Crew Cab 4WD	Joe Mattox	Bourbon	MO	\$4,150.00	\$3,838.75	78	16-Dec-20	Chevrolet
2002 Ford Ranger XLT SuperCab 4WD - 393A	Dathan Hyle	Unionville	MO	\$2,300.00	\$2,127.50	51	26-Jan-21	Ford
Kubota - F3680 mower	Michael Heberlie	Perryville	MO	\$4,300.00	\$3,977.50	61	16-Mar-21	Kubota
				\$28,408.52	\$26,241.77			

H. D. O

John Butz

From: auction@purplewave.com
Sent: Monday, January 06, 2020 10:28 AM
To: John Butz
Subject: Auction Settlement: 191217-154310



Purple Wave, Inc.
866-608-9283
www.purplewave.com

Settlement

191217-154310
Auction Date: 2019-12-17
Print Date: 2020-01-06

John Butz
City of Rolla, MO
901 N Elm St
ROLLA, MO 65401

Phone: (573) 426-6948
Email: jbutz@rollacity.org

Your settlement has been processed in accordance with the terms as outlined in your auction contract. Additional auction details can be viewed anytime by logging into your Purple Wave account.

Bidder	Item	Qty	Description	Comm	Amount
24331	DB10150		2005 Freightliner Business Class M2 roll-off container truck	0% commission G - Listing Fee Waived	\$42,000.00
			<ul style="list-style-type: none"> • 109,151 miles on odometer • Mercedes-Benz MBE900 6.4L L6 diesel engine • Automatic transmission • Tandem axle • AC and heat • Heated mirrors • PTO • 22'10"L x 35"W roll-off bed <ul style="list-style-type: none"> ○ Hydraulic roll tarp ○ Serial KP60-1740R • Spring suspension • Air brakes • 11R22.5 tires • GVWR 53,200 lbs • Dead batteries 		

Missouri title
1FVHC3CS05HV10192
[City of Rolla](#)
[2301 McCutchen Road](#)
[Rolla, MO 65401](#)

Bid Total:				\$42,000.00
Commission	Description	Rate	Subtotal	
2	0% commission	0	\$42,000.00	\$0.00
Fee Description				Amount
Fee G				Fee Waived
				\$0.00
Total:				\$42,000.00
54432 processed & mailed 1/3/2020. Check				\$42,000.00

I.O.3

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPT: John Butz  City Administrator **ACTION REQUESTED:** Motion

SUBJECT: Consider Motion Accepting the April 6, 2021 Certified Election Results

BUDGET APPROPRIATION (IF APPLICABLE): N/A **DATE:** April 19, 2021

COMMENTARY: Attached are the election results from the April 6th, 2021, election as certified by the Phelps County Verification Board.

Recommendation: A motion accepting the April 6th, 2021, election results as certified by the Phelps County Verification Board.

II.A.1

Pamela K. Grow

PHELPS COUNTY CLERK

200 North Main, Suite 102
Rolla, Missouri 65401

April 9th, 2021

Ph: 573-458-6101
Fax: 573-458-6119

City of Rolla
Attn: Lorri Thurman, City Clerk
901 N. Elm St.
Rolla, MO 65401
573-426-6947 Fax

VERIFICATION BOARD CERTIFICATION OF ELECTION RESULTS APRIL 6, 2021 GENERAL MUNICIPAL ELECTION FOR THE CITY OF ROLLA

Ward 1 Council, Rolla, Vote for One	Regular Votes	Absentee Votes	Total
Rachel Schneider	**	**	100
Moriah Renaud	**	**	103

** Not separately categorized pursuant to RSMo 115.507, to prevent disclosure

Ward 2 Council, Rolla, Vote for One	Regular Votes	Absentee Votes	Total
Megan Johnson	133	4	137
Matthew Crowell	94	9	103
Ben M. Bell II	30	0	30

Ward 3 Council, Rolla, Vote for One	Regular Votes	Absentee Votes	Total
David Schott	166	3	169
Matt Fridley	262	10	272

Ward 4 Council, Rolla, Vote for One	Regular Votes	Absentee Votes	Total
Robert Kessinger	303	15	318
Dave Clifton	149	13	162
William K. Hahn II	252	13	265


Ward 5 Council, Rolla, Vote for One	Regular Votes	Absentee Votes	Total
Marie Allen	74	5	79
Stanley Mayberry	111	6	117

II. A. 2

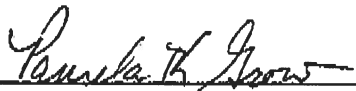
CERTIFICATION OF ELECTION RESULTS
CITY OF ROLLA
APRIL 6, 2021 GENERAL MUNICIPAL ELECTION
PAGE 2

Ward 6 Council, Rolla, Vote for One	Regular Votes	Absentee Votes	Total
Victoria Culver	42	3	45
Robert Wayne Miller	18	1	19
Christine Ruder	30	0	30


Elizabeth Pross
Democratic Verification Judge


Wilbur Galen Johnson
Republican Verification Judge




Pamela K. Grow, Phelps County Clerk

II. A.3



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 512 E 18th Street from the M-2, Heavy Manufacturing district to the C-3, Highway Commercial district

(ZON21-01)

MEETING DATE: April 19, 2021

Application and Notice:

Applicant - Andrew Almany
Owner - Patricia Ransdall
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; information available on city website

Background:

The applicant leases the property and has sub-leased the property for commercial uses. However, at that time the sub-leaser was informed that the commercial use would require a rezoning to be able to continue. That particular use ceased operations a few months ago.

The applicant seeks to use the building for an indoor batting cage and baseball training facility. The facility is not planned to be open to the public at this time, rather, a team or group would rent the entire facility for exclusive use or would have exclusive access at certain times or days.

The property is currently served by a partially paved driveway and parking area. Ordinarily, a change in use would require that the parking and paving be paved. In this case, the applicant has verified that the area is mostly paved but partially covered in gravel to fill potholes.

Property Details:

Current zoning - M-2, Heavy Manufacturing to C-3, Highway Commercial
Current use - Vacant
Proposed use - Indoor batting cages and baseball training
Land area - About 28,000 sq. ft.

V. A. 1

Public Facilities/Improvements:

- Streets - The subject property has frontage on 18th Street, an arterial road.
- Sidewalks - No sidewalks are currently located adjacent to the subject property. Sidewalks may be required if the property is re-developed.
- Utilities - The subject property should have access to all needed public utilities.
- Drainage - The property is already fully developed.

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

Discussion: The subject property is located in an area in transition from more manufacturing and industrial uses to more commercial uses. The area used to be more isolated, but 18th Street/Walnut now connects across the railroad tracks. With the additional visibility, the area was designated as appropriate for commercial uses in the 2000/2005 Comprehensive Plan – a departure from the previous plans. Three other formerly industrial properties have been rezoned to allow for commercial uses.

The industrial zoning allows for many uses which would not be compatible near the adjacent residential areas. Commercial zoning would allow for a transition to more compatible and expected uses for the area. Ideally, the entire area south of 18th Street and most areas west of the railroad tracks would be rezoned from the M-2 zoning.

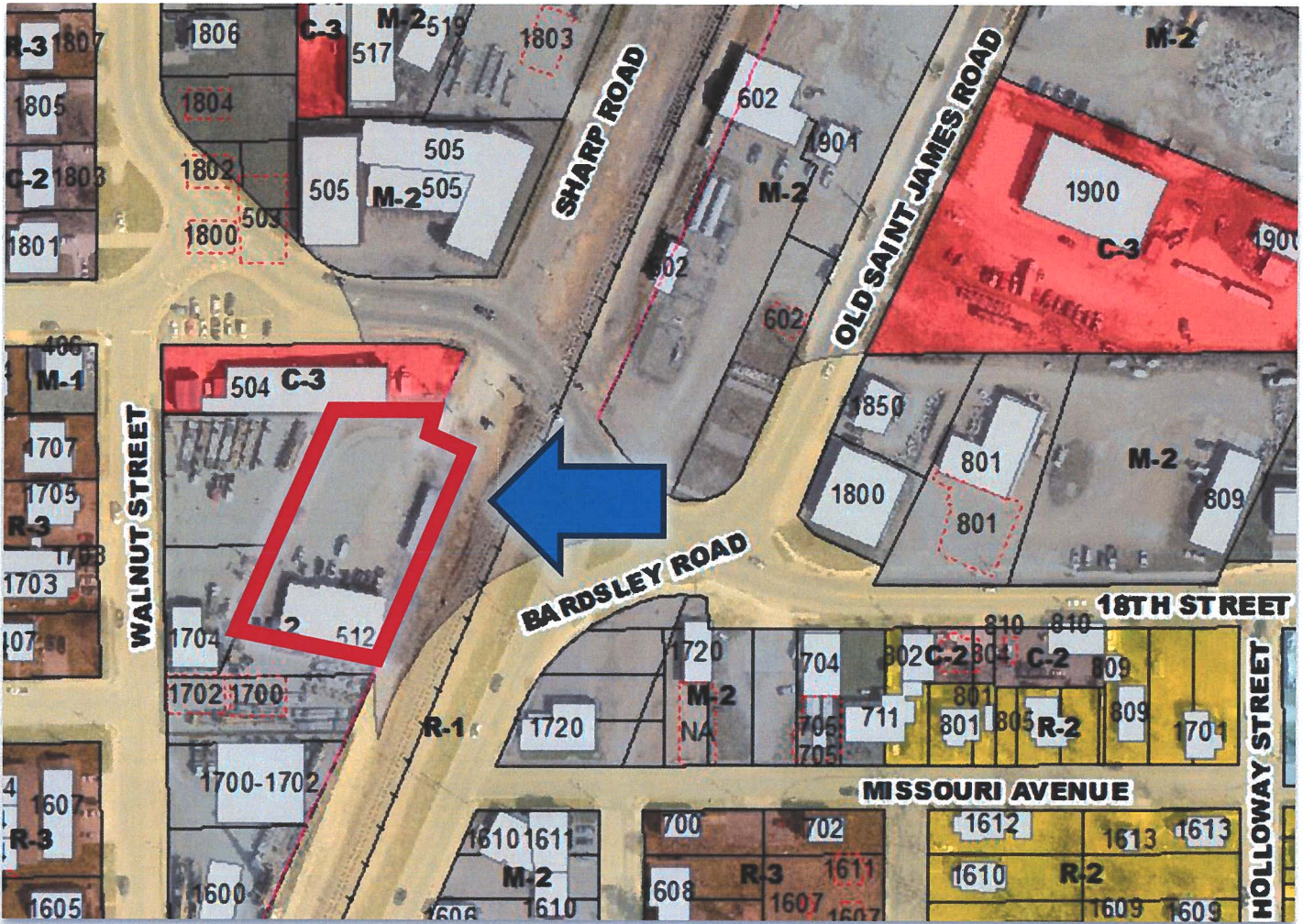
The requested C-3, Highway Commercial zoning would allow for the planned batting cage use. The C-2, General Retail district would also allow for the proposed use in addition to further limiting the commercial uses allowed.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on April 13, 2021 and voted 5-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance; Public Notice Letter; Letter of Request



Project Information:

Case No: ZON21-01
 Location: 512 E 18th Street
 Applicant: Patricia Ransdall
 c/o Andrew Albany

Request:
 Rezoning from the M-2, Heavy Manufacturing district to the C-3, Highway Commercial district



Public Hearings:

Planning and Zoning Commission
April 13, 2021
5:30 PM
 City Hall: 1st Floor

City Council
April 19, 2021
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

V.A. 3



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

All that part of the Northwest Quarter of the Southwest Quarter of Section 1, Township 37 North, Range 8 West of 5th P.M. in Rolla, Missouri, described as follows: Commencing at the Southeast corner of Block 15, Schuman's Addition to Rolla, Missouri; thence North 89 degrees -33' - 20" East, 107.4 feet along the North line of 17th Street extended to the true point of beginning of the tract hereinafter described: thence continuing North 89 degrees - 33' - 20" East, 141.27 feet along the North line of 17th Street extended to the West right-of-way of Burlington-Northern Railroad; thence North 23 degrees - 21' - 40" East, 217.45 feet along said West right of way; thence North 66 degrees - 38' - 20" West, 40.0 feet along the South right-of-way of Old St. Louis-Springfield Road; thence North 23 degrees - 21' - 40" East, 27.3 feet along the West right-of-way of Old St. Louis-Springfield Road' thence South 89 degrees - 32' - 40" West, 97.67 feet; thence South 23 degrees - 20' - 40" West, 262.32 feet to the true point of beginning. Above tract contains .75 acres +/-.

Less and except the following:
 A fractional part of the Northwest Quarter of the Southwest Quarter of Section 1, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southeast Corner of Block 15 of Schuman's Addition, Rolla, Missouri; thence North 89 degrees - 12' - 50" East, 107.53 feet to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-4856, the true point of beginning of the hereinafter described tract: Thence North 22 degrees - 52' - 50" East, 45.35 feet along the easterly line of said Document No. 2007-4856 parcel; thence South 77 degrees - 41' - 50" East, 131.38 feet to the westerly right of way of the Burlington Northern-Santa Fe Railroad; thence South 22 degrees - 51' - 10" West, 12.29 feet along said westerly right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-5448; thence South 89 degrees - 00' West, 141.24 feet along the North line of said Document No. 2007-5448 parcel to the true point of beginning. Above described tract contains 0.09 acre, more or less, per plat of survey J-1074, revised April 16, 2014, by Archer-Elgin Surveying and Engineering, LLC.

V.A. 4





March 4, 2021

Letter of Intent: 512 E. 18th Street

To Whom It May Concern:

512 E. 18th street is a 28,749 square foot lot with a 4,000 square foot lot manufactured steel building on the lot. Our intent for the building is to provide a baseball/softball hitting facility for both local members of the city of Rolla and to also bring in individuals outside of Rolla as well.

The training facility will host 3 operational batting cages and will operate 24/7 via key code access. The building will have minimal staffing and will be monitored 24/7 by Central Dispatch here in Rolla, MO. The business will be managed by Three-Two Enterprises, LLC.

Our goal for this project is to not only supply a much-needed facility to the members of the community but to also strong business to the City of Rolla.

Sincerely,

Andrew Almany & Duane Spurgin

V.A.5

ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE RE-ZONING OF 512 E 18TH STREET FROM
M-2, HEAVY MANUFACTURING TO C-3, HIGHWAY COMMERCIAL DISTRICT
(ZON21-01)**

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 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 April 13, 2021 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 April 19, 2021 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 M-2 (Heavy Manufacturing) to C-3 (Highway Commercial) Zoning described as follows:

All that part of the Northwest Quarter of the Southwest Quarter of Section 1, Township 37 North, Range 8 West of 5th P.M. in Rolla, Missouri, described as follows:

Commencing at the Southeast corner of Block 15, Schuman's Addition to Rolla, Missouri; thence North 89 degrees -33' - 20" East, 107.4 feet along the North line of 17th Street extended to the true point of beginning of the tract hereinafter described: thence continuing North 89 degrees - 33' - 20" East, 141.27 feet along the North line of 17th Street extended to the West right-of-way of Burlington-Northern Railroad; thence North 23 degrees - 21' - 40" East, 217.45 feet along said West right of way; thence North 66 degrees - 38' - 20"

V. A. G

West, 40.0 feet along the South right-of-way of Old St. Louis-Springfield Road; thence North 23 degrees – 21’ – 40” East, 27.3 feet along the West right-of-way of Old St. Louis-Springfield Road’ thence South 89 degrees – 32’ – 40” West, 97.67 feet; thence South 23 degrees – 20’ – 40” West, 262.32 feet to the true point of beginning. Above tract contains .75 acres +/- . This survey is recorded in Phelps County Surveyor’s Records, Book “I”, Page S-5804A.

Less and except the following:

A fractional part of the Northwest Quarter of the Southwest Quarter of Section 1, Township 37 North, Range 8 West of the 5th P.M. described as follows:

Commencing at the Southeast Corner of Block 15 of Schuman’s Addition, Rolla, Missouri; thence North 89 degrees – 12’ – 50” East, 107.53 feet to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-4856, the true point of beginning of the hereinafter described tract: Thence North 22 degrees – 52’ – 50” East, 45.35 feet along the easterly line of said Document No. 2007-4856 parcel; thence South 77 degrees – 41’ – 50” East, 131.38 feet to the westerly right of way of the Burlington Northern-Santa Fe Railroad; thence South 22 degrees – 51’ – 10” West, 12.29 feet along said westerly right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-5448; thence South 89 degrees – 00’ West, 141.24 feet along the North line of said Document No. 2007-5448 parcel to the true point of beginning. Above described tract contains 0.09 acre, more or less, per plat of survey J-1074, revised April 16, 2014, by Archer-Elgin Surveying and Engineering, LLC.

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 THIS 3RD DAY OF MAY, 2021.

APPROVED:

ATTEST:

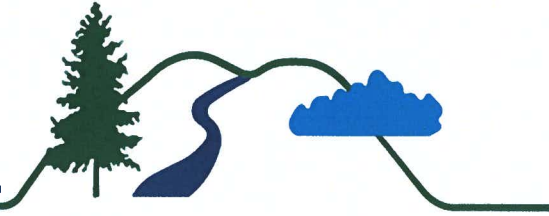
Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

V.A.7



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: Drury Development Addition: Final Plat for Minor Subdivision to subdivide property located at 2004/2006 N Bishop into two commercial lots

(SUB20-01)

MEETING DATE: April 19, 2021

Application and Notice:

Applicant/Owner- Graham Ruopp (Drury Development Corporation)
Public Notice - Information available on city website

Background:

The subject property is currently one large tract with several commercial uses on the same property. Currently, a restaurant, motel, telecommunications towers, and billboard are located on the property. The applicant seeks to subdivide the property into two commercial lots, with the restaurant on one lot, and the motel and other uses on the other lot so they can be sold separately. The lots may then be redeveloped or further developed.

The property is zoned C-2, General Retail as well as M-2, Heavy Manufacturing. There may be a need for rezoning portions of the property depending on how it is redeveloped.

Property Details:

Current zoning - C-2, General Retail and M-2, Heavy Manufacturing
Current use - Commercial (Steak and Shake restaurant and Pear Tree Inn motel)
Proposed use - Not disclosed
Land area - Lot 1: 1.74 acres; Lot 2: 6.81 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Bishop Ave, an arterial road.
Sidewalks - Sidewalks are no located adjacent to the property. Sidewalks may be required if the property is redeveloped.
Utilities - The subject property should have access to all needed utilities.
Drainage - Drainage will be reviewed at the time of development, if redeveloped.

VI.A.1

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

Discussion: The proposed plat appears to meet all zoning and subdivision requirements. Lot 2 would not have frontage on Bishop Ave, but would be accessed through an access easement. Commercial lots are not required to have road frontage. The plat will allow for the existing buildings to be sold on separate lots. The plat would also grant several easements that were needed for existing utilities.

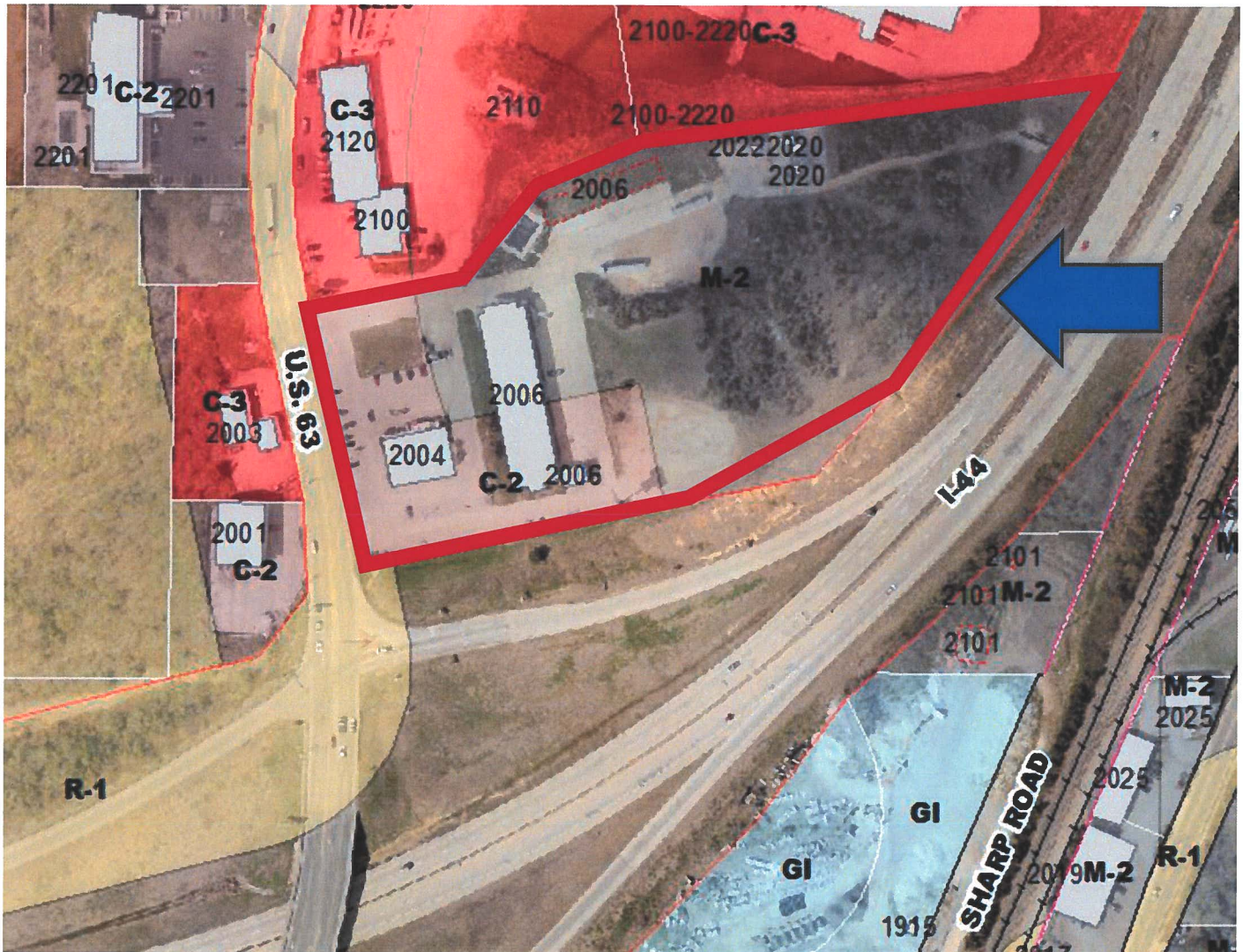
Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a meeting on April 13, 2021 and voted 5-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Final Plat, Area Map, Ordinance

VI.A.2



Project Information:

Case No: SUB20-01
 Location: 2004/2006 N Bishop
 Applicant: Drury Development Corporation
 Request:
 Minor Subdivision to create two commercial lots



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

VI.A-3

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF DRURY DEVELOPMENT ADDITION.

(SUB 20-01)

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3RD DAY OF MAY, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

VI.A.5

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT: License Agreement with Missouri S&T for Canopy within the right-of-way of Elm Street

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 4/19/2021

COMMENTARY:

Attached is a proposed license to allow the Missouri University of Science and Technology Little Miners Child Care Center to construct and maintain a canopy within the public right-of-way. This canopy would be located adjacent to 1207 Elm Street.

S&T is renovating the Bell Cultural Center to house the new Little Miners Child Care Center. Attached is a copy of a post from the S&T website describing the project.

The canopy will encroach approximately 6 feet into the right-of-way of Elm Street and will be used to cover the main entrance to the facility. The public sidewalk area will not be impacted. A drawing is attached to the agreement depicting this proposed canopy and its location.

Staff recommends approval.

ITEM NO. VI. B. 1

Missouri S&T wins \$2.7 million CARES Act grant to establish child care center

Posted by [Sarah Potter](#)

On October 9, 2020

Missouri S&T will establish a child care center on campus after winning a multimillion-dollar grant as part of the Coronavirus Aid, Relief and Economic Security (CARES) Act Child Care Plan.

Missouri Gov. Mike Parson [announced](#) on Friday, Oct. 2, that Missouri S&T would receive \$2,710,252 to provide child care to the Rolla region.

“Access to quality child care is critical for working families, and attending college is often a full-time job,” Parson said. “With this funding, we have an opportunity to not only expand access to child care for student parents, but also strengthen our early childhood offerings, both of which are crucial to developing a strong workforce and moving our state forward.”

Missouri S&T interim [Provost Stephen Roberts](#), the grant’s lead author, says the facility will transform Rolla and Phelps County into a more desirable home for university students and employees.

“The Little Miners Child Care Center will help satisfy one of our community’s greatest needs by providing affordable, high-quality child care,” says Roberts. “The establishment of a child care center has been a long-time priority for our staff, faculty and students who are parents of small children, and the center will become fully integrated into our diverse and vibrant campus life. It will certainly benefit from the stability of location at a public land-grant university with a 150-year history of growth and continuous operation.”

Vl. B. 2

Missouri awarded grants to five university campuses to expand access to high-quality child care, especially for low-income families, by requiring that at least 30 percent of the children enrolled be eligible for child care subsidies.

“We’re pleased to be able to serve low-income families because we can provide high-quality child care to our students, employees, staff and community members,” says [Dr. Kathy Northcut](#), Missouri S&T’s interim vice provost of academic support and co-author of the grant. “The university has been attempting to establish a child care center for more than a decade.”



Missouri S&T's Southwestern Bell

Cultural Center was built in 1959 and currently houses cultural programs. The university will renovate the building for the new Little Miners Child Care Center. Photo by Missouri S&T

At Missouri S&T, the Little Miners Child Care Center (LMC3) will be located at 1207 N. Elm St. in the Southwestern Bell Cultural Center. The university will use the majority of the grant funding to remodel the building to meet health, safety and sanitation standards. The facility will enroll up to 76 children ages 6 weeks to 5 years.

V.I.B.3

LMC3 will provide relief for families in Phelps County, where only 11% of demand for child care is met with existing licensed facilities, according to a 2018 Missouri Budget Project report. Qualifying members of the community include undergraduate students, graduate students, campus staff, faculty and Rolla area workers.

In accordance with Missouri S&T's mission, the university chose STEM-focused curricula to provide the children a solid start on these subjects. LMC3 will include an outdoor container garden, and students will have the opportunity to care for the plants, fruits, vegetables and herbs grown on site. The center's program services will be developed in partnership with S&T's teacher education and certification department and the early childhood program of The Community Partnership of Rolla, a local non-profit that provides services for children and families.

Roberts says the child care center also helps meet S&T's objective of inclusive excellence by improving access for and retention of underrepresented students, staff and faculty. He says the university is always seeking ways to improve recruitment of women and underrepresented populations.

The center will open by fall 2021 after renovations to the building are complete and a director and staff are hired and trained.

RESOLUTION NO. 1989

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A GRANT OF LICENSE BY THE CITY OF ROLLA BETWEEN MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY LITTLE MINERS CHILD CARE CENTER AND THE CITY OF ROLLA, FOR THE CONSTRUCTION AND MAINTENANCE OF A CANOPY.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Grant of License by the City of Rolla between Missouri University of Science and Technology Little Miners Child Care Center, and the City of Rolla, Missouri, for the construction and maintenance of a canopy 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 19TH DAY OF APRIL 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Vl. B. 5

EXHIBIT A

GRANT OF LICENSE BY THE CITY ROLLA

This is a license to Missouri University of Science and Technology Little Miners Child Care Center at 1207 North Elm Street, Rolla, Missouri, to utilize certain City-controlled public right of way described herein for the following purposes:

To construct and maintain a canopy within the public right-of-way adjacent to 1207 North Elm.

In consideration of the payment of the sum of One Dollar, paid to the City of Rolla, the City of Rolla does hereby grant Missouri University of Science and Technology Little Miners Child Care Center the use of the below described property for the purpose set out above subject to the following terms and conditions:

- 1) The City property to be used is described as follows:
 - A) Construct and maintain a canopy within the public right-of-way of Elm Street adjacent to 1207 North Elm Street. The canopy will be constructed as shown in the Exhibit A.
- 2) Licensee accepts the above described property as is and agrees to keep said property in good repair to prevent any change in condition or prevent any dangerous condition or unattractive nuisance from developing.
- 3) Licensee shall not sublet the properties described herein or any part thereof or assign use of the right of ingress and egress to said property to any person or persons or in any way allow any other usage of said property unless described herein without the written consent of the City of Rolla.
- 4) The term of this license shall begin _____, 2021 and shall remain as long as said use is owned by Missouri University of Science and Technology Little Miners Child Care. Said license may be terminable upon ninety (90) days' notice to licensee unless the City of Rolla shall declare same an emergency and in that case the City of Rolla may obtain possession of said property and cause the use herein set out to cease.
- 5) Licensee shall be required to provide a Certificate of Insurance in such sums as shall be necessary to protect the City of Rolla and further shall require that the City of Rolla be listed as co-insured on any policy held by licensee. The licensee shall hold the City harmless from any incident or accident arising out of the use or operations specified herein.
- 6) This license is not an easement, shall not be considered an easement, and this document may not be recorded in the recorder of deeds' office in any county in the State of Missouri or anywhere else. This is a license and, therefore, a limited grant, **not** running with the land and giving no rights other than those set out herein in the properties described herein.
- 7) Licensee covenants and agrees that City shall not be liable for any claims, actions, damages, liability or expense in connection with loss of life, personal injury and/or damage to property, however caused, or for any other damages or liability, arising from or out of the occupancy or use by the Licensee of City's property or any part thereof, or occasioned by persons coming on City's property with the express or implied invitation of Licensee, or arising from or

V.I.B. 6

out of any activity of Licensee on the property of the City, including without limitation any use or activity permitted under this License.

- 8) Licensee covenants and agrees, at Licensee's sole cost and expense, to indemnify, defend the City (with legal counsel reasonably acceptable to the City), and hold the City, its officers, employees, agents, successors and assigns, harmless from and against any and all claims, suits, administrative proceedings, losses, judgments, damages, encumbrances, liens, defense costs, attorney fees, that may be incurred by, asserted or awarded against City as a result of or arising out of the occupancy or use by the Licensee of the City's property or any part thereof, or occasioned by persons coming on the City's property with the express or implied invitation of Licensee, or arising from or out of any activity of Licensee on the City's property, including without limitation, any use or activity permitted under this License, or as a result of or arising from any breach by Licensee of Licensee's obligations under this License. Licensee's obligations and liabilities as to such indemnification shall survive the term of this License.
- 9) This License shall be deemed to have been granted and made in Phelps County, Missouri, and is governed by the laws of the State of Missouri. Licensee agrees that this License concerns solely the use of certain real property situated in Phelps County, Missouri, owned by the City and to be used by Licensee in the pursuit of a for profit business endeavor and enterprise. For these reasons, Licensee freely and voluntarily agrees that any legal action which may in the future be brought concerning the meaning of this License, the parties' respective rights under this License, the enforcement of this License, or to seek a remedy of a breach of this License, shall be filed and instituted in the Circuit Court of Phelps County, Missouri.
- 10) As a material inducement to the City to grant this License and for the City to permit Licensee to engage in any activity permitted under this License, Licensee warrants and represents to the City (i) that the person executing this License in behalf of Licensee has been duly authorized by a Resolution of the Missouri University of Science and Technology Little Miners Child Care Center to execute this License and to bind Licensee thereby; and (ii) that upon such execution, this License shall constitute a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms and conditions.
- 11) With the grant of this License, City does not waive any governmental or sovereign immunity and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this License.
- 12) Should the City employ attorneys to enforce any of the terms and provisions of this License, or to remedy a breach or default of the terms and provisions of this License, including the institution and prosecution of any lawsuit or other legal action against Licensee, and should a final judgment be entered in favor of the City as a result, Licensee agrees to pay the City all reasonable costs, charges and expenses, litigation costs and suit monies, including attorneys' fees, expended or incurred in connection therewith.

Dated and signed this _____ day of _____ 2021.

City of Rolla, Missouri

By: _____
Louis J. Magdits, IV,
Mayor

ATTEST:

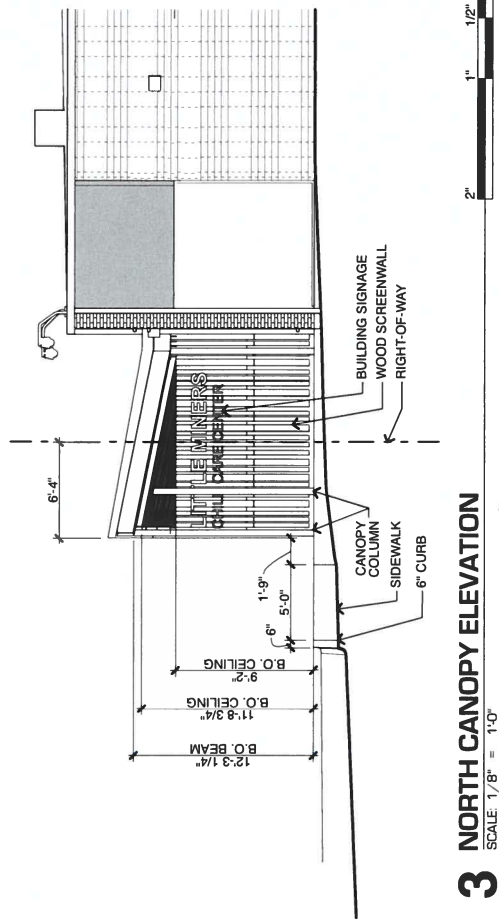
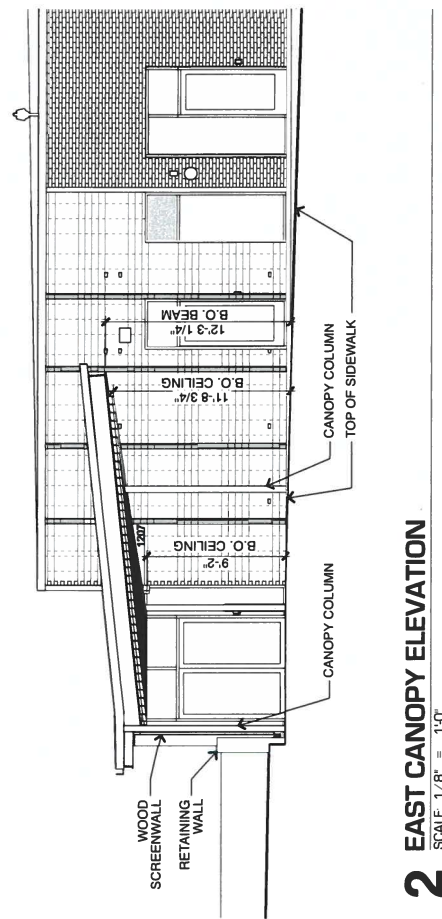
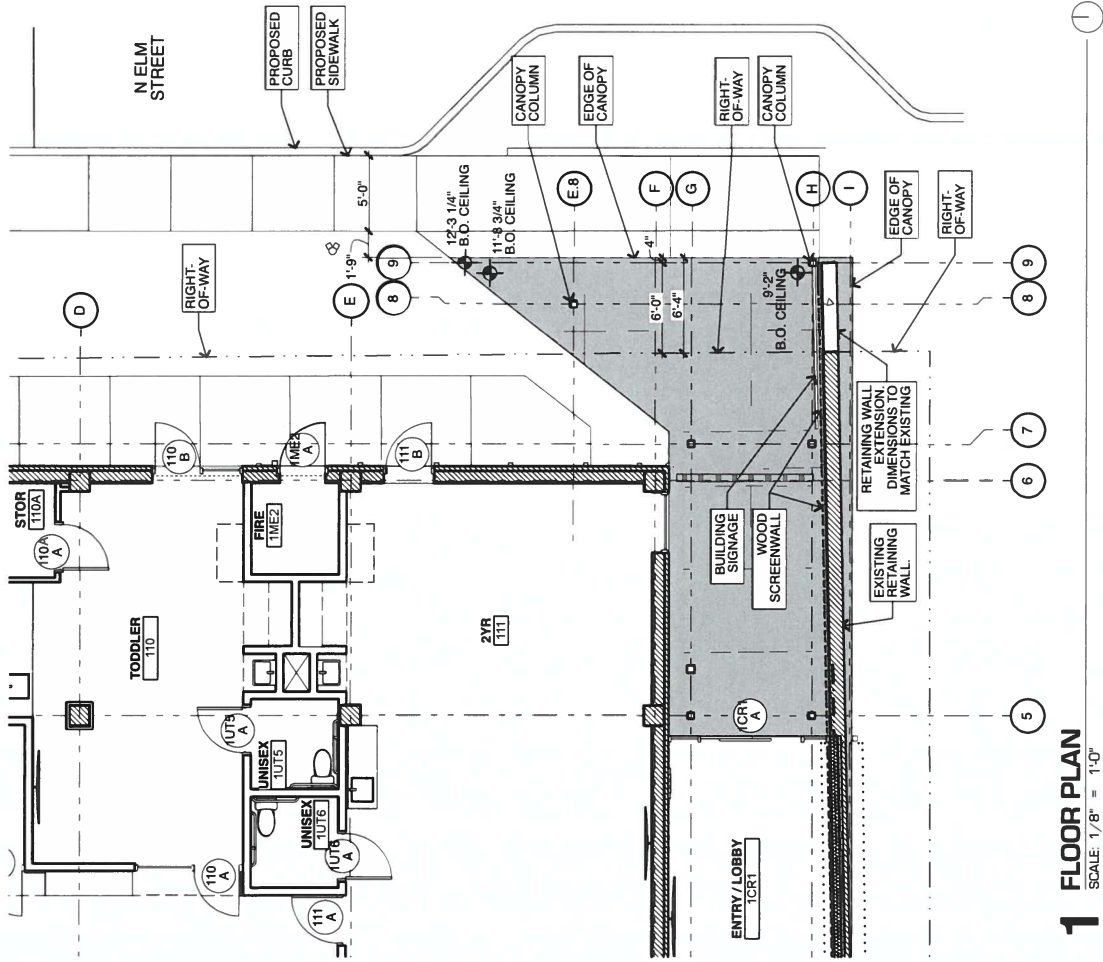
Lorri Thruman, City Clerk

Missouri University of Science and
Technology Little Miners Child Care
Center

By: _____
[printed name]

[title of authorized person signing]

V.I.B. 8



Missouri University of Science and Technology
Little Miners Child Care Center

Missouri University of Science and Technology
1207 N Elm
Rolla, MO 65401

VI.B.9

Issued	02/26/21
Revised	AS NOTED
Scale	CC
Drawn	AW
Checked	AW
Job	20033

EXHIBIT A

DAKE | WELLS
architecture
1316 park street, suite 310
rolla, missouri 65401
phone: 660.338.3333
www.dakewells.com
State of Missouri
State Architectural Authority #2004020972
COPYRIGHT 2021, DAKE WELLS ARCHITECTURE, INC.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: The Temporary Closure of 10th Street for the Rolla High School Graduation

BUDGET APPROPRIATION: N/A

DATE: 4/19/21

COMMENTARY:

We have a request to close 10th St. from Cedar to Holloway from 7:30 p.m. to 9 p.m. on Friday, May 14th for the Rolla High School Outdoor Graduation. This was done at the last graduation without incident. The graduation ceremony will take place outside on the football field. The noise from passing vehicles on 10th makes it difficult for those attending to hear the graduation speakers. In case of rain the graduation will be moved to Sunday May 16th at 2:30pm or 7:30 pm depending on rain that day.

Staff will provide for traffic control and signing the detour. We recommend approval.

VI.C.1

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis Public Works Director

ACTION REQUESTED: Motion

ITEM/SUBJECT: Temporary closure of Pine Street for Dine on Pine

BUDGET APPROPRIATION: NA

DATE: April 19th, 2021

COMMENTARY:

The Rolla Area Chamber of Commerce is hosting an outdoor dining event, Dine on Pine, on Saturday, June 12 from 6:00-10:00 p.m. This would be an invitation only dinner and awards ceremony for members of the RACC.

They are requesting permission to close Pine Street from 10th -12th streets and 11th streets from Rolla Street to Elm Street. Streets would need be closed at NOON on June 12 to set up the event. The streets would reopen by midnight, after cleanup of the event.

The RACC has event insurance for this event. They have hired a caterer, DiTrapani's, and would be using their liquor license to cover the beer/wine at the event. They have also hired a police officer to be at the event during from 6:00-10:00 p.m.

V.I.D. 1



Dine on Pine

a farm to table dinner event



June 12

6:00 - 10:00 p.m.

Pine Street

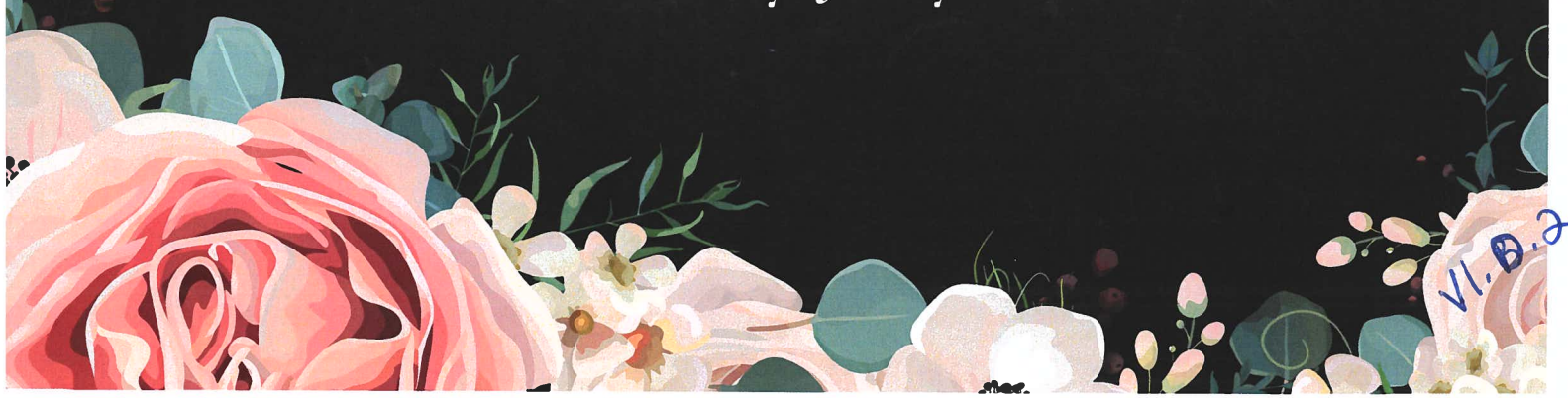
Between 11th & 12th

\$60/person

RSVP by May 28

rollacc@rollachamber.org

Entertainment by Justyn Moreland



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion to Award Bid

ITEM/SUBJECT: Tractor for the Rolla National Airport

BUDGET APPROPRIATION: Not Budgeted

DATE: 4/19/21

COMMENTARY:

Beginning with the FY2020 Budget the Airport is funded in part by our Street Transportation Capital Fund. In FY 2020 this amount was \$150,000 and in FY 2021 \$175,000. These amounts comprise about 1/3 of the operations and maintenance costs of the Airport. The other sources of funding include MoDOT grants for airport infrastructure improvements, agriculture leases, hanger and ground leases and fuel sales. Water and sewer service is provided by Public Works.

Since the Public Works Department provides a good portion of the funding we have been evaluating ways to increase revenue and decrease cost of operations. One obvious “low hanging fruit” was ground maintenance. The equipment used at the airport is old “hand me down” equipment from Parks and Public Works. Attached is a picture and description of this equipment. Approximately 30% of labor and equipment cost at the Airport is ground maintenance.

We think we can considerably decrease the funds needed for ground maintenance by doing two things.

1. Update the equipment used.
2. Increase the amount of ground that is maintained by a tractor and rotary cutter “brush hog” and decrease the amount mowed with lawn mowers.

At the last meeting City Council awarded a Sawtimber bid to harvest trees at the Rolla National Airport. After expenses we will have approximately \$46,000 deposited in the Airport Fund. We are recommending that a portion of this be used to update the Airport’s equipment. Neither the additional revenue nor proposed equipment upgrades were included in this year’s budget.

Staff contacted a local tractor dealer to find a suitable used tractor for airport use. We stipulated that it be at least 100 hp and be equipped with a front bucket. Several were evaluated and we selected a 2015 John Deere 5100 E. We also asked if they would provide us with a trade-in value for the two tractors we have at the airport.

VII. A.1

Of the two existing tractors one is actually too large and the other too small for regular operations.

It is very difficult to do a formal bid process for used equipment. We used Tractor House, a web based used tractor website, to evaluate both the purchase price and trade-in values and found them to be complete. The local John Deere dealership has offered the following:

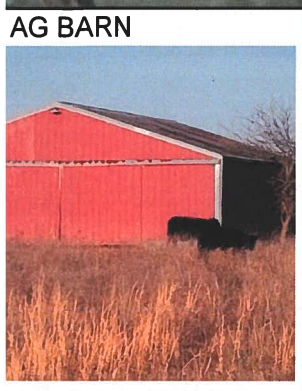
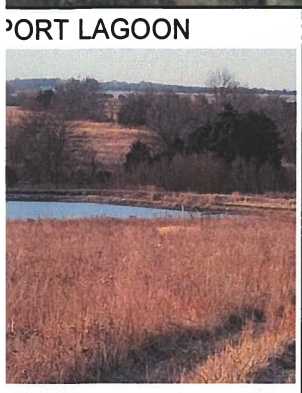
Purchase 2015 John Deere 5100E Utility Tractor	\$37,500
Trade in 1987 John Deere 2155	\$ 7,500
Trade in 1992 Ford 6640	<u>\$ 9,000</u>
Net Balance	\$21,000

We anticipate that these changes at the airport will ultimately reduce our equipment maintenance and labor costs \$20,000 per year.

In addition to ground maintenance, we are evaluating other airport operations including fuel sales.

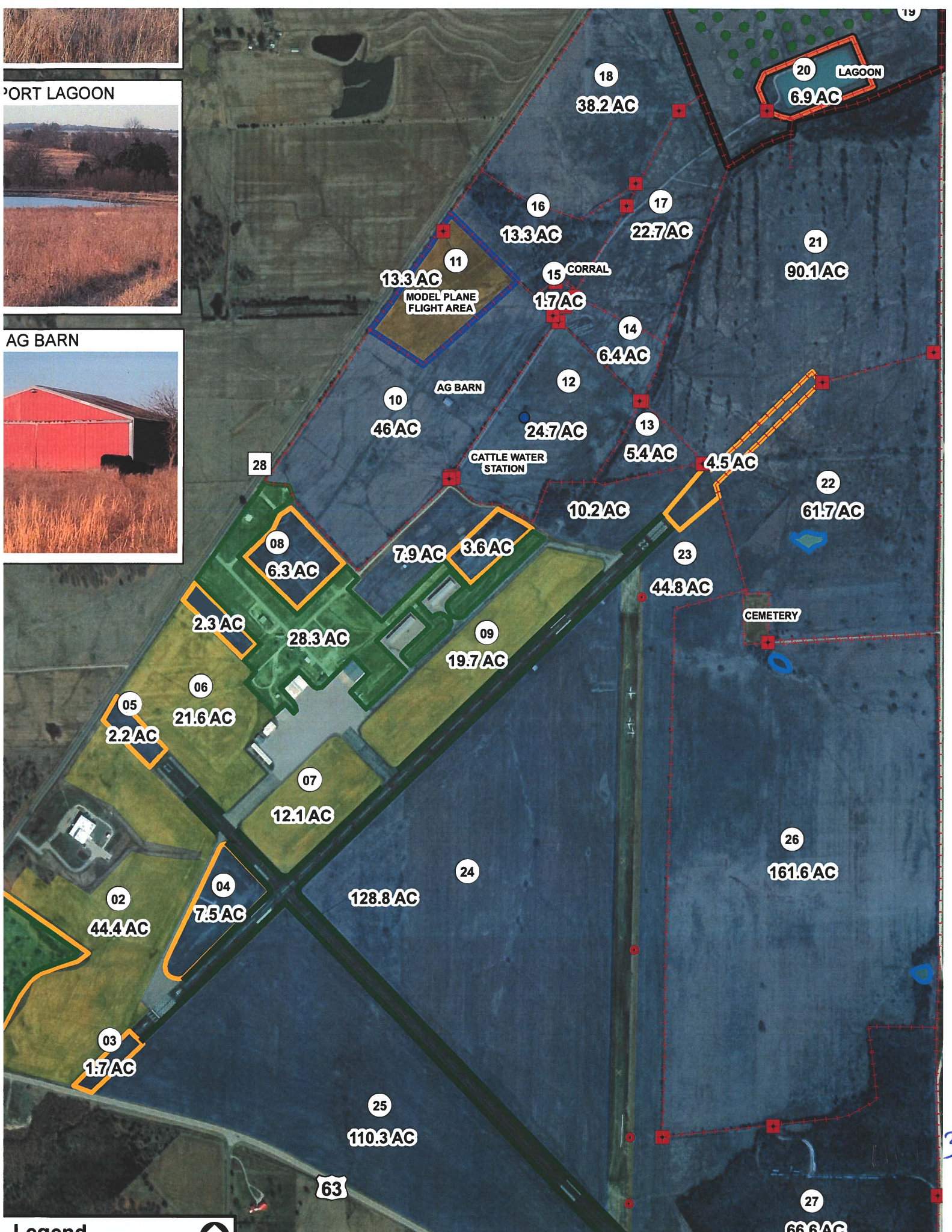
Recommendation: Motion to approve the purchase of a 2015 JD Utility Tractor with trade-in to Heritage Tractor (JD dealership) in Rolla, MO for a net cost of \$21,000.

VII. A. 2



PORT LAGOON

AG BARN



Leaend



3

Friday, March 26, 2021
From: Michael Gesellschcap
Contact: mgesellschap2@heritagetractor.com

Heritage Tractor, Inc.
11875 County Road 3080
Rolla, MO 65401
(866) 547-9536

2015 John Deere 5100E — Utility Tractors

Price: **\$37,500 US**



Serial #	1LV5100ECFY410083
Stock #	224999
Hours	1286
Horsepower	100 hp

Equipment Description

2015 JOHN DEERE 5100E UTILITY TRACTOR--POWER REVERSER--MFWD--540 PTO--LOADER--12F/12R TRANSMISSION--OPEN STATION--MECHANICAL SUSPENSION SEAT--VERTICAL EXHAUST--2 REAR SCV'S Configuration: Standard, Power Reverser, MFWD, Rear PTO: 540, Tire Width: Mid, Loader: Yes, English Operators Manual and Decal Kit, 12F/12R PowrReverser Transmission - 540/540E, Open Operator Station, Mechanical Suspension Seat, Vertical Exhaust, Dual Stackable Rear SCV's with Lever Control, Dual Stackable Mid Valves with Joystick Control, 19.5L - 24 In. 10PR R4 Bias, MFWD (4 Wheel Drive), 12.5/80 - 18 In. 6PR I3 (R4 Type) Bias, Loader Preparation Package

Additional Photos

VII. A.4

Airport Mowers



(108) 2004 Kubota 3060 w/72" deck 30564



(125) 2001 Kubota 3060 w/72" deck 32181



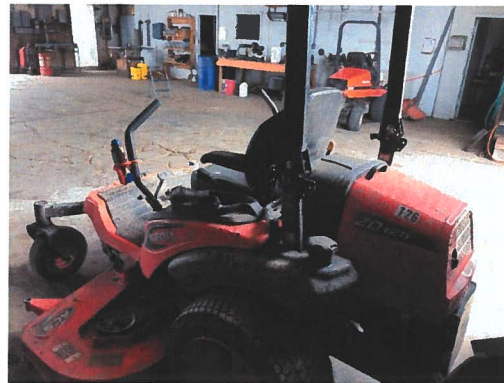
(129) 2012 John Deere Model 9970dsl with 72" Deck 1TZ997SCCCT072076



(130) 2012 John Deere model 9970dsl with 72" deck 1TZ997SCKCT072074



(132) 2010 Kubota Model ZD326 with 60" Deck



2016 Kubota Model ZD1211L with 72" Deck 10932

Airport Tractors



(115) 1992 Ford 6640



(117) 1987 John Deere 2155

VII. A. 6

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED:

ITEM/SUBJECT: HVAC Unit Replacement

BUDGET APPROPRIATION: \$0 Emergency Purchase

DATE: April 19, 2021

Commentary:

On Tuesday, 6 April 2021, one of our smaller roof top air-conditioning units failed to work. This unit covered the offices of the Detectives, Captain Smith, Captain Loughridge, and the SROs. Air Comfort Services was contacted and responded to repair the unit. They advised that due to the age of the unit (27 years), it was unrepairable and would need to be replaced. Due to the weather getting warmer, three businesses were called to obtain an estimate for the unit's replacement. The following written quotes were obtained:

Hartley's Climate Control, LLC Rolla MO 65401	\$11,769.00
Air Comfort Service St. Louis MO 63042	\$12,740.00
Mid Mo Mechanical Rolla MO. 65401	\$12,743.00

All businesses advised that the unit would have to be ordered and would take up to a week to arrive. Once again, due to the season and the weather getting warmer (the Detective Bureau was already over 80 degrees), we contacted Hartley's Climate Control and had them order and install a new rooftop unit. Although not budgeted, the purchase was approved by Mr. Butz under an "emergency clause".

ITEM NO. _____

VII. B. 1

