

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, June 21st, 2021; 6:30 P.M.

City Hall Council Chambers

901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

PLEDGE OF ALLEGIANCE

Councilperson Carrolyn Bolin

I. PUBLIC HEARINGS

- A. **Public Hearing** and first reading of **Ordinance**, rezoning 2141 Old Saint James Rd. and 2301 McCutchen Drive from M-1 and M-2 Manufacturing to GI (Government and Institutional District). (City Planner Tom Coots) **First Reading**
- B. **Public Hearing** and first reading of **Ordinance**, adopting the Schuman/Ber Juan Neighborhood Plan as an element of the Comprehensive Plan. (City Planner, Tom Coots) **First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- A. Neighborhood Watch Program – Police Chief Fagan
- B. Recognition of Sgt. Wayne Rapier (Retirement) – Mayor Magdits

III. OLD BUSINESS

- A. **Ordinance** authorizing the Mayor to enter into the contract with NB West Contracting for FY 2021 Phase I Asphalt. (City Engineer Darin Pryor) **Final Reading**
- B. **Ordinance** approving interim agreement with Bird Scooters (Public Works Director Steve Hargis) **First Reading**
- C. **Ordinance** authorizing the Mayor to enter into the contract with Alexander Construction, LLC. for second phase of Public Works Facility. (Public Works Director Steve Hargis) **Final Reading**

IV. NEW BUSINESS - None

June 21, 2021

V. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Resolution** to approve the reimbursement of capital expenditures for Public Works Facility. (Public Works Director Steve Hargis) **Motion**
- B. Award of bid for 4 replacement HVAC, units for the Rolla Police Department to Hartley's Climate Control. (Police Chief Sean Fagan) **Motion**

VI. CITIZEN COMMUNICATION

- A. Open Citizen Communication

VII. MAYOR/CITY COUNCIL COMMENTS

- 1. Mayor Magdits – General Issues of Homelessness

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION

NONE

X. ADJOURNMENT



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 2141 Old Saint James Rd and 2301 McCutchen Dr from the M-2, Heavy Manufacturing district and M-1, Light Manufacturing district to the GI, Government and Institutional district

(ZON21-02)

MEETING DATE: June 21, 2021

Application and Notice:

Applicant/owner - City of Rolla

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The City of Rolla owns both subject properties. The fleet maintenance building and a community garden are located on one property and the recycling center is located on the other property. The City of Rolla is planning to build a building to serve the Public Works Department. The City intends to maintain ownership of both properties for governmental uses for the foreseeable future. Property which is owned and used by a governmental entity is generally zoned GI, Government and Institutional.

Property Details:

Current zoning - M-2, Heavy Manufacturing and M-1, Light Mfg. to GI, Government and Institutional

Current use - Government

Proposed use - Government

Land area - About 39 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Old Saint James Rd, a Major Arterial Street; and McCutchen Dr, a local street.

Sidewalks - Sidewalks are located adjacent to the subject property along Old Saint James Rd.

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

I.A.1

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for Public and Institutional uses.

Discussion: Most city-owned property that the City of Rolla has developed or is using and intends to continue using indefinitely is zoned GI, Government and Institutional. The GI district allows for all government and public uses. The city government is technically exempt from being required to adhere to zoning regulations. The GI district is intended to be used to clarify that the areas are not subject to zoning rather than to simply leave the previous zoning in place. Best practices would dictate that any government property be rezoned to GI prior to, or concurrent with, any development or use of the property.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on June 15, 2021 and voted 6-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance; Public Notice Letter



Project Information:

Case No: ZON21-02
 Location: 2141 Old Saint James Rd and
 2301 N McCutchen Dr
 Applicant: City of Rolla
 Request:
 Rezoning from the M-1, Light Manufacturing
 district and M-2, Heavy Manufacturing district
 to G-I, Government and Institutional district



Public Hearings:

Planning and Zoning
 Commission
June 15, 2021
5:30 PM
 City Hall: 1st Floor

 City Council
June 21, 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

FREQUENTLY ASKED QUESTIONS



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

Rolla Industrial Park West
Subdivision, Lot 18; and

Rolla Recycling Center
Subdivision, Lot 1



ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 2141 OLD SAINT JAMES ROAD AND 2301 McCUTCHEN DRIVE FROM THE M-1, LIGHT MANUFACTURING AND M-2, HEAVY MANUFACTURING DISTRICT TO THE GI, GOVERNMENT AND INSTITUTIONAL DISTRICT

(ZON21-01)

WHEREAS, the subject property is owned by the City of Rolla and is used for city government uses; and

WHEREAS, city staff brought forward an application 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 June 15, 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 June 21, 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-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) to GI (Government and Institutional) Zoning described as follows:

Rolla Industrial Park West Subdivision, Lot 18; and

Rolla Recycling Center Subdivision, Lot 1

I.A.5

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 6TH DAY OF JULY, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

I.A.6



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Adoption of the Schuman/Ber Juan Neighborhood Plan as an element of the Comprehensive Plan

MEETING DATE: June 21, 2021

Public Notice:

Public Notice - Legal ad in the Phelps County Focus; Press release sent to Rolla Daily News and Phelps County Focus; <https://www.rollacity.org/agenda.shtml>

Background:

The Schuman/Ber Juan Neighborhood Plan project started in the fall of 2019. A neighborhood meeting was held in October 2019. A survey was opened to residents, owners, and interested parties through the end of 2019. Input from the neighborhood meeting, survey, and information gathered through other means was used to prepare the draft of the neighborhood plan.

A neighborhood planning effort is a more detailed project than the Comprehensive Plan by providing more specific goals and actions that mostly only impacts the neighborhood. The document serves as a guide for future actions. The plan is intended to provide guidance for a period of ten or more years. If adopted, the plan will become an element of the Comprehensive Plan for the city.

Discussion:

The Schuman/Ber Juan Neighborhood Plan document has been developed over the past 18 months with input from citizens by survey and directly after a draft of the plan was posted to the city website. Input was gathered by working with the various city departments.

The plan document is an important step to identify what actions could be taken by the city and citizens in the future to achieve goals outlined in the plan. However, the document itself does not change zoning, impact budgeting, or create any requirements to pursue the actions outlined in the plan. Additional discussions and input will be needed to accomplish the actions.

The Schuman/Ber Juan Neighborhood Plan is the first plan of its kind that has been considered in Rolla. The concept of neighborhood planning is intended to be replicated throughout the city, with each plan becoming a part of the Comprehensive Plan.

I.B.1

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on June 15, 2021 and voted 6-0 to adopt a resolution to adopt the Schuman/Ber Juan Neighborhood Plan as an element of the Comprehensive Plan and to recommend the City Council also approve the amendment to the Major Thoroughfare Plan.

Prepared by: Tom Coots, City Planner

Attachments: Schuman/Ber Juan Neighborhood Plan, Signed Planning and Zoning Commission Resolution, Ordinance



**SCHUMAN
BER JUAN**
NEIGHBORHOOD PLAN
Rolla
MISSOURI

**DRAFT
2021**

I.B.3

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Prepared by:

Tom Coots, City Planner
Community Development Department

Work Group:

Monty Jordan, Rachel Schneider, Jody Eberly, John Butz

Special Thanks to all Rolla City Staff:

Public Works Department, Police Department, Fire Department,
Parks and Recreation Department, and Rolla Municipal Utilities

Planning and Zoning Commission:

Don Brown, Russell Schmitt, Walte Bowe, Robert Anderson, Kevin Crider,
Janece Martin, Monte Shields, Stephen Shields

City Council:

Terry Higgins, Moriah Renaud, Ann Murphy, Megan Johnson,
Lister Florence Jr., Matt Fridley, Jody Eberly, John Meusch, Robert Kessinger,
Carrolyn Bolin, Stanley Mayberry, Deanne Lyons, Victoria Steen

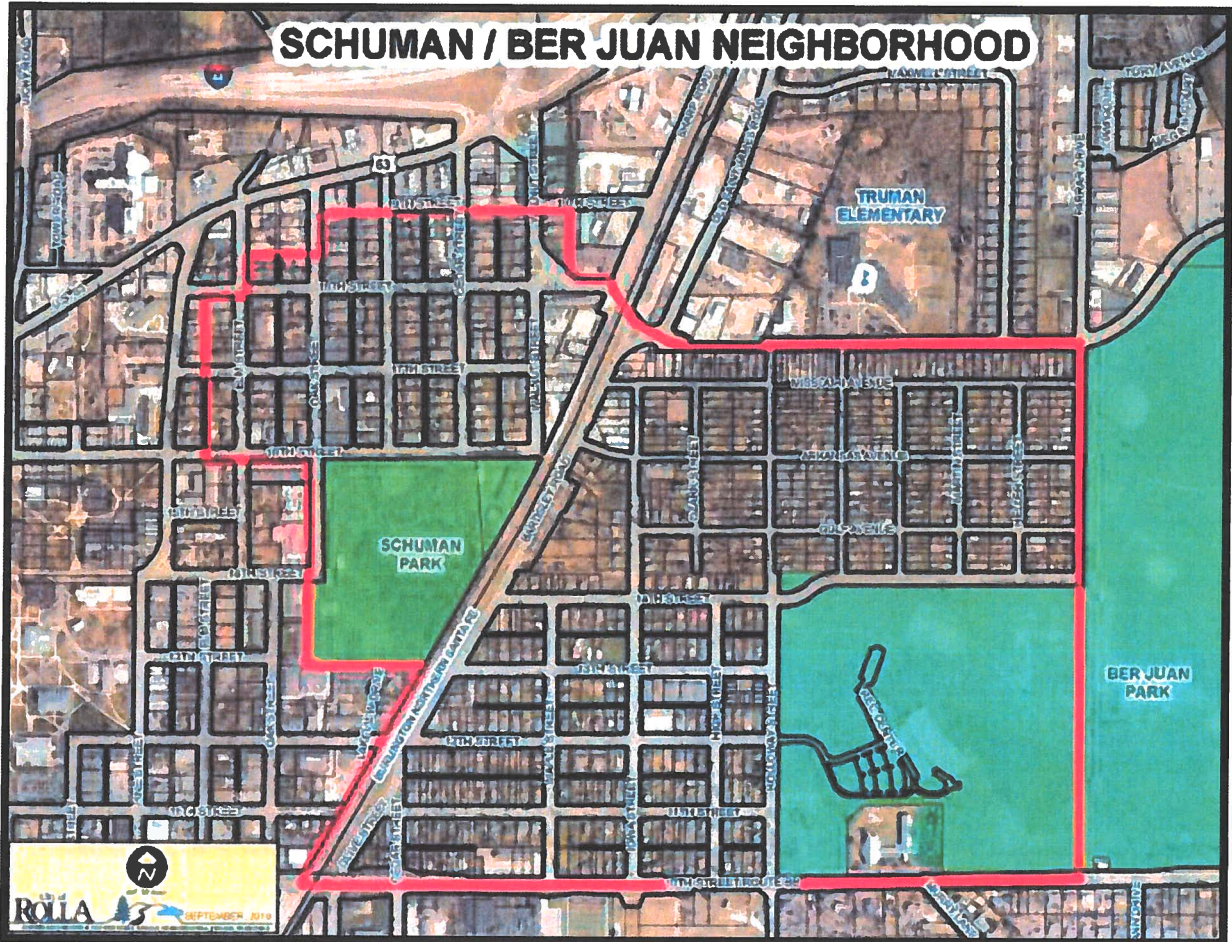
Mayor:

Louis J Magdits IV

Resolution

(Insert Resolution Language in final version)

Schuman/Ber Juan Neighborhood Plan



The Schuman/Ber Juan neighborhood is located adjacent to Schuman Park and Ber Juan Parks in the older parts of Rolla, north and east of the downtown and the Missouri S&T campus. The neighborhoods are now around 100 years old. However, today many properties are vacant, outdated, or poorly maintained. Newly redeveloped properties are not necessarily designed to fit in with the current neighborhood. Given the favorable location, affordable land values, and demand for additional housing, this area is poised to experience redevelopment over the next decade. The neighborhood plan is intended to guide that redevelopment so the essential character of the neighborhood is retained.

Schuman/Ber Juan Neighborhood Plan

The Schuman and Ber Juan neighborhoods were first platted and developed in the 1920's in response to the construction of a major shoe factory nearby. In the 90 years since, many modest houses were constructed, the factory closed down, and major parks were built. Some houses and properties have also become derelict, abandoned, and neglected. Crime and poverty issues have become an issue in the area according to some residents. The areas nearer to the Missouri S&T campus have already begun to be redeveloped for higher density residential uses, but most areas east of the railroad have seen little redevelopment.

The goal of the neighborhood plan is to create a vision for future decisions and actions.

The plan should also help the residents have more input and build some consensus. Building consensus with the residents creates supporters for needed projects, creates "ownership" of the vision, and inspires residents to make improvements to their properties.

After conducting a neighborhood meeting and seeking input through a survey in November 2019, several issues were revealed to be important to the residents. The plan outlines specific steps and projects that will help to meet the goals to address identified issues. Four primary goals are focused on with the plan:

Build Community

Preserve Affordability

Enhance Livability

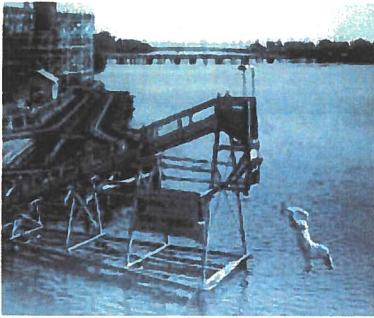
Encourage Positive Change

While typical city plans are expected to provide guidance for up to 20 years, a neighborhood plan will usually be for a shorter time period. This plan provides action items for the next 10 years. After that time, the neighborhood should be reevaluated to see if the action items have been implemented and the desired outcomes have been achieved. Revisions to the plan could also be necessary if major changes to the neighborhood occur.

" A journey of a thousand miles begins with a single step"

- Lao Tzu (paraphrase)

More important than creating a plan is actually following through on actions. The plan will not succeed in creating the positive changes unless it is supported by the neighborhood residents. Actions are divided into small steps in the Action Plan. While it may seem daunting, improvements will slowly happen over time.



King and Queen regularly dove from a 40 foot platform, but had made dives from up to 100 feet



King and Queen continued to perform after they were sold. King died in 1924 and is buried in Falmouth, Maine



The Holloway House currently houses the ABLE Commission, which provides services for senior citizens

The history of the Schuman/Ber Juan neighborhood begins with a remarkable man named George Frederick Holloway. GF Holloway moved to Rolla in 1902. He purchased the stately house still located at 10th and Holloway street along with the surrounding 240 acres of farmland located just outside the city limits of Rolla at the time.

GF Holloway, or "The Colonel", as he was called, gained fame and fortune from an unlikely source. He lived on a horse farm near Bancroft, Iowa, which happened to be near a steep bluff next to a river. Assuming no horses would try to escape, he didn't bother fencing off the bluff. However, he was proven wrong when two ponies started to escape the pasture to return to their mother by jumping off the bluff into the water below.

Seeing an opportunity, Holloway, or "The Professor", as he called himself at the time, decided to train these ponies to dive. The two horses proved to be very special, as they could dive front leg first, as a human would dive, on command. "King" and "Queen" soon began to tour the country, appearing at county fairs, amusement parks, and even at a few venues in Europe and seen by King Albert VII and Kaiser Wilhelm II.

Mr. Holloway sold the horses and used the proceeds to move to Missouri. Indeed, his fame followed him and he became a prominent citizen in Rolla. In 1909, he subdivided a portion of the farm to create Holloway First Addition, which named Holloway Street (and Iowa Street for his home state) and extended from 10th Street to 14th Street between Holloway and just east of the railroad tracks.

George Holloway died in 1913 and is buried adjacent to his wife, Mary, in Bancroft, Iowa. Although he only lived in Rolla for about 10 years, he made such a lasting impression that his former home is still referred to as the Holloway House.

The farm and Holloway House was purchased by Elbert "Bert" Williams in the early 1930's. Bert had worked his way up from assistant cashier to become the president of the Rolla State Bank. One of Bert's children, Juanita, inherited the farm and house in 1960. However, Juanita died in 1962, leaving her share of the property to her husband, Tommy Thomas. Thomas sold the property at a reduced price to the City of Rolla in the late 1960s to be used as a park to be named after his wife, Juanita, and her father, "Bert" - Ber Juan Park.

The other major actor that helped to form the neighborhood was Charles Schuman. Schuman ran a large mercantile and mill with his brother Richard Faussel Schuman. The Schuman Brothers Store operated in Rolla for several decades. Richard later had a son, Richard Eric "RE" Schuman, who opened Schuman's Tourist City lodging on old Route 66.

Charles Schuman was also a prominent citizen. He was one of seven selected to make arrangements to attract a new large industry to the city, a shoe factory, in 1920. At the time, shoe production was a major industry, employing thousands of workers. Production in large cities proved to be too expensive, so many companies were locating smaller factories in smaller towns and cities to take advantage of the lower labor costs.

One such shoe company was interested in coming to Rolla, however, the city had to provide them with a property. A site was provided adjacent to the railroad tracks near Olive Street and 7th Street (Meeks). To pay for the property, attract workers to move to Rolla, and provide affordable and convenient housing for those workers, in 1926 Charles Schuman also arranged to have the Schuman's Addition platted just west of the railroad.

The Pennington-Gilbert Shoe Company opened in 1926. The business was absorbed by the Bristol Shoe Company in 1930 and then closed in 1932. It soon re-opened as the Johnson, Stephens, and Shinkle Shoe Factory. At its peak, the factory employed 450 people .

A second subdivision was platted in 1926 to provide additional housing. The Frisco Subdivision, named after the adjacent railroad, was platted by a group of three people: BH Rucker, Mrs. Hanrahan, and Nathaniel Glover.

Booker Hall "BH" Rucker was a prominent Rolla citizen. He was an attorney, owned a real estate abstracting company, and served the community as the city clerk, postmaster, and as a representative to the Missouri House of Representatives at times between 1925 and 1950.

Mrs. Thomas Hanrahan (aka Rebecca Dunham), widow of Thomas M Hanrahan, also signed the plat. Mr. Hanrahan unexpectedly died a few years earlier while attending his aunt's funeral. He was a very respected citizen of Rolla, having served as the Phelps County superintendent of schools, a bookkeeper for the Schuman Brothers, and as Phelps County deputy clerk.

The Hanrahan's had one daughter, Mayme Hanrahan Ousley, who served as the first female mayor in Missouri. She was elected to be the mayor of St. James in 1921 and at various times through the 1950's. She was also an early agitator for a road to connect St. Louis to Springfield through the Rolla area. Much of that route later went on to become Route 66.



Schuman Brothers advertisement from the October 1, 1908 Rolla Herald newspaper



Richard F Schuman's son, RE Schuman opened Schuman's Tourist City on Route 66 in 1928



In 1921, Mayme Ousley was the first woman elected to serve as a mayor in Missouri



The Schuman/Ber Juan neighborhood is generally located in Census Tracts 8903, Block Group 3; and 8904, Block Group 1, however the boundaries are not quite coterminous with the plan area



Most housing in the neighborhood is older, rental housing that is desired for college students or lower-income residents

The Schuman/Ber Juan neighborhood is a unique area in Rolla. The neighborhood is a combination of college students and long-term residents, homeowners, and renters. The area is also more affordable than most areas of the city, making it more enticing for college students and lower income residents.

The population of the neighborhood is estimated to be between 1,300-1,600 based on the estimated number of dwelling units. Dwelling units were estimated from air photos and addresses, however, the number of occupants in each dwelling unit unknown. The Census Bureau estimates that Rolla has approximately 2.2 persons per household. The neighborhood contains 600 to 700 dwelling units.

The housing in the neighborhood is much older than the housing found in other areas of the city. 47% of the housing is over 60 years old, versus 16% for the city as a whole. The housing is overwhelmingly rental housing, with only 29% being owner-occupied, versus 41.6% for all of Rolla.

64.5% of the households are non-traditional households, which includes non-related roommates. 35.5% of the households are traditional families or people living alone, compared to both traditional and non-traditional households being almost equal for the city as a whole. Generally, college students and young adults account for non-traditional households.

43% of the households have a household income of less than \$20,000. Household income includes all occupants of a household. 32% of all households in Rolla have an income of less than \$20,000. The number of college students can explain the lower income, however, many householders in the neighborhood over age 25 also earn less than \$20,000, meaning there are also many retired persons living in the neighborhood.

A neighborhood plan is somewhat different from the typical comprehensive plan. A comprehensive plan will cover the entire city and will typically discuss needed changes from a very broad or city-wide viewpoint. A neighborhood plan is limited to a defined area of the city and is much more detailed in how to solve the issues related to the growth and transition in a neighborhood.

Neighborhood planning is important because it allows for a much more direct way for the City to interact with the citizens and help them to identify issues and solutions. Minimal neighborhood-level planning has occurred in Rolla in the past. Corridor plans, downtown plans, and area development plans have been done, but no detailed plans for an existing residential neighborhood has been completed.

The Schuman/Ber Juan Neighborhood Plan is intended to provide a path forward for improvements in the neighborhood. Residents will hopefully be inspired to work together to improve the neighborhood.

The Schuman/Ber Juan Neighborhood was originally built mostly for affordable worker housing, with smaller houses on smaller lots. Over the years, some houses have been neglected, abandoned, demolished, or have become obsolete compared to modern demands. Unfortunately, property crime, drug abuse, and drug sales have become major concerns in the neighborhood according to the residents.

The affordable housing is attractive to many lower income families. Students are especially drawn to the walkable location, being just east of the Missouri S&T campus. Residents enjoy the location near two parks, two schools, the college campus, and downtown.

The plan will identify ways the positive aspects of the neighborhood can be leveraged and how the negatives can be addressed. The excellent location of the neighborhood, lower land values, and demand for additional housing makes many areas of the neighborhood desirable for redevelopment. Some redevelopment may be appropriate at higher densities, while some areas should match the existing density.

Benefits of Neighborhood Planning

1. Direct involvement of neighborhood residents
2. Addresses hyper-local issues
3. Detailed plan of action
4. Opportunity to try new ideas
5. More emphasis on neighborhood leadership

Project Timing:

September 2019—Project Kick-off

November 2019—1st Neighborhood Meeting

March 2021—Open comment period for plan draft

June 2020—Planning and Zoning Recommendation

July 2020—City Council adoption

"I was raised in this neighborhood"

"I love living here because of the relationship I have with my neighbors."

"The neighborhood is quaint, with a typical Midwest vibe."

"Everyone is friendly and we help each other out."

"I like how mixed the area is - with owner/occupants who do all they can to keep up their properties."

"The housing is very affordable."

"The students are really neat people and give the neighborhood a great community feel."

"I love how close this area is to campus!"

*"This a great place to relax on the porch.
Plus, all the students around keep me young!"*

This area is in the middle of everything, with easy access to anything we want to do or places that we want to go to."

"I live here and can walk to anywhere I need to."

"Everyone is accomodating to the college students!"

"I love the community!"

"Everyone is friendly and it is close to the park with good walking spots."



About 100 attended the 1st neighborhood meeting at The Centre in November 2019

The plan outreach began with the neighborhood meeting in November 2019. Invitations were sent to all property owners and renters. The meeting was very productive, with citizens from all over the neighborhood, students, and landlords in attendance. Topics ranged from property maintenance to crime to issues with students. However, one point became clear—the residents of the neighborhood enjoy living in their neighborhood and they do not want anything to erode the positive attributes of living in the neighborhood.

The local newspapers also included articles about the neighborhood meeting and the planning efforts.

A survey was conducted in November 2019. The survey was taken by nearly 175 respondents—enough to draw some conclusions. Many written responses were received to the open ended questions and comment boxes.

The survey also included an option to provide one’s email address to be included for additional follow-up communications. More than 60 people signed up for the on-going communication.

Unfortunately, planned events to involve citizens such as pilot projects and walking audits had to be cancelled through 2020 due to Covid-19. The second neighborhood meeting to present the plan also had to be cancelled. Citizens were given several weeks to read and comment on the plan on the city website.

PZ meeting TBD

CC meeting TBD

A survey was made available to all property owners and residents in the neighborhood in November 2019. About 175 responses were received with a response rate of about 17%. Although a higher response rate is always desired, the response should be adequate to draw some conclusions from. Top issues include building abandonment, parking, presence of drugs, property crime, and speeding on some streets.

Livability: An overwhelming majority enjoy living in this neighborhood. People enjoy the energy that living in a neighborhood with college students brings. The housing is affordable, yet allows for easy access to parks, the college, and the downtown. Students enjoy the ability to live in a quiet neighborhood within walking distance of class. Long-term residents enjoy an element of freedom because of the relaxed atmosphere and knowing their neighbors. There does appear to be some conflict between renters and homeowners; students and long-term residents; new development and existing residents.

Transportation: A large majority of the residents walk. Mostly for recreation, but about 30% of the population walks to school. About 10% bike to school. This is well above the national averages for walking and biking. This means providing a safe and effective means for walking and biking is very important in this neighborhood. In total, about 90% of the residents walk for some purpose; and about 40% use a bike.

Walkability/Bikeability: Fortunately, about 75% enjoy their walking experience. But about 20% think there is some room for improvement with some targeted changes. Such improvements should coax some people to get out and walk more often. Unfortunately, there may not be much room for improvement for biking. About 50% say they are not at all interested in biking. 40% already use a bike; so only 10% more may choose to use a bike if improvements are made. Students are much more likely to use a bike, so efforts to improve bikeability should be made while keeping them in mind.

Crime: An overwhelming majority of residents are concerned with crime in the neighborhood. Property crime seems to be a major issue, with theft and vandalism being too common. Some drug activity may be present as well. Yet, residents generally feel safe in the neighborhood.

Property Maintenance: An overwhelming majority of residents are concerned that some property owners are not keeping up with maintenance.

New Development: Residents are generally OK with new development in the area. But there are areas where more dense development is more appropriate; and areas where less dense development is appropriate. About 70% would support a few, minimum design requirements to help new development to fit into the neighborhood. There was not a consensus on what those design requirements should be. In the end, most want a good looking neighborhood, but understand that the proximity to the campus and parks make the neighborhood a place that more people would desire to live in.

Making a Difference: About 40% of the residents may be interested in helping to improve the neighborhood by getting out and doing something. There should be a pool of a few hundred people out there who are willing to help with a neighborhood watch and/or help with cleanup or maintenance assistance efforts. The challenge will be to get these people organized.

Parks: Many people made some great suggestions about the parks. The good news is that many of the suggestions were issues that the Parks Department has been working on. A few suggestions were for amenities that are already provided. There may be a need to work on providing information about park facilities. With the high density of college student population living nearby, there may be a need to evaluate what types of uses are desired by students.

Holloway Street: Almost 50% think the project that narrowed the lanes and added a sidewalk is OK as is. However, this means that there are some details that may need to be looked at to make it better. Another 25% may be satisfied with a few tweaks.



Strengths: Assets that make the neighborhood unique and can be leveraged for further improvement

Weaknesses: Characteristics that must be addressed in order to make the neighborhood an attractive place to live

Opportunities: Ideas which can be acted on to improve the neighborhood

Threats: Potential issues which could limit, delay, or erase improvements in the neighborhood

A SWOT Analysis is often helpful to identify goals and objectives. The analysis identifies the strengths, weaknesses, opportunities, and threats that impact the neighborhood. Strengths should be capitalized upon. Weaknesses should be addressed. Opportunities should be seized. Finally, threats should be minimized.

Strengths

Location—The Schuman/Ber Juan Neighborhood is ideally located within easy walking distance of the university campus, downtown, and two parks.

Streets—Most interior streets are very safe, with low traffic volumes and sidewalks. Walking and biking is currently easy in this area.

Long-time residents—Many citizens have lived in the neighborhood for many years. Long-term residents are engaged in the neighborhood activities.

Liveliness—The higher proportion of college students injects activity and energy into the neighborhood.

Infrastructure—Streets and utilities are in good condition and generally can handle likely future increases in demand.

Opportunities

Redevelopment—Many properties are great candidates for redevelopment, with several open lots and dilapidated buildings available.

Renovation—Existing older houses can be remodeled to better compete with newer houses on the real estate or rental market.

Property values—Property values are currently low enough to make investment in the neighborhood a good option.

Community—Longer-term residents and short-term renters could come together to form a community through neighborhood events.

Weaknesses

Housing—Much of the existing housing is older and outdated. Many houses cannot compete with the amenities provided with newer housing in other parts of the town.

Property maintenance—Many older houses are in need of costly repairs that have been deferred for many years. Poor property maintenance may also cause neighbors to not be motivated to maintain their own properties.

Parking—A few streets are too narrow for the amount of parking and traffic. Some developments may not provide for the amount of parking needed by their residents.

Poverty—The neighborhood is home to many low income households. Some are students, but there are also many lower income non-student households.

Threats

Zoning codes—In some cases, the current zoning and the zoning codes may prevent the ability to build new buildings that would be a great addition to the neighborhood.

Crime—The neighborhood seems to experience higher than average levels of property crime such as theft, robbery, and vandalism compared to other areas of the town. In addition, there have been instances of properties being used for the sale of illegal drugs.

Abandonment—Several houses in the neighborhood are not occupied. Unoccupied structures are can be dangerous, can attract squatters and vandals, and can be unattractive for adjacent properties.

Railroad—The railroad bisects the neighborhood, leading to the potential for a railroad accident that could affect the neighborhood. In addition, the railroad acts as a barrier that divides the neighborhood.

Rental housing—The majority of the residents in the neighborhood are renters. While most renters are pleasant and responsible, they don't have much motive to properly maintain the property.

Demolitions—Many houses are being demolished. While the demolition can make way for new development, sometimes good architecture or historic structures can be lost.

New residents—New people choosing to live in a neighborhood can bring new life, but the new people can also disrupt the status quo for the current residents.

Increasing property values—Increasing property values is great for property owners, but can also lead to the neighborhood becoming unaffordable for renters of prospective buyers.

New construction—Construction can be disruptive, remove historic buildings, cause displacement, and create incompatibility with existing residents.

Build: to develop according to a systematic plan and/or upon a base condition

Community: a group of people with common interested living in a particular area

Preserve: to keep or save from destruction or decomposition

Affordability: not too expensive relative to other options

Enhance: to increase or improve in value, quality, desirability, or attractiveness

Livability: the sum of factors that add up to a community's quality of life

Encourage: to spur on or stimulate, inspire, or persuade

Positive Change: to make better than would otherwise occur

Build Community

Building and maintaining strong community ties is essential to create a neighborhood versus simply an area in the town. Community ties can make newcomers feel welcome and can lead residents to live in the neighborhood longer. Residents who love their neighborhood may be more likely to help with improvements, watch over their neighbors properties, and take better care of their own property.

Preserve Affordability

As the neighborhood begins to improve, displacing of the existing residents would negatively impact the neighborhood. The neighborhood is known today as an affordable place for students and families to live. Preserving affordability and encouraging improvements that will likely improve property values is a delicate balance.

Enhance Livability

Improvements to the neighborhood that would make it a better place to live will make the area even more desirable in the future and help the neighborhood to be more competitive with other parts of the community. The neighborhood already has many assets, but there is room for improvements to the parks, walkability, bikeability, parking, and the visual appearance.

Encourage Positive Change

Most residents would like to see improvements to the neighborhood. Some improvements, however, must occur at the personal or neighborhood level, rather than by the city government. The city can encourage improvements and investments in many ways.

What would success look like?

If the neighborhood plan is successful, the neighborhood should see many changes over the next decade or so. Some change is inevitable. Properties are already being redeveloped for rental housing. Other properties are already being renovated. But other issues in the neighborhood might have continued to be ignored without the intervention of creating the neighborhood plan and accomplishing the action items described in the plan.

If the planning effort is a success, we should see more involvement by the residents in making improvements in the neighborhood through community groups, neighborhood watch groups, and cleanup efforts. Residents would become more directly involved in making decisions that impact the neighborhood.

Efforts to curb and reduce property theft, vandalism, and illegal drug sales in the neighborhood will be successful, with a noted reduction in crime rates.

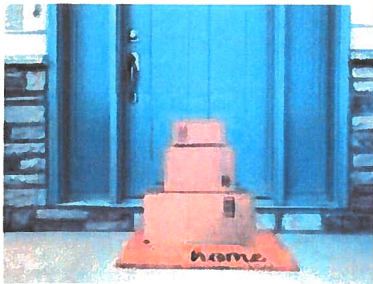
Property values will stabilize and improve, making investment in the neighborhood a safer bet. However, measures must be made to ensure that the costs to rent a dwelling unit do not become too high for existing residents.

Some areas in the neighborhood will have been redeveloped with attractive units that appeal to college students. Other areas in the neighborhood will have been renovated and empty lots filled in with new houses that fit with the neighborhood.

The neighborhood already has some great assets, such as proximity to the university, downtown, and parks. A few pointed improvements for walkability/bikeability will make the neighborhood a great place to live without the need to drive for many necessities. Trails will link the neighborhood to recreation areas across the city.

Does this sound like a nice place to live or invest?

Good! Because every goal and action item outlined in the plan is possible. However, a successful outcome is only possible with support from the residents and investors in the neighborhood. The plan has been prepared with input from the residents, rather than being a top-down mandate being imposed on the existing residents. Without support from the residents and investors, many of the goals in the plan will not be possible.



Theft Prevention

1. Use a lockbox for deliveries
2. Install security cameras
3. Lock doors and windows
4. Store items in shed or garage
5. Install motion sensor lights
6. Chain up larger items
7. Ask neighbors to watch
8. Install security system



Residents should contact the police if they suspect a crime is in progress

Crime was repeatedly brought up by residents as a major issue in the neighborhood. Residents are particularly concerned about theft. Petty theft of items in ones car, in the yard, and packages left on the porch seems to be too common. Fortunately, much petty theft can be preventable.

Most statistics for crimes cannot be computed at the neighborhood level in Rolla at this time. Some cities do have tracking capabilities. Anecdotally, the neighborhood does seem to have a higher rate of most crimes than other areas of the city, according to the police department. However, one must remember that Rolla has a much lower rate of crime than most larger cities in Missouri.

Theft can more easily be prevented by practicing good self-awareness. Information could be provided to residents through mailers, neighborhood watch meetings, and placing warning tags on observed vulnerable items.

Drug use, sales, and manufacture are some very troubling activities that do occur in the neighborhood. The police department works with South Central Drug Taskforce to locate and arrest the drug dealers. The police spend several weeks or months gathering the needed evidence to charge the perpetrators. What looks like inaction to the neighborhood residents is actually a careful process to ensure the ability to procure warrants and convictions.

Residents should still report suspected criminal activity to the police, but residents must be patient and rest assured that the police may already know who repeat the criminals are. The police sometimes need time to gather enough evidence to make an arrest.

Fortunately, the resident survey seems to indicate that fear of or incidence of violent crimes such as assault are not an issue in the neighborhood. Rolla as a whole enjoys a very low rate of violent crime.

Crime prevention may be more important than solving crimes and punishment. The neighborhood can and should band together to keep watch for any crime and be ready to report any crime to the police. A neighborhood watch program should also serve as a crime deterrent. Most crimes of opportunity, such as petty theft, can be prevented by simply making committing the crime more risky. If a potential criminal knows there are people watching in this neighborhood, they may move on.

The Rolla Police Department has had a neighborhood watch program for many years. The effectiveness of such a program is greatly impacted by citizen participation. There is also currently a shortage of officers that are able to devote the needed time for training and encouragement.

The survey indicates that about 12% of the residents are willing to devote the time and effort needed for a neighborhood watch program. If the participants are located throughout the neighborhood, this should be enough for a successful program. However, someone will need to become a leader and organize all the participants.

Neighborhood watch programs have been shown by some studies to be effective at reducing or preventing crime. However, the studies were conducted more than a decade ago and some studies showed that some programs did not greatly impact the crime rates. If a program were started in this neighborhood, it would need to be evaluated after a few years to find out if it is worth the effort. Maintaining involvement can be difficult after a few years.

Enhance Livability

Create a Neighborhood Watch

Educate residents about how to protect themselves from theft

Continue to work to arrest those who are selling illegal drugs in the neighborhood



The Rolla Police Department does operate a Crisis Intervention Team to help deescalate situations and direct persons to needed assistance



Neighborhood Watch programs are a way to involve the community in addressing crime issues in their neighborhood



Abandoned buildings can reduce property values and invite crime



Demolishing houses can make room for redevelopment and remove nuisances. But demolition also removes older, historic buildings and can create voids.

Call the Community Development Department to report any property maintenance and nuisance concerns

(573) 364-5333

The Schuman/Ber Juan neighborhood has a higher than average number of vacant/abandoned buildings with 16 properties vacant and no utility services. Abandoned buildings are a nuisance for the neighborhood. The buildings are usually not maintained. The peeling paint, unmowed lawns, and broken windows advertise that the area is blighted. Properties can also attract vermin and wild animals. Abandoned buildings can reduce property values in the surrounding area. A study in Philadelphia found that abandoned properties decrease values of all properties within 150 feet.

Abandoned buildings also attract trespassers. Abandoned buildings can pose a safety issue for playing children and others who are simply exploring. Unfortunately, some trespassers also use abandoned buildings for criminal activity such as drug use, sales, and manufacture; arson; and assault.

Abandoned buildings are also attractive for the homeless population. In the winter, the local homeless shelter does open to allow overnight accommodations. However, once the shelter closes for the season the homeless population is forced to find a place elsewhere throughout the city. Some find refuge in the abandoned buildings in this neighborhood. Some homeless individuals also engage in criminal activity. Some homeless cause accidental fires in the buildings, since they lack access to utilities.

The City of Rolla Community Development Department does have a code enforcement officer. The officer is charged with investigating nuisance violations such as high weeds, vermin harborage, unsafe structures, and some property maintenance issues. The officer responds to complaints and observed violations.

Many residents, for one reason or another, are reluctant to report property maintenance or nuisance issues. Some may have issues on their own property. Some do not like to report on their neighbors. Some are comfortable ignoring issues. However, the longer an issue is allowed to continue, the more the violator feels entitled to their actions and the issue can continue to get worse in impact to others.

Property maintenance also includes more mundane issues such as painting, replacing broken windows, mowing grass, fixing fences, and replacing roofs. Basic maintenance is important to protect structures from decay and damage. Maintenance of the yard prevents infestations from vermin and other nuisance animals. Poor maintenance also depresses property values for adjacent properties.

Property maintenance codes are intended to prevent the actions of a property owner from impacting the adjacent properties, rather than directly regulate the appearance. For example, the codes do not restrict paint choices. A person could perfectly legally paint their house an unpleasant color. Design choices are a separate subject from property maintenance.

Maintaining property is important, however, many people are unable to keep their property maintained. Some property owners cannot afford needed repairs. Other property owners are physically unable to perform some maintenance. Forming some kind of assistance group could allow for volunteers to assist property owners. Such an effort was attempted in the past, however, interest eventually waned.

Landlords and renters tend to defer maintenance. Rolla does not currently inspect rental units for safety issues.

Many houses are also functionally obsolete compared to newer housing. Houses need heating and air conditioning system upgrades, window replacements, insulation, roof replacements, siding repairs, appliance replacements, electrical system upgrades, and sometimes remodeling to be competitive with newer housing. However, many homeowners do not have the funds for basic maintenance or renovations. A no or low income loan or grant program could assist those property owners who need financial assistance.

Encourage Positive Change

Conduct a neighborhood sweep for code violations and provide warnings before pursuing fines or enforcement

Seek out programs for no or low interest loans and grants



MERAMEC REGIONAL PLANNING COMMISSION

The Meramec Regional Planning Commission may be able to assist with loan or grant program administration



The Missouri Department of Economic Development offers a tax credit called the Neighborhood Preservation Act. The credit provides an incentive for the rehabilitation and construction of owner-occupied homes in areas such as the Schuman/Ber Juan Neighborhood.



Frisco Engine No. 563 was built in 1923. The engine has been in Schuman Park for 65 years. A pavilion has been built to protect it from the elements. The engine and passenger car were recently restored.



Algae and invasive plants in Schuman Lake have caused fish kills. Although the lake is stocked, urban stormwater runoff makes the fish unsafe to eat. The lake must be regraded and stormwater quality basins must be added in order to restore the ecology.

Schuman Park is likely the heart of the Schuman/Ber Juan Neighborhood. The 17 acre park is centrally located and provides needed open space for recreation adjacent to some of the most densely populated areas of Rolla. Being so close to the university, the park is also a heavy favorite for the college student population.

The Frisco Pond, as the property was once known, was the source for a water tower for the steam trains that once worked the adjacent Frisco Railroad. In 1953, Alma Schuman sold much of the park property to the city. Additional property, which included the lake, was acquired the next year.

In 1955, to commemorate the new park and the connection to the railroad, the Blue Bonnet Express Frisco Engine No. 563 and a passenger car, built in 1883 were added to the park. Recreational improvements such as the softball field, basketball courts, and a picnic shelter were added shortly afterward. Since then, a playground, restroom, and new pavilions have been added.

The site is also closely monitored because of industrial pollution from many years ago. The lake is fed by two urban creeks. Urban runoff that goes to the creeks contains sediments, oils, and pesticides that have caused the lake to degrade. Many years of sediment has made it necessary to drain and regrade the lake in order to completely restore the ecosystem and improve the appearance.

Enhance Livability

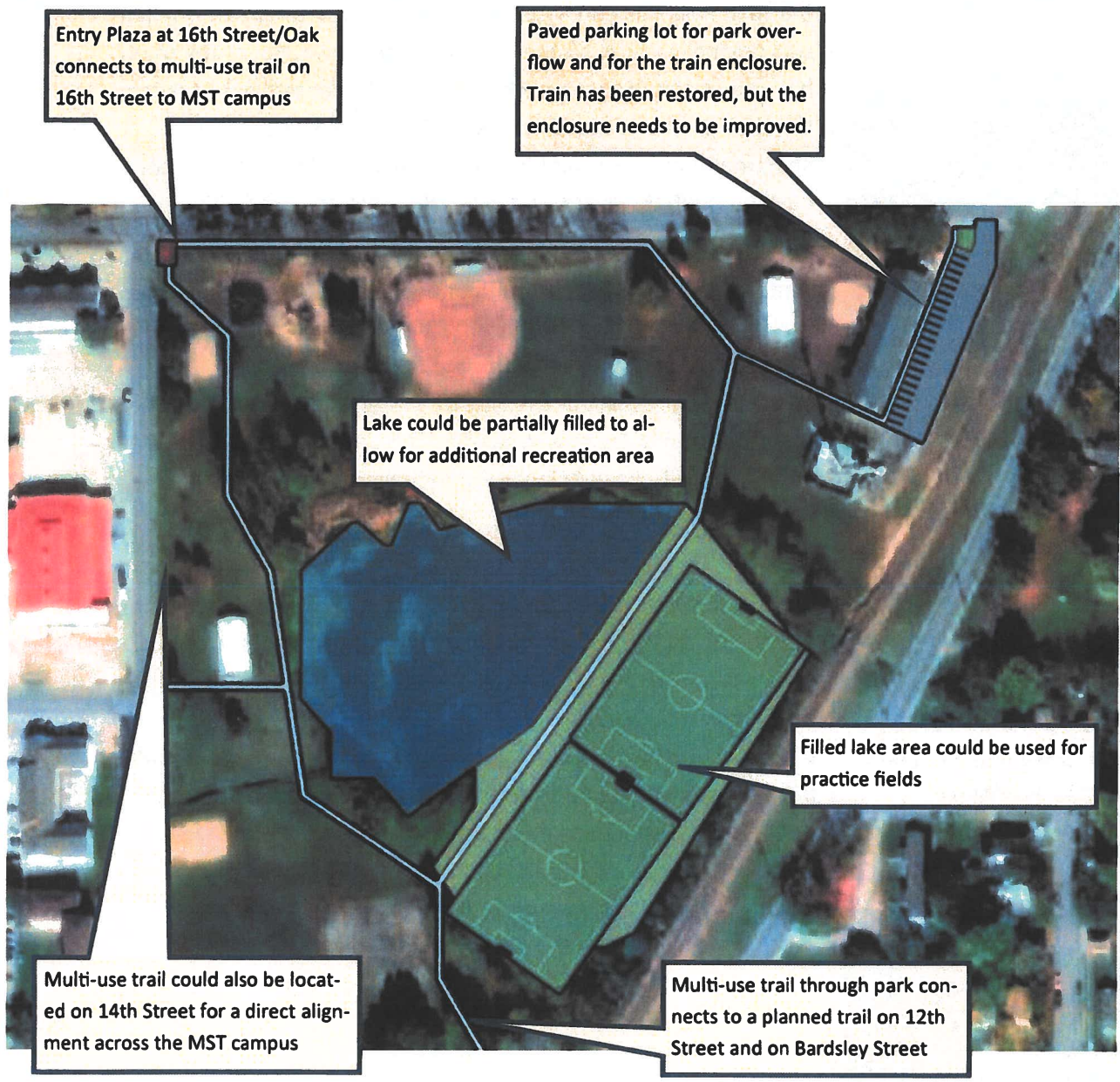
Improve protection for the train and pave the parking area

Install a walking trail around the lake

Install stormwater quality systems to clean the water and collect sediment

Regrade the lake to remove sediment and restore the ecology or consider filling all/part of the lake to create additional land area

Consider installing additional features at the park, including a dock, game tables, an additional pavilion, and swings sized for adults to appeal to college students

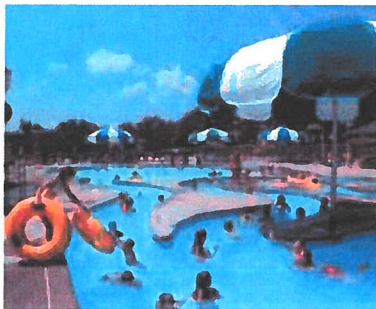


Schuman Park could be improved to better serve the neighborhood. The lake could be regraded to address the root causes of the algae issue. However, regrading the lake is a very expensive proposition. To reduce the future maintenance costs and increase the useable area of the park, the lake could be regraded and partially filled. The additional area could be used for recreation and allow for a trail to circle the lake. The majority of the persons living in the immediate area are college students, who may benefit from some facilities or programming that is targeted to that demographic.

The Rolla Parks Board would need to review and approve of any changes to the park. The plan shown on this page is only an example of what may be possible.



The Centre offers amenities such as a fitness center, aquatics center, and meeting rooms



The SplashZone offers a fun way to cool down in the summers



The lot at the NE Corner of Holloway/14th is not currently used. Options for the property include selling it for development or constructing a parking lot, dog park, or community garden.

Ber Juan Park was purchased by the city in the late 1960's. The park was originally a farm on the outskirts of the town. But as the town has grown, this 85 acre park has become the centerpiece park for the city. The park includes a stocked lake, walking trails, fitness equipment, pavilions, tennis courts, baseball fields, playgrounds, outdoor pool, skatepark, and football/soccer practice fields.

The park is also home to The Centre, a 63,000 sq. ft. community center with meeting spaces, indoor pool, fitness center, and a gymnasium. The Centre opened in 2002, however, the community center was intended to be self-sufficient in funding. The income has been very impressive for the type of facility, but it has still not met the expectations. Issues surrounding The Centre, SplashZone Waterpark, and the Holloway House are community-wide issues to be addressed in a separate plan.

Ber Juan Park is so large that many patrons may not be aware of all the facilities the park has to offer. In the survey, many people commented about the lack of a restroom facility and places to cook outside, despite existing facilities. Although there are facilities at the pool and in The Centre, an additional standalone restroom is planned to be built. Directional signage could also more easily make patrons aware of the other facilities, such as the grills and water fountains. A brochure could be provided for new Rolla residents.

Enhance Livability

Add directional signage, maps, and brochures for Ber Juan Park

Ensure that any impacts from changes to The Centre or the Holloway House are also vetted by the residents in the vicinity

Determine best use for the lot at the NE corner of Holloway/14th

Many residents are concerned about the level of street lighting at night. The lighting impacts traffic safety as well as the ability to safely walk outside at night. Each street was evaluated. However, except in a few locations, the street lighting appears to be adequate for the levels of vehicle and pedestrian traffic.

The streetlights in Rolla are operated by RMU, Rolla Municipal Utilities for the purpose of lighting roadways, rather than for pedestrians. RMU has policies in place for determining the locations of streetlights to minimize the cost to the public, while providing an adequate level of lighting. Streetlights are not required by any state laws. Street lights are generally located at street intersections. In locations where the spacing exceeds 600 feet, an additional streetlight may be considered.

Additional lighting may be needed for areas with higher pedestrian use, such as in the downtown, in more dense areas, and on popular trails. Most areas of the neighborhood meets the needed spacing for adequate lighting. However, a few locations may be in need of additional lighting to maintain the expected lighting levels for the amount of pedestrian use and vehicle safety. The locations may be a lower priority at this time, but would be more needed if a trail is built along Bardsley St. Any new streetlight may require coordination and agreement with the City of Rolla, Parks Department (one location), and RMU.

In addition, RMU allows for property owners to enter into an agreement to rent an outdoor light. RMU can install and maintain an outdoor light for a monthly fee. Outdoor lighting can be used for parking lots, yards, or any other areas which are in need of additional lighting.

Lighting in the parks is provided through the Parks Department. The parks are not well lit at night, however, at this time the parks are not open at night. Providing lighting for some uses, such as trails could allow reasonable nighttime use. Installing pedestal style lighting along the perimeter of the parks adjacent to the streets would provide an attractive park boundary. However, such changes would need to be approved by the Rolla Parks Board.

Enhance Livability

Install streetlights at certain locations—Under the overpass at 10th Street and Olive St; Bardsley Rd midway between Arkansas Ave and 14th St; 18th St midway between Maxwell St and Spencer St; and 14th St and Farrar Dr

Consider installing additional lighting in Schuman and Ber Juan Parks for trails, certain uses, and along the perimeter



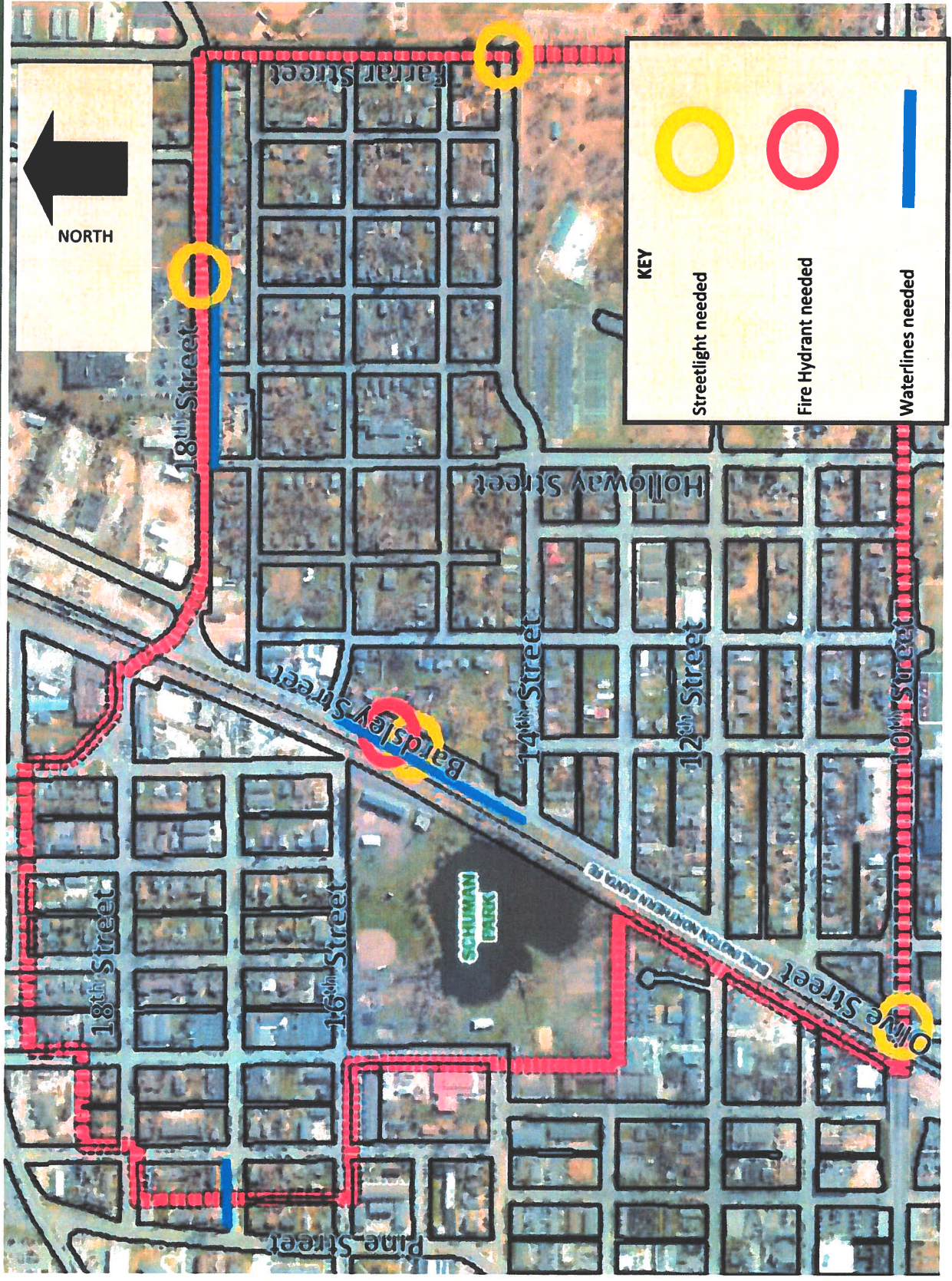
RMU operates the streetlights



Streetlights are generally located at street intersections. A few additional streetlights may be needed in the neighborhood. Coordination may be needed due to existing trees and utilities.

I. B. 29

Utilities



Schuman/Ber Juan Neighborhood Plan

I. B. 30

The utility infrastructure in the Schuman/Ber Juan neighborhood is mostly sufficient for both current and future needs. Waterlines, sewer lines, storm sewer, electric services, and other utilities are available throughout the neighborhood. Most utilities are in good repair. Most utility infrastructure should also be able to handle the expected amount of growth and development in the neighborhood.

However, a few issues may need to be addressed. The section of waterline along 18th Street adjacent to Truman Elementary School is only a 6 inch line. The waterline provides less water capacity than would be desired at the school. Ideally, the line will be replaced with a large enough line to serve as a trunk line for the area.

All fire hydrants in the neighborhood were tested to verify the available water flow and water pressure. No water pressure issues were found with the existing system. However, areas generally west of the railroad tracks, which may be redeveloped with higher densities, may require the use of a fire pump to provide adequate pressure for fire suppression systems. A small area on Bardsley, which also does not have a waterline, may require an additional hydrant for proper hydrant access if a waterline is built or the area is redeveloped.

Other utility companies often use RMU owned poles or city right-of-way to locate their infrastructure. However, over the years some companies have neglected existing lines and have not removed abandoned infrastructure. The issue is more visible in this neighborhood since most utility poles are located adjacent to streets rather than in rear alleys or easements.

Enhance Livability

Install larger waterline on 18th Street between Old St. James Rd and Forum Drive

Install waterline and hydrant on Bardsley between Arkansas Street and 14th Street

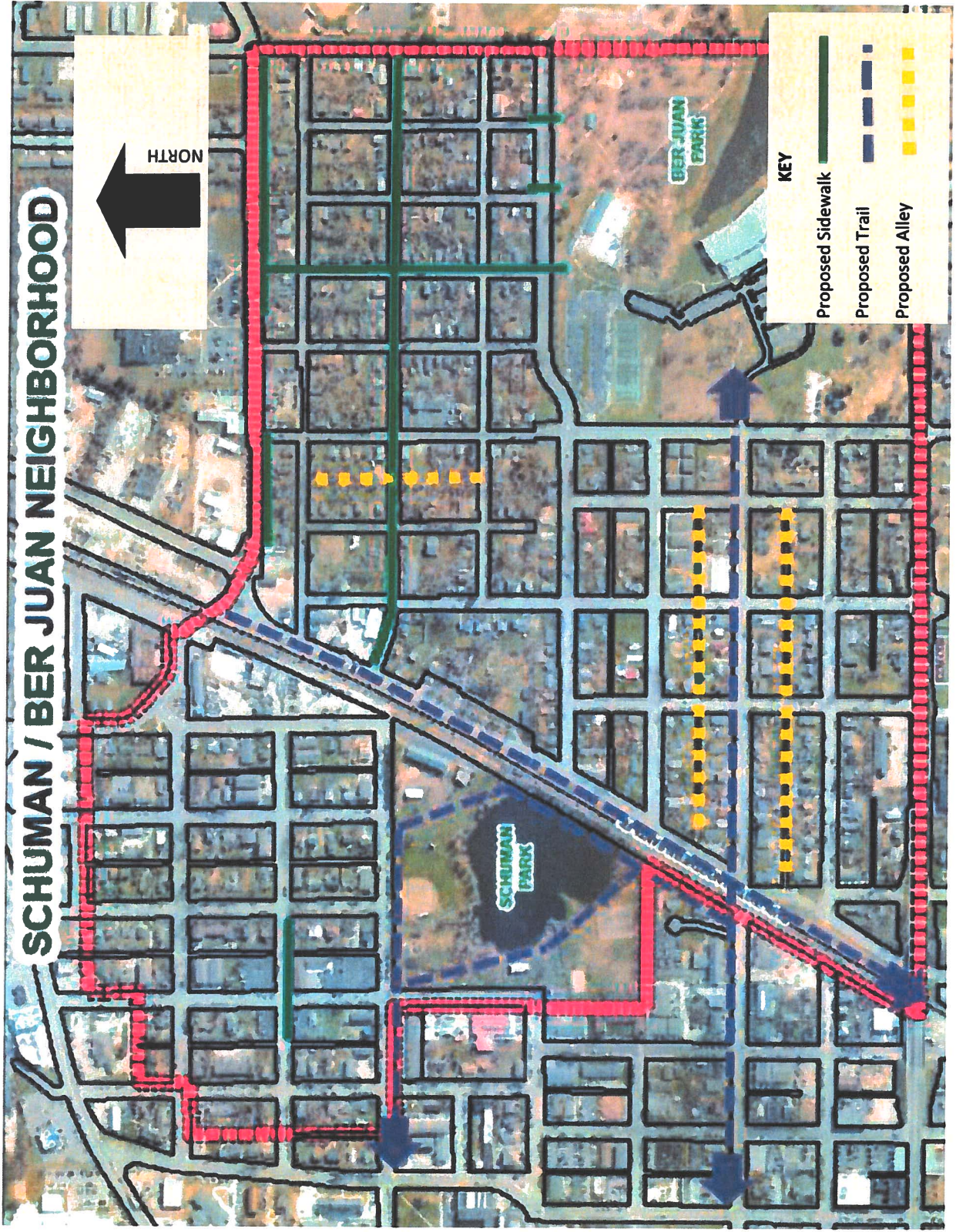
Work with franchise utilities to replace outdated infrastructure



Fire hydrants provide needed water to fight fires and allow water lines to be flushed to keep the water clean. They can also be tested to check the water pressure and water flow in the area.



Utility lines and poles operated by franchise utilities for phone, cable, ect. have been poorly maintained in the neighborhood



SCHUMAN / BER JUAN NEIGHBORHOOD

Schuman/Ber Juan Neighborhood Plan

People enjoy walking. Usually, walking is more enjoyable when undertaken for recreation rather than a requirement. Today, most adults only walk as a choice for recreation. However, a proportion of the population must walk in order to get to work, school, or for other basic needs. Some do not have access to a vehicle, either by choice or due to not having enough income to purchase a car and maintain it, being too young or old to operate a vehicle, or having a disability that does not allow them to operate a vehicle. These people rely on rides from others or they must walk.

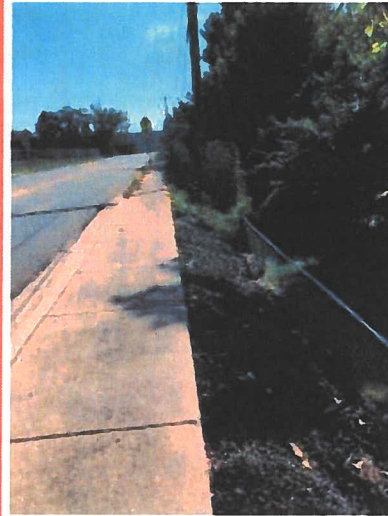
The quality, location, and connectivity of the sidewalk system is known as “walkability.” Walkability simply is how well the sidewalk or trail systems work for recreation or everyday use. Better walkability usually leads to more users since it provides another option for all residents.

About 94% of the residents in the Schuman/Ber Juan Neighborhood are interested in preserving and improving walkability. Only about 6% do not or cannot walk at all—usually due to health issues. About 22% of the residents would walk more often if improvements to the walkability were made. Many are concerned about lighting, safety, and a lack of sidewalks in certain locations.

In general, the existing sidewalks are in good condition. Many streets do have sidewalks along them on at least one side. The sidewalk width is appropriate on all streets, except perhaps a few locations on major roads. However, sidewalks are almost completely missing on most streets east of Holloway Street and north and west of Ber Juan Park. Sidewalks may not be necessary on every street, but adding them in a few locations should provide an adequate level of walkability.

Bikeability is similar to walkability, except for how easy it is to travel by bicycle. Bikeability was less important to the residents in the neighborhood. About 50% were not at all interested in biking. About 28% already use a bike frequently. However, this means that about 22% would be interested in biking if certain barriers are addressed. Bike use could potentially double in this neighborhood.

Some people do not own bikes. Some people do not have a proper place to store a bike at their home. Some people are deterred from a lack of places to park a bike at their destinations.



The sidewalk adjacent to 18th Street is directly adjacent to the road, narrow, and is adjacent to a steep slope with no guard railing



The Acorn Trail and Deible Loop are part of the multi-use trail system. Trails are proposed which would connect most areas of the city.



Multi-use trails in more urban/dense areas can be designed with pedestrian lighting, decorative pavement, benches, and landscaping.

The sidewalk network is important to provide access to each property, but a trail network can also provide access across the city by providing a more favorable or direct route, wider facilities, and amenities. Trails should connect destination centers. Trails are also commonly used for recreation.

The 12th Street corridor could connect Ber Juan Park to the MST campus. 14th Street could connect Schuman Park to the MST campus, however, crossing the railroad tracks at 14th Street is not possible. Therefore, locating the multi-use trail through Schuman Park to connect to the trail that would be on 12th Street would both connect the two parks and would create a trail in Schuman Park, which currently does not have any trails.

The Bardsley Street corridor could connect the neighborhood with the downtown. Bardsley Street and Old St. James Road also roughly correspond to the location of the Trail of Tears, which passes through Rolla. This trail could potentially one day connect to St. James and beyond. If such a trail were built, the use could one day justify the cost of a below or above grade crossing of the railroad to provide more direct access to Schuman Park. But until then, the neighborhoods could use the Bardsley Street trail as an easy, comfortable way to get to the railroad crossings at 12th Street and 18th Street.

10th Street is designated as being part of the Acorn Trail system. However, the facility currently consists only of a standard sidewalk and bike lanes in some areas.

Enhance Livability

- Add railing for sidewalk along 18th Street
- Construct sidewalks along Leroy Street; and parts of 18th Street, and Arkansas Ave, Missouri Ave, and 17th Street
- Construct ADA ramps where needed
- Construct a sidewalk cut-through at the end of Leroy Street to 18th Street
- Require bike parking for multi-family and some commercial uses
- Add bike lanes to Holloway Street between 10th Street and 14th Street
- Build multi-use trails on 12th Street, 14th Street through Schuman Park to 12th Street, and Bardsley Street; Improve 10th Street

Alleyways are located in many blocks throughout the neighborhood. Alleys provide rear access for lots, space for rear utilities, and in some places access for trash service. However, most alleys in the Schuman/Ber Juan Neighborhood are narrow, one-lane, and gravel. Some alleys have been abandoned.

Alleys do require some maintenance. Gravel alleys require more frequent, but cheaper maintenance. Gravel alleys are appropriate only for very low use areas. Paved alleys allow for more traffic and less frequent maintenance. Paved alleys are more appropriate for commercial areas and areas with higher residential densities.

The alleyways in the areas on the west side of the railroad tracks should be paved due to the current and likely future densities. The alleys would allow for rear parking and reduce the need for large parking lots. If a development is proposed that would encompass an entire block, vacating the alley would be appropriate. Otherwise, the alleys should be preserved to provide access and utilities.

The alleyways in the areas on the east side of the railroad tracks could generally be maintained as gravel alleys. However, the alley between 12th and 11th Streets; and Olive and Maple Streets should be considered for paving in the future due to the length of the block and higher densities. Other existing alleys east of the railroad could be vacated if they are abandoned or no longer provide any rear access for properties or for utilities.

The alleys are all platted with 12 to 18 foot rights-of-way. To allow for proper pavement and access for utilities, alley rights-of-way should generally be 20 feet. Additional rights-of-way are needed. The city can assist property owners to form a paving district. A paving district allows a mechanism to fund the construction and repay the costs over a period of time. Some types of development may need to be required to improve an alley in order to access the alley.

Enhance Livability

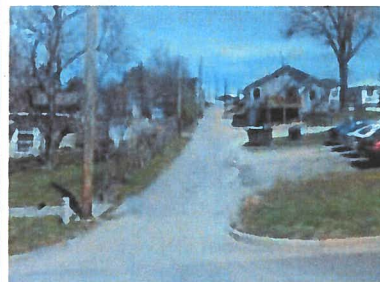
Attempt to procure additional rights-of-way for alleys to be paved

Create a paving district to allow alleys to be paved

Review changes to the zoning code to require alleys to be improved for certain developments

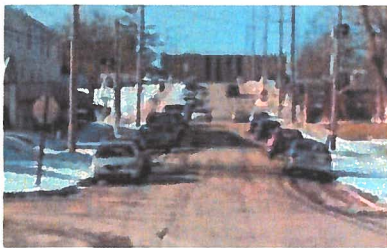
Preserve existing alleys except for full-block developments and unneeded or abandoned alleys

Consider building alleys along portions of Holloway Street



Alleys provide rear access to property for parking, trash service, and utilities. Some alleys are paved. Many are gravel.

T.B.35



Parking along 16th and 17th Streets near the university is in high demand. The streets are not wide enough for parking on both sides.



Southeast Missouri Transportation Service is currently studying the potential to provide transit services in Rolla and the surrounding area. Bus service could help reduce automobile dependence and so reduce the need for parking.

The issue of parking emerged in comments in the survey and made during the neighborhood meeting. Many streets are wide enough to accommodate on-street parking. Most single-family and two-family dwellings provide ample off-street parking. However, a few select locations seem to suffer from parking issues.

On-street parking is permitted on most streets. Only the portion of Holloway Street between 14th Street and 18th Street has lots which front the street and no on-street parking. Additional rights-of-way to allow for widening would reduce already very narrow front yards. Installation of alleyways could ease parking pressures for a few of the blocks.

Areas east of the railroad tracks are generally more dense. The density causes more need for parking. Older buildings are less likely to have adequate off-street parking. In part, the parking issue has been caused by changes in college students habits. Despite the neighborhood being within walking distance to the university and downtown, a greater percentage of students bring their cars with them for shopping and employment.

Development of additional commercial and retail uses within walking or biking distance should reduce the need for students to bring their cars. A city-wide transit system would also provide an alternative to needing a car. Landlords could be encouraged to “decouple” the cost of parking from rent by charging for each separately. Extra spaces could be rented to others in need of parking. Carpooling, ride-sharing, and potentially car rental services could be used if the need for a vehicle arises.

However, the greatest cause of parking issues in the neighborhood is not caused by the residents of the neighborhood. Free, untimed on-street parking close to the university has lead to many commuter students parking in the neighborhood during classes. The larger issue of parking at the university is not the subject of the neighborhood plan. But the parking in the neighborhood could be better managed with the installation of timed or paid parking and/or parking permits for residents. A parking lot could be constructed to provide parking for students, Schuman Park activities, and overflow parking.

Several residents indicated that speeding may be an issue in a few locations. Generally, most of the side streets are not conducive to speeding. But a few streets may need some modification to reduce vehicle speeds.

Any students who walk to Truman Elementary School must cross 18th Street. However, approximately 65% (westbound); 34% (eastbound) of drivers currently drive 5 mph or more over the posted 25 mph speed limit. The area near the school does have a school zone speed limit during the morning and afternoon. Currently, the west-bound lane is about 18 feet wide to accommodate vehicle queuing after school.

Holloway Street bisects the neighborhood. The portion between 14th Street and 18th Street was narrowed to allow for construction of a sidewalk. The narrowing also had the side-effect of reducing vehicle speeds by 5-16%. The portion of Holloway Street between 14th Street and 10th Street currently much wider. Edge lines were recently installed on this section of the roadway. Narrowing the street should reduce the speeds. Increasing the speed limit from 25 to 30 mph would result in a 65% compliance rate, versus the current 9% compliance today.

Vehicle speeds can be reduced by reducing the physical or perceived lane width. Simply adding edge line painting can make a road appear to be narrower and slow vehicle speeds. Installing curb extensions at intersections can also reduce vehicle speeds, especially in areas where vehicles are not commonly parked on the street.

Enhance Livability

Install edge line paint on 18th Street to effectively narrow the driving lanes and reduce vehicle speeds

Install radar speed signs at locations with chronic speed issues

Install curb bulbs at key locations where existing on-street parking is underutilized to effectively narrow the driving lanes

Review speed limits and modify as needed

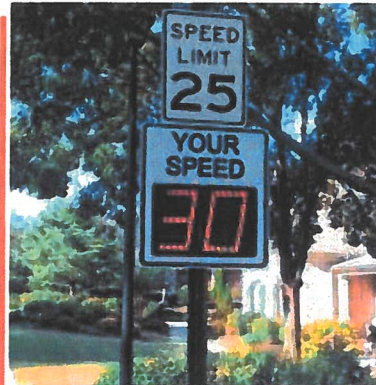
Enhance Livability (Page 34)

Preserve, construct, and improve alleyways for rear access parking

Review codes to reduce parking demand and increase parking supply

Consider installation of timed parking, paid parking, and/or parking permits to control on-street parking

Consider construction of a commuter parking lot for students and overflow for the residents



Radar Speed Signs are effective at reducing vehicle speeds. Edge line painting, curb extensions (below), on-street parking and street trees can also reduce speeds.



Police patrols, speed bumps, and ordinary speed limit signage is not effective at reducing speeds. Police officers simply cannot patrol all streets at all times.



Edge lines are a cheap, effective way to visually narrow a street and reduce vehicle speeds. Edge lines also can create a shoulder, parking area, or bike lanes.



12th Street is 30 feet wide. With on-street parking on both sides, only about 14 feet remains for driving.



The high demand of on-street parking causes Elm Street to become a one lane road

12th Street between the railroad tracks and Holloway Street has potential to be drastically improved. 12th Street is planned to become a part of the multi-use trail system. An urban multi-use trail will usually consist of a wider sidewalk, adequate lighting, and occasional amenities such as benches and trashcans. Bicycle access may be provided on the sidewalk or on the street.

The block of 12th Street between Bardsley/Olive and Maple Street is also impacted by higher density, a narrower street width, and high demand for on-street parking. The result is that the street does not allow for two way traffic. Drivers must pull over and yield. Fortunately, traffic counts are usually low enough that the issue is manageable.

16th, 17th, and 18th Streets between Pine Street and Oak Street; and Oak Street and Elm Street between 16th Street and 18th Street are also impacted by higher density, narrower street widths, and high parking demand. The area requires that drivers yield to oncoming traffic, as the streets are not wide enough for two way traffic.

However, to fully address the issue, the streets would need to be widened by about 6 feet. Until the street can be widened, yield signage and designated areas for drivers to yield may be adequate.

Portions of Elm Street may be widened within the next two years to help accommodate temporary traffic while Pine Street is being repaved.

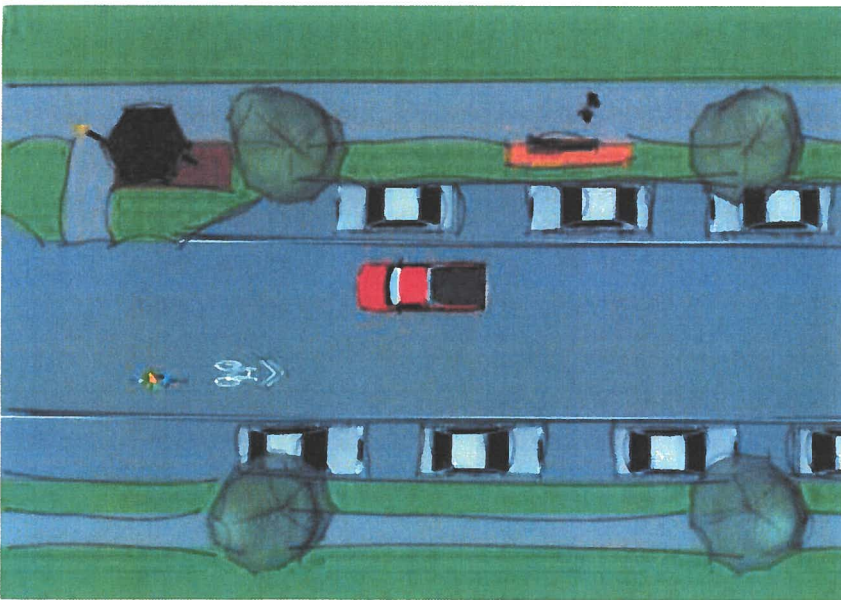
16th Street is proposed to also include a multi-use trail from the university campus to Schuman Park. 16th Street is recommended to be widened by up to 6 feet between Pine Street and Olive Street to accommodate the on-street parking and two-way traffic.



12th Street could be redesigned to act as a connector between the university campus and Ber Juan Park. The proposed trail should be located on the north side if possible, a minimum of 8 feet wide, with street trees planted, and a few amenities such as lighting, benches, and kiosk for neighborhood information. The street would need to be widened to allow parking on both sides and adequate space for two-way traffic. Utility locations are to be determined.



Adding yield signs and a space for drivers to pull over would make narrow streets easier to navigate until they can be widened



Enhance Livability

Consider converting some streets to one-way traffic

Consider widening 12th, 17th, 18th, Elm, and Oak Streets

Widen 16th Street between Pine Street and Oak Street

Schuman/Ber Juan Neighborhood Plan



Intersection of 18th Street, Bardsley Rd, and Old Saint James Rd

A few particular street intersections were mentioned in the survey as being dangerous or uncomfortable to navigate. The intersections of 18th Street and Bardsley/Old St. James Rd and 12th Street and Bardsley/Olive Street could both be redesigned to work better. The 18th/Bardsley/Old Saint James Rd intersection has experienced a few accidents. Improvements will become more necessary as traffic levels increase.

The 18th Street and Bardsley/Old St. James Rd intersection currently has a Y intersection, an angled intersection, and is impacted by proximity to the railroad. The unusual design creates confusion and likely slows traffic for all users.

However, to completely address the issue, additional rights-of-way would need to be purchased. The needed rights-of-way would be expensive. If additional rights-of-way were purchased, the intersection of 18th Street and Bardsley/Old St. James Rd could be realigned. The realignment would allow for traffic to not back onto the railroad tracks and could allow for a traffic signal in the future if needed.

The remaining land could be sold to allow for a commercial development and help offset the project costs. About 20,000 sq. ft. is shown between the road and the railroad tracks. The project may cost between \$150,000 and up to \$500,000 with the traffic signal.

In the mean time, at a minimum pavement markings could be added to clarify traffic movements, add turn lanes, add pedestrian crosswalks, and potentially add stop signs to create a 4-way stop.

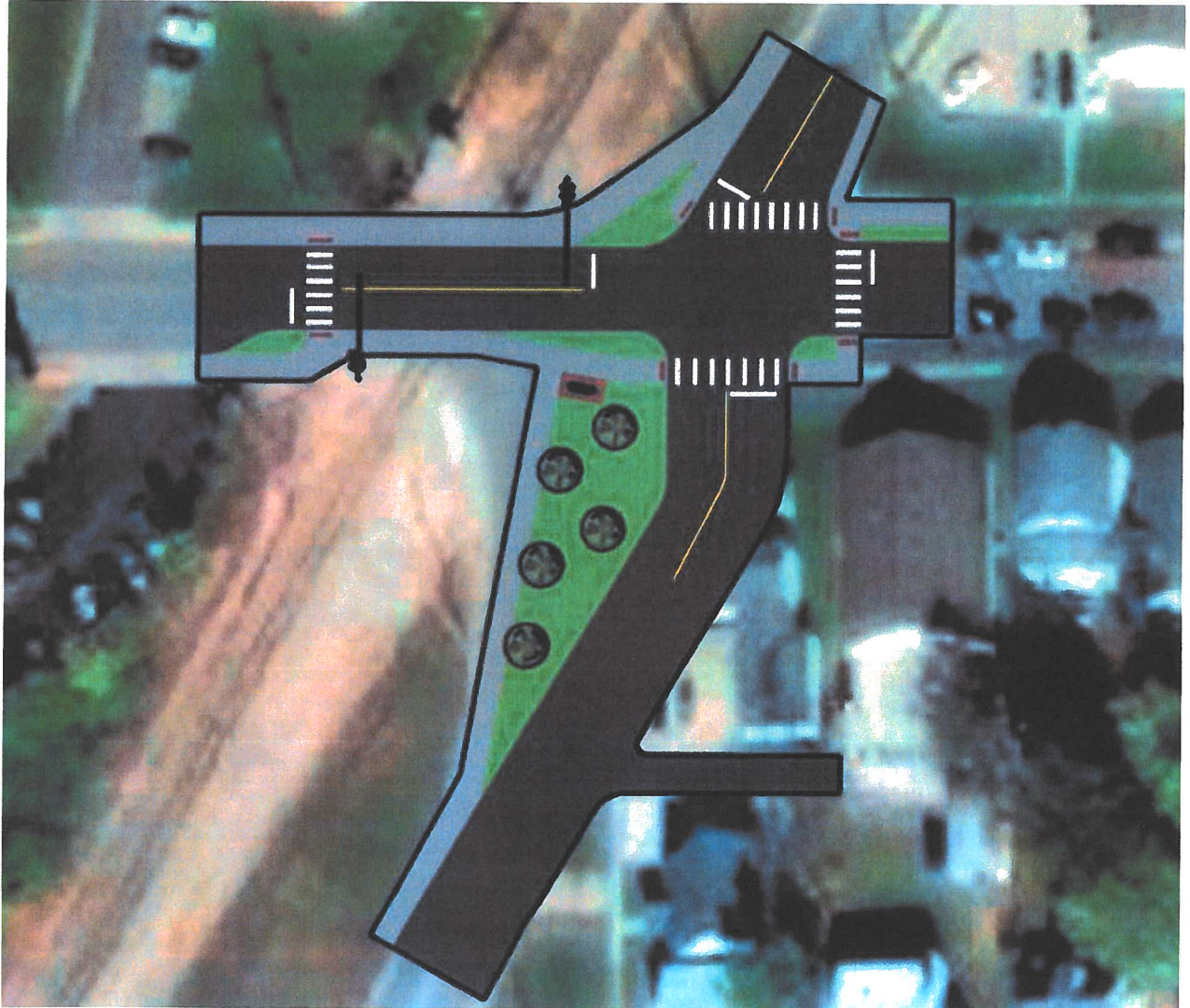


Enhance Livability

Redesign the intersections of 18th Street and Bardsley/Old St. James Rd

Acquire the needed rights-of-way if the property becomes available

Install temporary pavements and signage to improve the intersection until permanent solutions are possible



Enhance Livability

Redesign the intersections of 12th Street and Bardsley/Olive Street

Acquire the needed rights-of-way if the property becomes available

Install temporary pavements and signage to improve the intersections until permanent solutions are possible

The 12th Street and Bardsley/Olive Street intersection is currently an offset intersection, very close to the railroad, and heavily used by pedestrians. The unusual design also creates confusion, causes vehicles to be delayed, and requires pedestrians to cross the street an additional time due to the slope at the railroad crossing. The intersection also has stop signs at each street. However, due to the railroad, the stop signs on 12th Street are separated by over 150 feet. The separation and offset causes drivers to have difficulty determining who has the right-of-way.

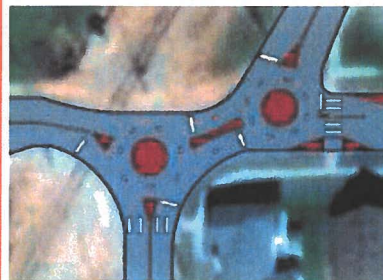
To completely resolve the issues, a property which currently has a house on it would need to be acquired. If additional rights-of-way are purchased, the intersection of 12th Street and Bardsley/Olive could be realigned to create an easier to navigate intersection and prevent vehicles from queuing across the railroad tracks. The remaining land could allow for the creation of a mini park.

The project may cost between \$180,000 and up to \$300,000.

In the mean time, at a minimum pavement markings could be used to delineate two mini-roundabouts. The roundabouts should simplify the intersection by allowing free flowing traffic in all directions.

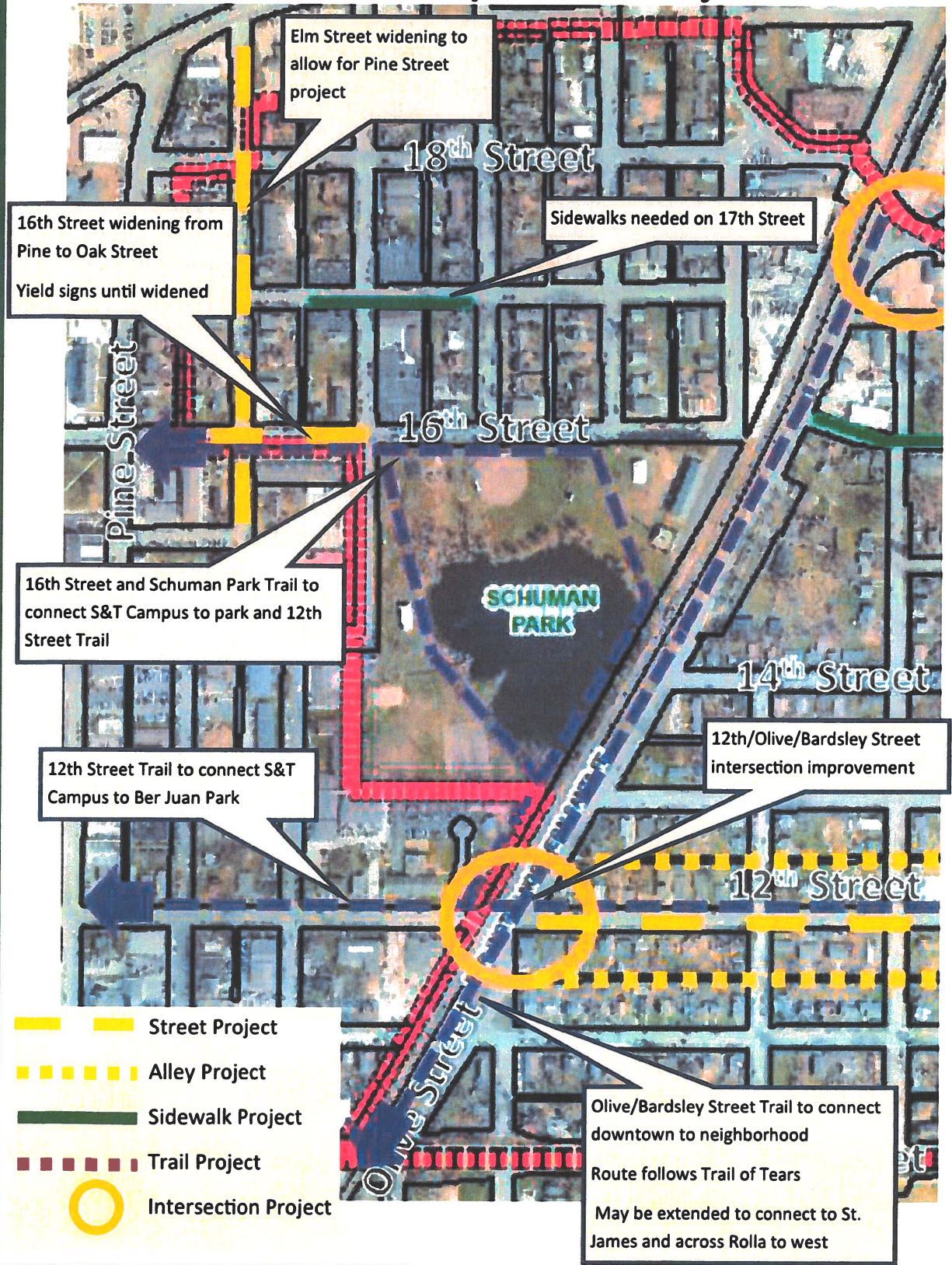


12th Street and Bardsley/Olive Street



Two mini-roundabouts could improve the 12th/Bardsley/Olive intersection with paint and signage only

Potential Transportation Projects



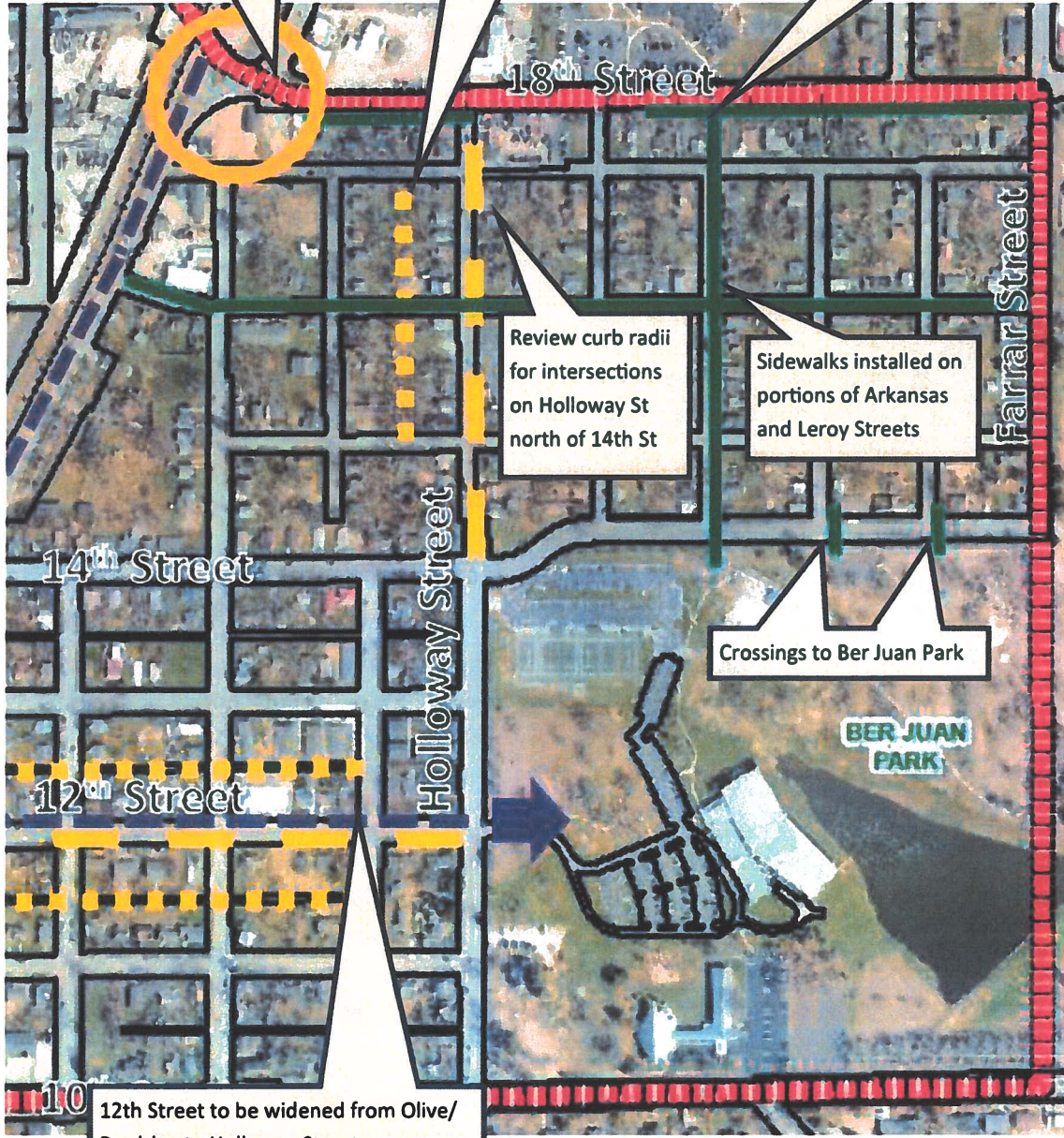
Schuman/Ber Juan Neighborhood Plan

Potential Transportation Projects

18th/Bardsley/Old St. James Rd intersection improvements

Alley installed along portion of Holloway Street

Sidewalks installed/ improved on 18th Street
Sidewalk connection from 18th to Missouri Street



18th Street

Farrar Street

14th Street

Holloway Street

12th Street

Review curb radii for intersections on Holloway St north of 14th St

Sidewalks installed on portions of Arkansas and Leroy Streets

Crossings to Ber Juan Park

BER JUAN PARK

12th Street to be widened from Olive/Bardsley to Holloway Street
Alleys along 12th to be widened and paved if ROW is granted
12th Street Trail connects S&T Campus to Ber Juan Park



Some buildings lack street facing windows or use out of scale windows. Parking between the building and the street should be discouraged. Landscaping and trees can greatly improve the appearance of a property.



Townhouses are required to provide some façade articulation and changes in materials. Parking in the rear or on the side of a property allows for a front yard. Street trees greatly improve the view looking down the street.

Based on the survey data, about 64% of the residents favor some forms of design requirements for new development. There is less agreement on what exact requirements are desired. A few suggestions did receive more approval than others.

Design requirements are intended to cause new development to better fit with the existing buildings. Today, many newer buildings are not quite as attractive as some of the older buildings. Better designed buildings should lead to more consistent property values and a more attractive neighborhood.

A few building design requirements should help newer buildings to fit in with the existing neighborhood. Many multi-family and townhouse buildings have been built with the building side or rear walls facing the street. The side or rear walls then either lack windows or feature very small windows. Ideally, the walls facing the streets would also have doors and porches. While single-family and some smaller multi-family buildings could be designed with street facing doors and porches, larger building may be more difficult to design.

The most important part of design is how a building looks from the street. The sides, rear, and interior are much less important. Building height and scale and details such as window placement, door location, porches, materials, and front yard can all be addressed. Limiting building materials and a prohibition of front yard parking is not supported, based on the survey.

However, in many ways, good design and architecture is in the eye of the beholder. A full architectural review or historical protections is not proposed. Starting with a few smaller requirements may help for now. The impact and need to adjust can be evaluated at a later time.

Many support limiting the building height to two stories. Others would tolerate taller buildings in the more dense areas. Allowing density and taller buildings in the areas west of the railroad tracks would allow for student-oriented development that is walkable to the university. Allowing student-oriented development in that area may also remove some pressure for rental and multi-family housing in the areas east of the railroad tracks.

The zoning code currently has rules for townhouse developments that require the building face to have some change in the façade materials and offsets. Similar requirements for large multi-family buildings may be needed as well.

The location of parking can also improve a property appearance. Parking could be located off alleyways, where they exist, or on the side of a property, or accessed only from the more minor street frontage.

Street parking could be better utilized in the more dense areas. Simply allowing the street parking adjacent to the property to count towards the parking requirements could reduce the size of the parking lots. Requiring the developer to stripe the parking spaces, widen the street if needed, and construct curb extensions would create quality parking.

Landscaping/buffering is generally not required for most development that would occur in the Schuman/Ber Juan neighborhood. At a minimum, landscaping such as front yards, street trees, and fences between some uses would lead to a great improvement in appearance and compatibility. The front yard setbacks may need to be reduced to allow for a front yard and discourage parking in the front.

Preserve Affordability; Enhance Livability

Review height limits in zoning code; Allow taller buildings on the west side and a few targeted locations; Limit height to two stories elsewhere

Consider revisions to the zoning code for larger multi-family buildings such as façade articulation, window size, and ground floor unit doors

Revise the zoning code to require all building walls that face a street to provide windows

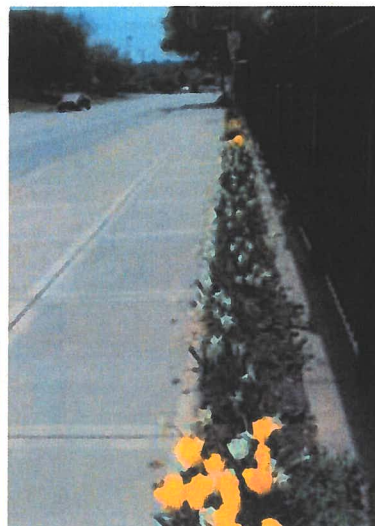
Revise the zoning code to require that single-family dwellings provide an entry door and front porch; encourage two-family and townhouse units to provide front doors and porches

Revise zoning code to require rear parking when an alleyway is available; encourage parking to be provided in a way that allows for a front yard

Revise zoning code to allow on-street parking to be counted toward the parking requirements if the on-street parking meets a standard

Revise the zoning code to require fencing between multi-family buildings and existing single-family buildings

Revise the zoning code to encourage street tree plantings; require a front yard; reduce front setbacks; and require an amount of landscaping along building facades facing a street

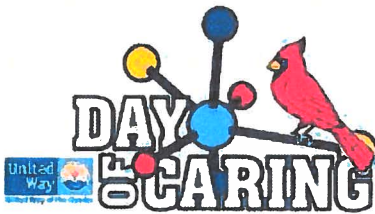


Landscaping can turn the ordinary into extraordinary. The “Tulips on Troost” efforts in Kansas City was an attempt to improve a divided neighborhood and beautify the area. The effort there has waned, but landscaping has the power to bring a neighborhood together and turn an ordinary place into something special.

Design requirements are intended to preserve adjacent property values, create a level of expectation for how property may be developed, and could potentially raise the expectations for how existing properties are maintained. In addition, an attractive neighborhood can prevent certain crime, improve happiness, and improve health by encouraging more walking or bicycle use.



Both Schuman Park and Ber Juan Park have pavilion facilities that could accommodate neighborhood meetings and events



The United Way charity in Springfield hosts an annual "Day of Caring" which connects volunteers from all over the community to assist those in need. A similar effort in Rolla could be organized to assist citizens in the Schuman/Ber Juan neighborhood

The residents of the Schuman/Ber Juan neighborhood want to be more involved in their neighborhood. Many people simply do not know how they can be more involved, as there are currently no formal organizations. About 50% of the neighborhood residents are willing to do more to directly improve the neighborhood.

Based on the survey, the neighborhood has a home-grown pool of a few hundred people who are willing to assist with small repairs and improvements such as repairing fences, mowing grass, and painting. Some are also willing to assist with more difficult repairs such as roofing or window replacement. Someone is needed to organize the efforts. A local church led an effort several years ago. Such efforts may also be eligible to count towards community service.

A few residents are interested in serving as a block captain or as a watchmen for a neighborhood watch. A block captain could serve as an organizer for a volunteer program. A block captain could also take on the responsibility for ensuring upkeep of sidewalks and trash cleanup in an area, much like an adopt a street program.

The neighborhood meeting revealed a desire among the student population to feel more integrated into the neighborhood. Some suggested an annual neighborhood event in the fall after school is in session. Such an event would allow for the new and old residents to meet each other. New residents could be given informational guides and allowed the opportunity to join the volunteer programs. Using branding for publications and signage would help to differentiate the neighborhood.

Build Community; Encourage Positive Change

Establish a neighborhood organization which may also include the neighborhood watch and block captains

Assist neighborhood organization to recruit volunteers to assist residents with basic and major repairs and maintenance

Create an annual neighborhood event

Use neighborhood branding to differentiate the neighborhood

Phelps County does have a county-wide disaster mitigation plan. The plan does include topics which are specific to Rolla. However, the plan does not provide much guidance which is specific to the Schuman/Ber Juan Neighborhood.

The neighborhood is not impacted by a designated floodplain. However, Schuman Lake does act as a regional detention basin. When completely full, the lake would also flood a portion of 16th Street and several park facilities, and potentially some adjacent residential yards. The water depth should not exceed 12-18 inches.

If the 36" stormsewer downstream of the lake becomes full or blocked, stormwater would drain through some of the lower areas of the neighborhood towards 10th Street. Fortunately, the depths would not be expected to be over 12-18 inches.

The neighborhood is divided by the railroad tracks. Several trains per day use the railroad. The railroad does not disclose any hazardous materials which could be being transported. Houses on the east side of the railroad tracks are at risk for damage or injury to occupants if a train were to derail. Higher density housing within 200 feet of the railroad should be discouraged. Open space, and some commercial uses should be encouraged adjacent to the railroad tracks.

Fire hydrants are located throughout the neighborhood. One additional hydrant is needed for coverage, but a waterline also needs to be extended to serve the hydrant. The water pressures are adequate for fire protection in the neighborhood.

Enhance Livability

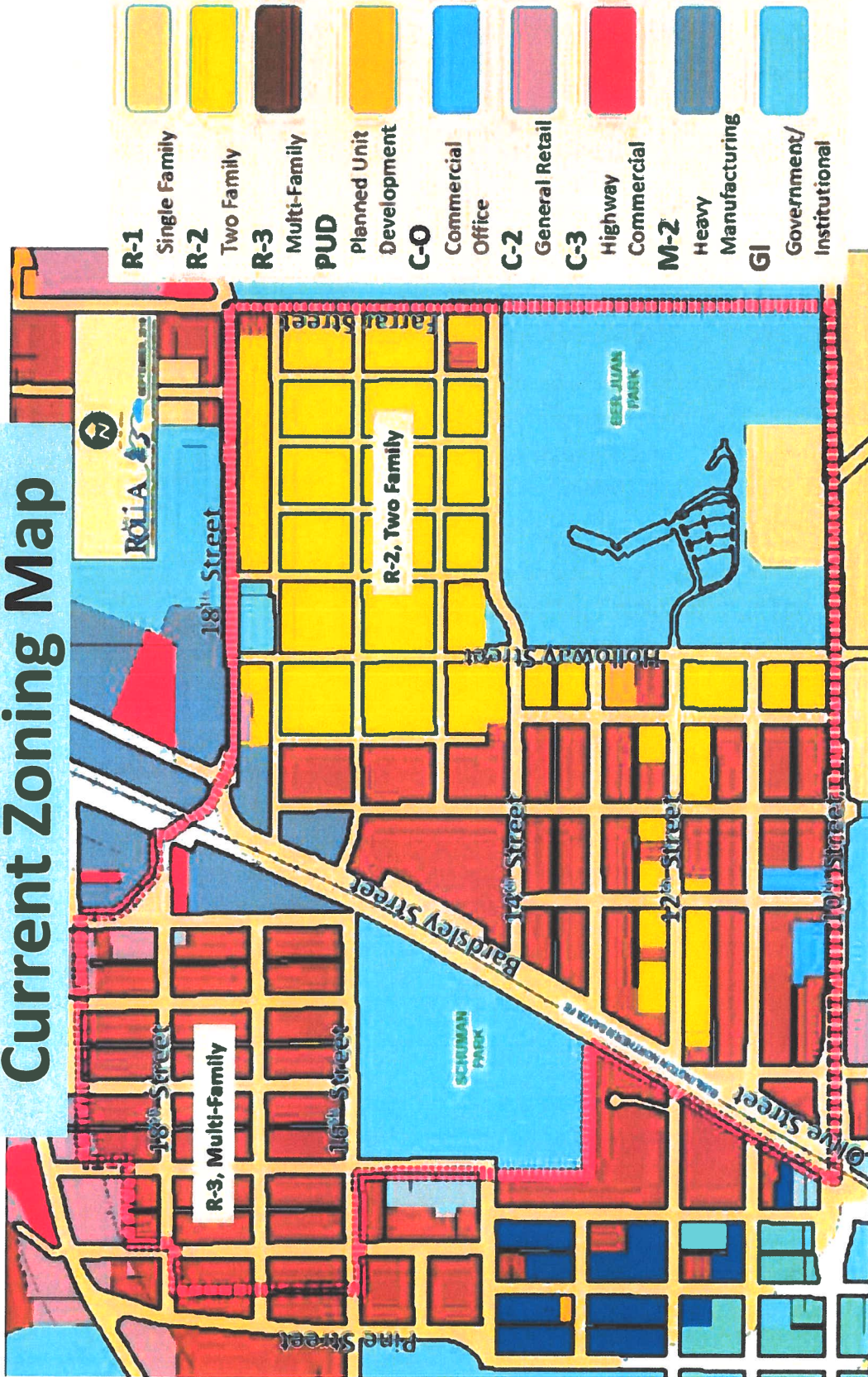
Evaluate the impacts of flooding if the main storm sewer from Schuman Lake were to overflow

Establish a 200 foot setback from the railroad tracks for new multi-family construction; consider rezoning property within setback



In 2013, a train carrying hazardous materials derailed and destroyed most of the downtown district in Lac Magantic, Quebec, killing 47 people

Current Zoning Map



Schuman/Ber Juan Neighborhood Plan

I.B.50

The majority of the Schuman/Ber Juan neighborhood is zoned R-2, Residential Two-Family and R-3, Residential Multi-Family. A few areas have various commercial zoning types. The commercial areas are mostly limited to frontages along 10th or 18th Streets.

The areas which are zoned R-2 are mostly located along 12th Street, Holloway Street, and east of Holloway Street. The R-2 district allows for single-family and duplex residences. Most of the area is currently single-family residences. However, the R-2 district also requires a minimum lot size, lot width, lot coverage, and setbacks.

Since most lots (and even two lots combined together) are less than the required size and width, most development requires approval of a variance. The setbacks also can require that a new building be located farther from the street than most other buildings in the area, making it less compatible. The R-2 district allows for buildings to be up to three stories in height. Residents prefer that heights be limited to two stories. Since most existing buildings in the area are single-family uses, some design requirements for duplexes should help them to be more compatible.

The areas which are zoned R-3 are generally located west of Ozark and High Streets. The R-3 district allows single-family, duplex, and multi-family uses up to a density of 26 units per acre. Similarly to the R-2 district, the R-3 district also requires a minimum lot size and lot width. The small lot sizes, however, still require that several lots be combined to allow for most multi-family development. The R-3 district allows for up to four stories in height.

A few areas are zoned for manufacturing and industrial uses. While the intent seems to have been to zone the properties based on their current use, the zoning would allow for many uses which would not be compatible with the neighborhood. Rezoning these properties to a commercial district would allow the current use to remain and prevent many incompatible uses in the future.

Rezoning certain properties and revising the zoning codes should help to streamline development review and make redevelopment easier.

Preserve Affordability; Enhance Livability

Consider revising the zoning code or creating an overlay district to remove or reduce the minimum lot size, lot width, lot coverage, and front setback in the neighborhood; add design requirements for duplexes; and change height limits

Consider rezoning areas that are zoned M-1 and M-2

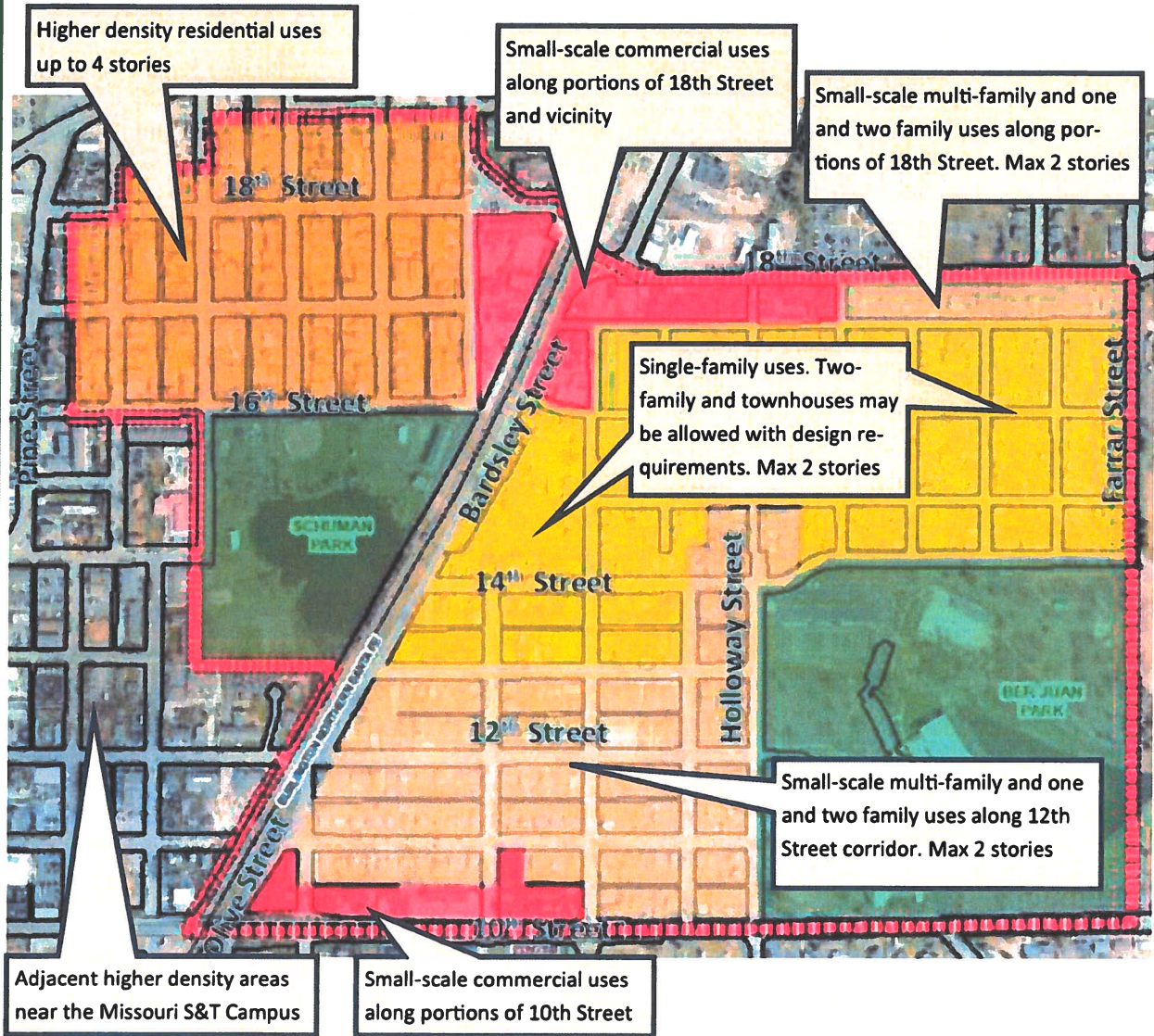
Residential zoning districts in the Schuman/Ber Juan neighborhood:

R-2, Residential Two-Family

- Minimum lot size: 9,000 ft. ft.
- Minimum lot width: 75 feet
- Minimum front setback: 25 feet
- Maximum height: 3 stories
- Parking: 0.66 per bedroom (Min. 2)
- Maximum lot coverage: 40%

R-3, Residential Multi-Family

- Min. lot size: 7,500 sq. ft. (one and two family units)
- Min. lot size: 9,000 sq. ft. (3 units; plus 1,500 sq. ft. per add'l unit)
- Minimum lot width: 75 feet
- Minimum front setback: 25 feet
- Maximum height: 4 stories
- Parking: 0.66 per bedroom (Min. 2)
- Maximum lot coverage: 40%



Potential Development Capacity

- Current vacant lots: About 47
- Current vacant dwellings: 16
- Current number of dwelling units: About 600 (1,344 population)
- Projected dwelling units: About 230 additional units (512 population)
- Projected increase: 38%

Preserve Affordability; Enhance Livability (Page 45)

- Rezone properties in the neighborhood to match the recommended future land use map
- Consider creating an overlay zone, performance-based code, or a form-based code

Schuman/Ber Juan Neighborhood Plan

I. B. S2

Higher density residential uses are recommended in the areas west of the railroad tracks. The areas west of the railroad tracks are within easy walking distance to the university campus and is already home to much multi-family development. The area is desirable to the student population. The higher density would include multi-family apartment buildings that are up to four stories.

The density may not need to be specifically limited, as the parking needs, setbacks, and landscaping already limits development. Density limits also push developers to provide fewer units with more bedrooms. The result may be the same number of people. Allowing 1 bedroom and studio units more easily would decrease per unit rental prices and allow more living arrangement options.

A few areas to the east of the railroad tracks may be suitable for a medium level of multi-family development. The development should be higher density, but should consist of multiple single-family units, duplex units, and attached townhouse units not more than two stories in height.

The remaining residential areas should be retained with as much of the current character as possible. Single-family houses, as well as multiple single-family units on one lot, should be allowed. Duplexes could be allowed if designed to appear similar to a single-family house or if an existing single-family house is converted. Townhouses could also be allowed in some locations. Buildings should be limited to two stories in height.

Additional commercial areas do not seem to be needed, except along 10th Street. Commercial areas should be zoned to either C-O, Office, C-1, Neighborhood Business, or C-2, General Retail. Properties with higher zoning classification should be rezoned.

The current zoning code limits land uses by zone. One can use land only in certain ways based on the zoning. However, this approach does not necessarily create attractive neighborhoods. Alternatives, such as performance-based codes or form-based codes base allow for the desired land use if certain conditions or deign requirements are met.

Overlay Zone: A special district that imposed additional or different land use or design requirements for a specific area, rather than applying to the entire city. An overlay zone is helpful to establish special requirements for different areas of the city.

Euclidian Zoning: The current zoning system in the city, where land is divided into separate zones. Each zone allows for only certain land uses. Generally, land uses such as residential, commercial, and industrial are distinct and only allowed in separate areas of the city.

Performance-Based Zoning: A system that allows a land use if certain conditions are met— i.e. commercial uses are allowed along major streets; Multi-family is allowed if certain buffering, setbacks, and landscaping is provided. Some jurisdictions use a point system whereby a use is allowed if an amount of points are received based on the site conditions and design.

Form-based Code: A system that divided the city into zones based on the intensity of uses. Lower zones may only allow large-lot agricultural uses, while higher zones would allow most uses inside a building, but with certain architectural requirements. The focus is more on the design and less on the use of the property. Form-based codes are most useful in more dense areas with a mixture of uses.

The neighborhood plan is intended to be a guide for improvements over the next 10 years. Tasks are arranged in short-term (immediate to 2 years), medium-term (3-5 years), long term (5-10 years), and ongoing activities classifications. Progress should be monitored and reported annually to maintain momentum. Performance can be measured by tracking new development, completing task items, and through a neighborhood survey. The actual action taken will depend on funding, timing, input, more detailed study, and priority.

Immediate (within 1 year)

- Create a Neighborhood Watch
 - Coordinate with Police Department and interested citizens

- Conduct a neighborhood sweep for code violations and provide warnings before pursuing fines or enforcement
 - Community Development

- Evaluate and change the zoning code for zoning issues raised in the plan
 - Community Development with additional input from citizens

- Rezone properties in the neighborhood to match the recommended future land use map
 - Community Development with additional input from citizens

- Educate residents about how to protect themselves from theft
 - Coordinate with Police Department

- Widen 16th Street between Pine Street and Oak Street
 - Public Works Department

Short-term (1 - 3 years)

- Add directional signage, maps, and brochures for Ber Juan Park
 - Parks Department
- Install radar speed signs at locations with chronic speed issues
 - Public Works Department
- Review speed limits and modify as needed
 - Public Works Department
- Install temporary pavements and signage to improve certain intersections until permanent solutions are possible
 - Public Works Department
- Establish a neighborhood organization which may also include the neighborhood watch and block captains
 - Community Development in cooperation with interested citizens
- Assist neighborhood organization to recruit volunteers to assist residents with basic and major repairs and maintenance
 - Community Development with neighborhood organization and interested citizens, community groups, and local church organizations
- Create an annual neighborhood event
 - Community Development with neighborhood organization
- Use neighborhood branding to differentiate the neighborhood
 - Community Development with input from neighborhood organization
- Seek out programs for no or low interest loans and grants for property maintenance
 - Community Development and MRPC

Medium-term (3-5 years)

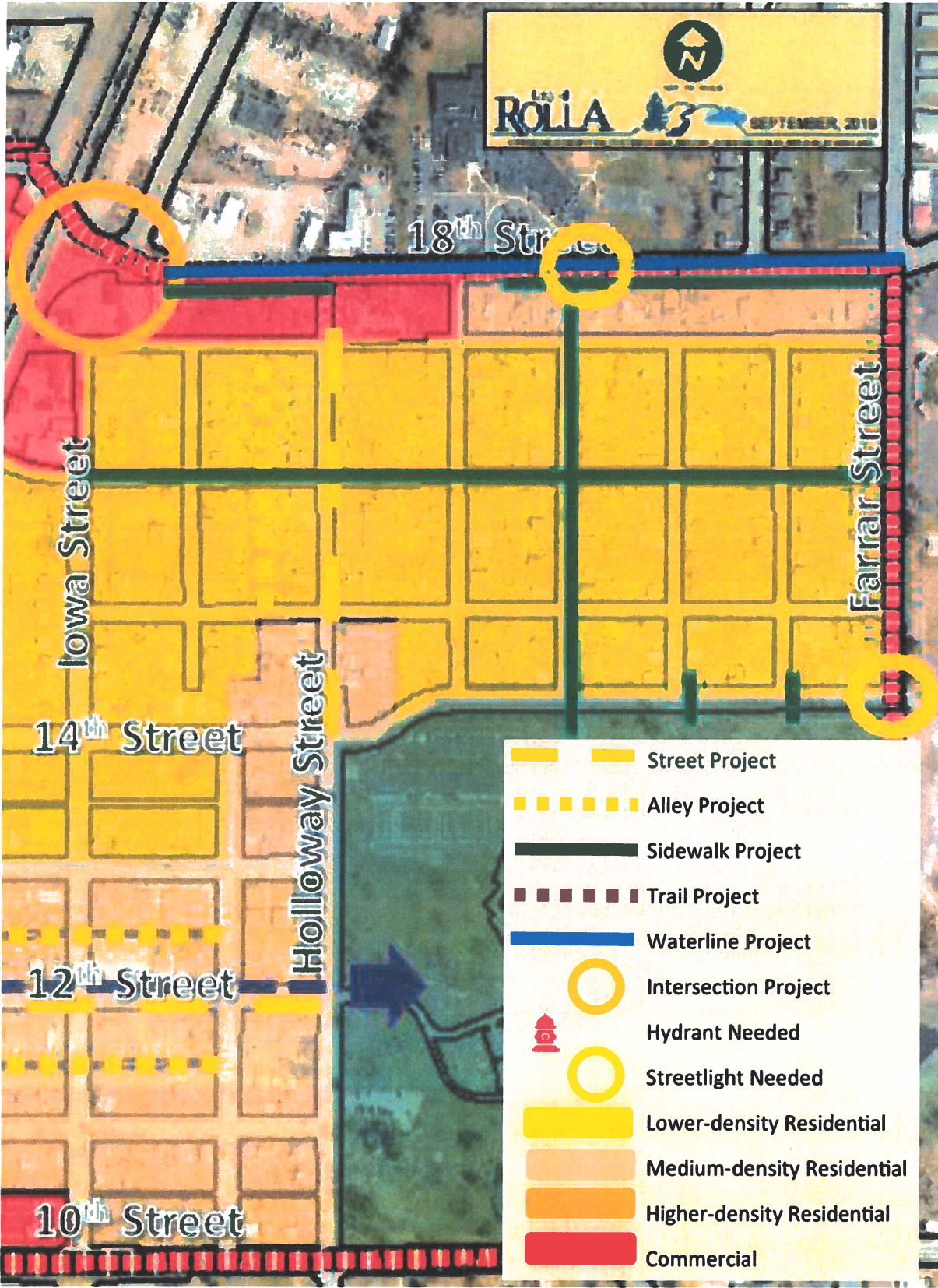
- Install stormwater quality systems to clean the water and collect sediment at Schuman Lake
 - Public Works Department and Parks Department
- Consider installing additional features at Schuman Park
 - Parks Department
- Build multi-use trails on 12th Street, 14th Street through Schuman Park to 12th Street, and Bardsley Street; Improve 10th Street trail
 - Public Works Department
- Install curb bulbs at key locations where existing on-street parking is underutilized to effectively narrow the driving lanes
 - Public Works Department
- Consider installation of timed parking, paid parking, and/or parking permits to control on-street parking
 - Public Works Department with input from citizens and City Council
- Redesign the intersections of 18th Street and Bardsley/Old St. James Rd and 12th Street and Bardsley/Olive Street
 - Public Works Department
- Create a paving district to allow existing alleys to be paved; Consider building alleys along portions of Holloway Street
 - Public Works with input from adjacent property owners
- Consider installing additional lighting in Schuman and Ber Juan Parks for trails, certain uses, and along the perimeter
 - Parks Department with input from Parks Board
- Evaluate the impacts of flooding if the storm sewer from Schuman Lake were to overflow
 - Public Works Department with consultant
- Add railing for sidewalk along 18th Street
 - Public Works Department
- Construct sidewalks along Leroy Street; and parts of 18th Street, and Arkansas Ave, Missouri Ave, and 17th Street; and cut-through at the end of Leroy Street to 18th Street
 - Public Works Department
- Construct ADA ramps where needed
 - Public Works Department

Long-term (5-10 years)

- Regrade or partially fill Schuman Lake
- Public Works Department and Parks Department
- Consider construction of a commuter parking lot for students and overflow for the residents
- Public Works Department with input from citizens and MST
- Install larger waterline on 18th Street between Old St. James Rd and Forum Drive
- Rolla Municipal Utilities and Rolla Fire Department
- Install waterline and hydrant on Bardsley Street between Arkansas Street and 14th Street
- Rolla Municipal Utilities and Rolla Fire Department or property owner
- Consider widening 12th, 17th, 18th, Elm, and Oak Streets
- Public Works Department
- Install streetlights at certain locations
- Rolla Municipal Utilities and Parks Department with input from City Council



Schuman/Ber Juan Neighborhood Plan



Schuman/Ber Juan Neighborhood Plan



I.B.60

RESOLUTION

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROLLA, MISSOURI ADOPTING THE SCHUMAN/BER JUAN NEIGHBORHOOD PLAN AS AN ELEMENT OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005 AND RECOMMENDING ADOPTION OF THE PLAN BY THE CITY COUNCIL OF ROLLA, MISSOURI

WHEREAS, RSMo Chapter 89.300 – 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan, including a plan for sub-areas of a city; and

WHEREAS, Sections 42.5 – 42.7 of the Rolla City Codes authorizes the Planning and Zoning Commission and the City Council to make and adopt a comprehensive plan, including a plan for sub-areas of the city; and

WHEREAS, input from residents, property owners; and interested citizens has been received by a neighborhood meeting, surveys, and email correspondence; and

WHEREAS, information for the preparation of the plan has been gathered from a variety of sources and the plan has been coordinated with various city departments for review and input; and

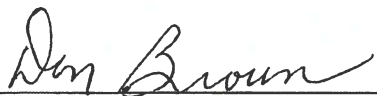
WHEREAS, the plan document provided information about the history of the neighborhood, demographics, goals, details about particular issues, and an action plan to accomplish the stated goals; and

WHEREAS, a draft of the plan has been available on the city website for public review and comment for more than 30 days; several press releases have been provided to the local publications of record; public notice has been provided in the Phelps County Focus; and

WHEREAS, the Planning and Zoning Commission held a public hearing as required by Section 42.7 on June 15, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission of the City of Rolla, Missouri hereby adopts and recommends to the City Council for adoption, the Schuman/Ber Juan Neighborhood Plan as an element of the adopted comprehensive plan.

PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROLLA, MISSOURI THIS 15TH DAY OF JUNE, 2021.



Don Brown, Chairman



Secretary

I.B.61

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE SCHUMAN/BER JUAN NEIGHBORHOOD PLAN AS AN ELEMENT OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005

WHEREAS, RSMo Chapter 89.300 – 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan, including a plan for sub-areas of the city; and

WHEREAS, Sections 42.5 – 42.7 of the Rolla City Codes authorizes the Planning and Zoning Commission and the City Council to make and adopt a comprehensive plan, including a plan for sub-areas of the city; and

WHEREAS, input from residents, property owners; and interested citizens has been received by a neighborhood meeting, surveys, and email correspondence; and

WHEREAS, information for the preparation of the plan has been gathered from a variety of sources and the plan has been coordinated with various city departments for review and input; and

WHEREAS, the plan document provided information about the history of the neighborhood, demographics, goals, details about particular issues, and an action plan to accomplish the stated goals; and

WHEREAS, a draft of the plan has been available on the city website for public review and comment for more than 30 days; several press releases have been provided to the local publications of record; public notice has been provided in the Phelps County Focus; and

WHEREAS, the Planning and Zoning Commission held a public hearing as required by Section 42.7 on June 15, 2021; and

WHEREAS, the Planning and Zoning Commission adopted a resolution to adopt the Schuman/Ber Juan Neighborhood Plan as an element of the adopted comprehensive plan; and recommending the City Council also adopt said plan; and

WHEREAS, the Rolla City Council, during its June 21, 2021 meeting, conducted a public hearing concerning the proposed amendment; and

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

SECTION 1: That the Schuman/Ber Juan Neighborhood Plan is hereby adopted as an element of the Rolla 2020 Comprehensive Plan Update, 2005 as required by Section 42-7 of the Rolla City Code.

I.B.62

SECTION 2: That by adopting the Schuman/Ber Juan Neighborhood Plan as an element of the Rolla 2020 Comprehensive Plan Update, 2005 for the physical development of the City, a copy of said plan shall be filed in the office of the City Clerk, City Hall, Rolla, Missouri.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF JULY, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

I.B.63

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Project #523 – FY 2021 Phase I Asphalt Improvements

BUDGET APPROPRIATION: \$350,000

DATE: 06/21/21

COMMENTARY:

City staff received bids for the FY 2021 Phase I Asphalt Improvements project. The bids were as follows:

**Pierce Asphalt, LLC
PO Box 1264
Rolla, MO 65402**

\$345,573.62

**N.B. West Contracting
1035 N. Service Rd.
Sullivan, MO 63080**

\$313,467.00

This phase overlays several sections of roads listed in the chart below. A bid tab is attached.

2021 ASPHALT OVERLAYS (PROJECT 523)							
LOCATION	FROM	TO	DEPTH	SQ FT	MILLING SY	Tack	TONS
OLIVE STREET	RR TRACKS	72-HWY	2" BP-1	119,673	13,297	1,064	1,646
OAK STREET	6TH STREET	72-HWY	2" BP-1	75,458	8,384	671	1,038
5TH STREET	ELM STREET	WALNUT STREET	1" BP-2	35,919	3,991	319	247
MCCUTCHEN	LIBERTY	10TH STREET	1" BP-2	94,905	10,545	844	653

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with NB West Contracting for \$313,467.00.

ITEM NO. III. A. 1



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

FY 2021 PHASE I ASPHALT IMPROVEMENTS
 PROJECT 523
 May 19th, 2021

DESCRIPTION	QTY.	Pierce Asphalt, L.L.C.		N. B West Contracting	
		UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
BP-1	2,700 TON	\$ 72.50	\$ 195,750.00	\$ 75.00	\$ 202,500.00
BP-2	900 TON	\$ 72.50	\$ 65,250.00	\$ 75.00	\$ 67,500.00
Milling (1 inch)	14,536 TON	\$ 1.53	\$ 22,240.08	\$ 1.00	\$ 14,536.00
Milling (2 inch)	21,681 SY	\$ 2.34	\$ 50,733.54	\$ 1.00	\$ 21,681.00
Tack	2,900 GAL	\$ 4.00	\$ 11,600.00	\$ 2.50	\$ 7,250.00
TOTAL BID PRICE			\$ 345,573.62		\$ 313,467.00

III. A. 2

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 N.B. WEST CONTRACTING COMPANY FOR FY 2021 PHASE I ASPHALT IMPROVEMENTS, PROJECT #523.

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 N.B. West Contracting Company for FY 2021 Phase I Asphalt Improvements, Project #523, 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 21st DAY OF JUNE 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. A. 3

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 _____ **N.B. West Contracting Company** _____ 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: **FY 2021 Phase I Asphalt Improvements, PROJECT 523**, 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 **FY 2021 Phase I Asphalt Improvements, PROJECT 523**.

III. A. 4

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

III.A.5

EXHIBIT A

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 \$313,467.00 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 \$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.

III. A.6

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
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

III. A. 7

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

1st Reading

ITEM/SUBJECT: Bird Scooters

BUDGET APPROPRIATION N/A

DATE: 6/21/2021

COMMENTARY:

We have been approached by Bird Scooters to allow them to operate Bird Scooter Rentals in the City of Rolla. At the last meeting the City Council directed staff to draft an Interim Operating Agreement for Implementation of a Shared Active Transportation Operation Between Bird Rides, Inc. and the City of Rolla Missouri.

Besides our Bicycle Pedestrian Advisory Committee, I have contacted various individuals in Columbia, MO, Kirksville, MO, New Haven, MO, Washington MO, Hayes, KS and Pittsburg KS. These contacts ranged from Economic Developers to Police Officers. Without exception they all admitted the scooters were being used. They had however all been in operation for a fairly short time. I also solicited input from the Rolla Police, University Police and the Missouri State Highway Patrol.

The attached agreement was drafted using the agreement developed by the City of Columbia as a guide. This agreement was modified using input I received from the various contacts I made in other communities and agencies. Some of the highlights of the proposed agreement are:

- Bird Scooters may only be operated on roadways in the public right of way.
- They may be parked off street in public right of way.
- They may be parked on the public sidewalks as long as they do not block the sidewalk.
- Riders must be at least 18 and have a valid driver's license.
- Operations will only be allowed to begin at 6:00 am and end at 9:00 pm.
- They will be programmed not to work on the Missouri S&T property.
- They will not be allowed to operate in rain, snow, or icy conditions.
- It is drafted with a non-exclusive clause.
- It can be terminated by the city at any time.

Staff and the Bicycle Pedestrian Advisory Committee recommend approval of the attached Interim agreement.

ITEM NO. _____



Hello, Rolla



2021

#B.2



What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:



Solve the last-mile challenge by connecting more residents to transit options.



Reduce congestion and over-reliance on single occupancy car trips



Improve air quality and reduce Greenhouse Gas emissions

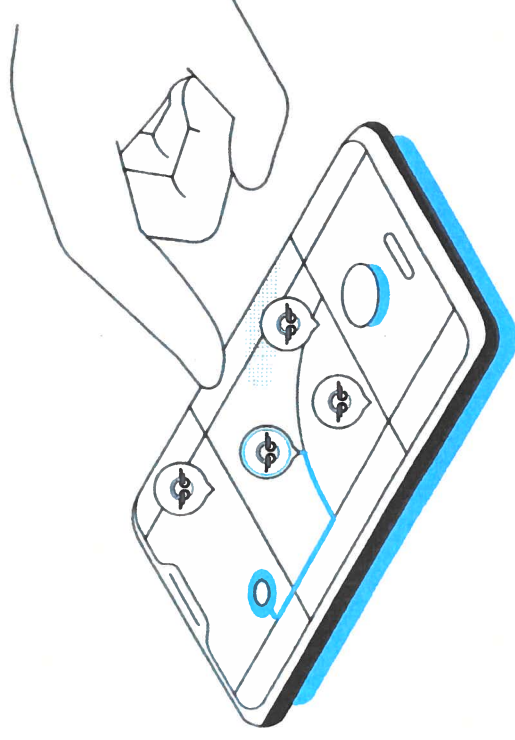


Improve the overall quality of life in cities

III.B.3

How it works

Using the Bird smartphone app, riders find the closest Bird scooter on a map, unlock it and complete the safety tutorial to start their ride. It costs \$1 to start, then a per minute fee.



- 1 FIND BIRDS ON THE MAP
- 2 SCAN QR TO BEGIN RIDE
- 3 WATCH SAFETY TUTORIAL
- 4 ENJOY THE RIDE!

BIRD



Bird Scooter

BirdZero	
Braking	Drum Brake + Regenerative Brake
Lights	Front/Rear LEDs
Weight	44.66 lbs.



UNIQUE ID



SAFETY DECAL

Ride Safely

Helmet Required
 License Required
 No Riding on Sidewalks
 No Double Riding
 18+ Years Old
 HELLO@BIRD.CO
 1-866-7-205-2442



III.B.5

Transportation Benefits

- ✓ **No cost** micromobility solution for the city
- ✓ Provide a sustainable, open-air transportation option
- ✓ Reduce congestion & carbon emissions
- ✓ Supplement bus and transit trips
- ✓ Alternative parking solution
- ✓ Provide increased access to businesses throughout the city
- ✓ Establish a multimodal transportation network



III.B.6

Localized Operations

We work with a **local entrepreneur** from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

How cities benefit:

Local Touch:

- ✓ Deep community ties, local pride, and fast issue resolution
- ✓ Nuanced knowledge of where to deploy
- ✓ Economic Opportunity

Backed by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions.

- Mark, Azbri Productions, Nashville



The Local Impact



56%

of rides have connected to a local businesses



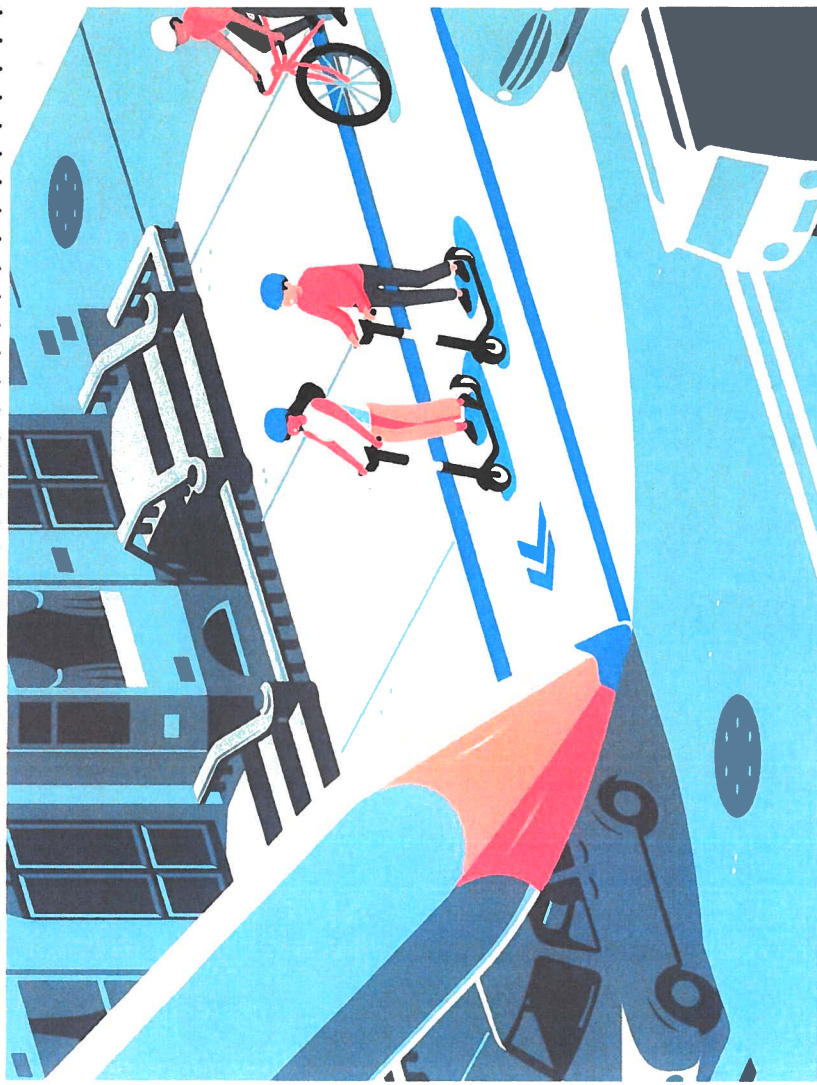
\$70K+

average take-home earnings from local entrepreneurs partnering with Bird.



16%

more jobs accessible



BIRD

III.B.8

Customer Service

Available 24/7

Our customer service phone number along with our e-mail address are clearly displayed on each of our scooters to report any concerns or to ask questions.



Our **Community Mode** enables both riders and non-riders to notify Bird of improperly parked scooters directly through the Bird app.



BIRD

#B.9



III.B.10

Community Access

In order to bring sustainable transportation to more people in the communities where we operate—we've rolled out Bird's Community Pricing program.

Our **Bird Access** program is an option for low-income riders that offers five (5) 30-minute rides per day for only \$5 a month for those who are enrolled or eligible for a government assistance program.

Our **Community Pricing** also offers 50% off rides to veterans, senior citizens and select community and non-profit groups.

Leading the way on innovative solutions for cities

Warm Up Mode

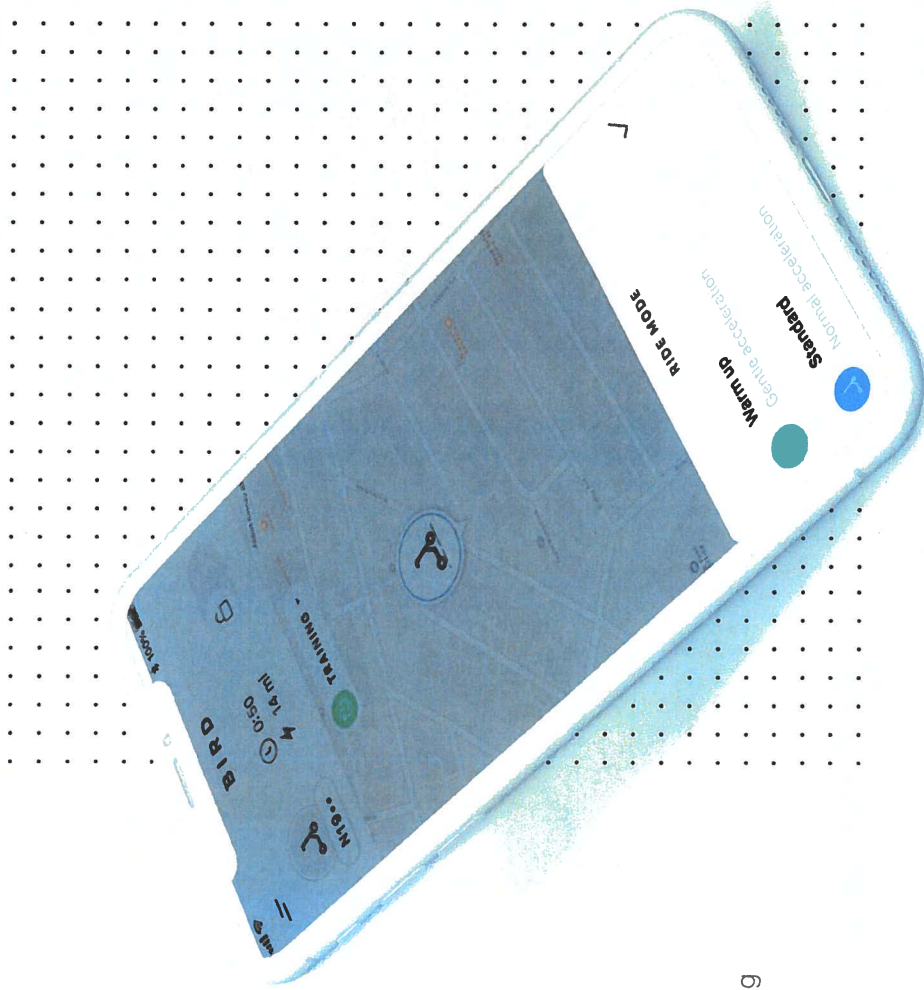
This feature offers a gentle acceleration profile that helps users learn to ride safely and confidently.

Quick Start

An industry-first feature that automatically detects when a Bird is within range and offers riders the opportunity to unlock it with the tap of a button.

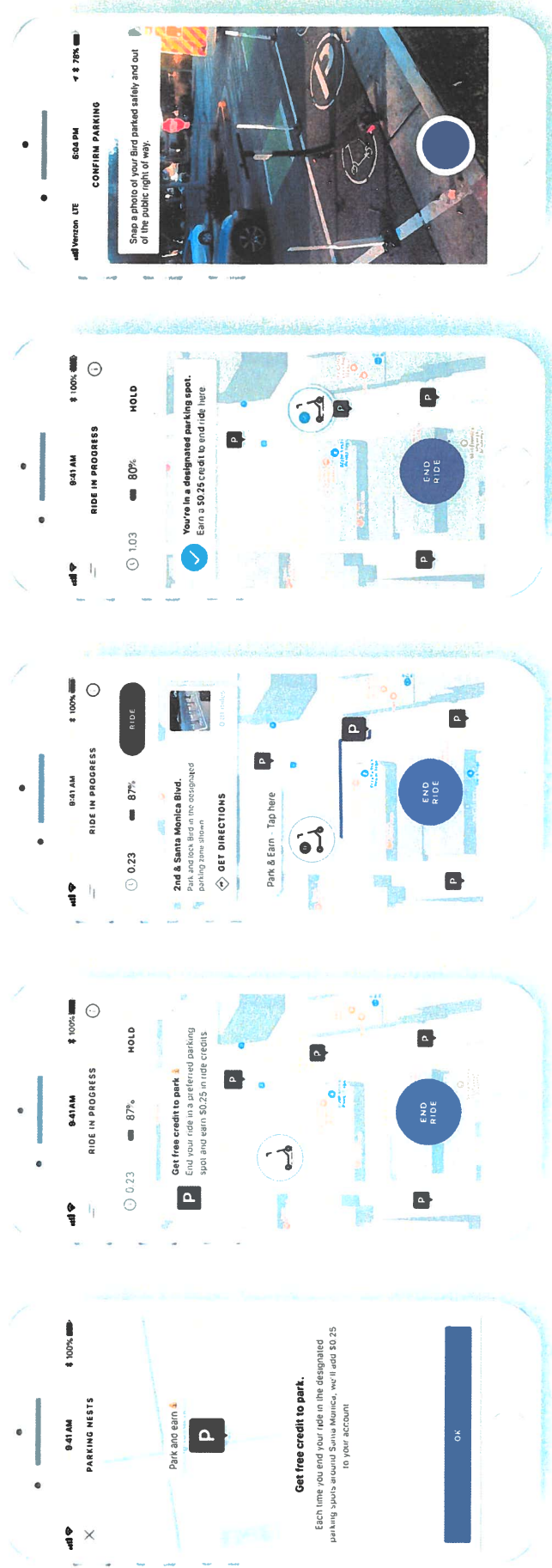
Parking Management

Bird offers a comprehensive suite of parking tools that bridges the gap between technology and infrastructure by both directing and incentivizing riders to park in city-designated areas.



Recommended Parking Areas

Always know where to park



Identify Locations

Direct Riders

Verify Parking

BIRD

Confidential and proprietary information 11

A.B.W

Thank you



III.B.13

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 INTERIM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND BIRD RIDES 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 an Interim Agreement between the City of Rolla, Missouri and Bird Rides 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 6TH DAY OF JULY, 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. B. 14

Exhibit A
INTERIM OPERATING AGREEMENT FOR IMPLEMENTATION
OF A SHARED ACTIVE TRANSPORTATION OPERATION
BETWEEN
BIRD RIDES, INC.
AND
CITY OF ROLLA, MISSOURI

THIS INTERIM OPERATING AGREEMENT (hereinafter "Agreement") is by and between the **City of Rolla, Missouri** (hereinafter "City"), a municipal corporation whose address is 901 N. Elm Street, Rolla, MO 65401 and **Bird Rides, Inc.**, (hereinafter "Company"), a corporation with the authority to transact business within the State of Missouri and whose registered agent address is 120 South Central Avenue, Clayton, Missouri 63105, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Company are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Company wishes to immediately implement its Shared Active Transportation Operation within Rolla corporate boundaries; and

WHEREAS, City wishes to allow for a low-cost transportation option for the City's residents and visitors including opportunities for transportation, recreation, and fitness; and

WHEREAS, Company's Shared Active Transportation Operation requires use of the City's right-of-way; and

WHEREAS, City is developing a comprehensive Shared Active Transportation Pilot Program with input from stakeholders, including Company, which shall provide a comprehensive framework for Shared Active Transportation Operations in the future; and

WHEREAS, The Parties understand that this Agreement will be an interim operating agreement that may be renegotiated in one (1) year at which time there will be more comprehensive requirements included;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

Section 1. Scope of Agreement. The purpose of this Agreement is to establish interim rules and regulations governing Company's Shared Active Transportation Operation within the city to ensure that such Shared Active Transportation Operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of City's right-of-way.

Section 2. Term. This Agreement, unless earlier terminated as provided for herein, shall commence on the Effective Date and shall expire one (1) year thereafter. Notwithstanding the forgoing, this Agreement shall be terminated upon creation and adoption of a pilot program. Company, at the sole discretion of City, may have the opportunity to participate in the Pilot Program.

Section 3. Definitions.

- (a) “*Company*” shall mean the entity owning the Shared Active Transportation, its agents, contractors (including independent contractors) and every individual or entity retained by the Company to gather, monitor, or maintain Company’s Small Vehicles.
- (b) “*Fleet*” shall mean all of Company’s small vehicles in operation within City’s corporate boundaries at any one time.
- (c) “*Frontage Zone*” shall mean the area adjacent to the property line where transitions between public sidewalk and the space within building occurs.
- (d) “*Furnishing Zone*” shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.
- (e) “*Rider*” shall mean any person at least 18 years of age possessing a valid driver’s license using the Small Vehicle.
- (f) “*Shared Active Transportation*” shall mean a dockless network or system of Small Vehicles, placed in public right-of-way and for rent in short-term increments that provides increased mobility options over short distances.
- (g) “*Shared Active Transportation Operation*” shall mean Company’s Shared Active Transportation as well as any incidental use or patronage thereof.
- (h) “*Small Vehicle*” shall mean dock less scooters, e-scooters, skateboards, and other small wheeled vehicles designed specifically for shared-use and deployed by Company.
- (i) “*Throughway Zone*” shall mean the portion of the sidewalk for pedestrian travel along the street.

Section 4. Company Responsibilities.

- 4.1. **Licensure.** Company agrees to enter into this Agreement as a condition precedent to receiving a business license from City, together with any other requirements necessary to conduct Shared Active Transportation in City. Company shall remain in good standing with City and State of Missouri through the course of the Company’s Shared Active Transportation Operation in City.

- 4.2. **Contact Information for Public.** Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.
- 4.3. **Contact Information for City.** Company shall also provide City with contact information of a locally-based manager/operations staff with decision making power who can respond to City requests, emergencies, and other issues 24 hours a day, seven (7) days a week.
- 4.4. **Time for corrective actions.** Company shall respond to public, Rider, or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice during normal business hours from 8:00 a.m.–6:00 p.m. (Local Time) Monday-Friday and within ten (10) hours outside of business hours. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Company.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than seventy-two (72) hours without moving, such Small Vehicle may be removed by City personnel and taken to a City facility for storage at the expense of the Company. Notwithstanding the foregoing, City reserves the right to impound Small Vehicles that may impact the health, safety, or welfare of City residents or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Company. The City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and City is under no obligation to safe-keep any such vehicles.

- 4.5 **Fleet size.** Company shall begin operations in Rolla, Missouri corporate limits with a Fleet of fifty to seventy-five (50 to 75) Small Vehicles.
- 4.6 **Parking Regulations.** Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:
- i. Small Vehicles shall not be parked in the street.
 - ii. Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines.
 - iii. Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, or in another area specifically designated for Small Vehicle parking which does not inhibit access.
 - iv. No Small Vehicle may be parked in a manner that obstructs a minimum

- width of forty-eight (48) inches of clear space on the sidewalk.
- v. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.
 - vi. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
 - vii. Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:
 - a. Loading zones;
 - b. Disabled parking zones;
 - c. Curb ramps;
 - d. Entryways; and
 - e. Driveways
 - viii. To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate property owner, or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile or web application. To the extent the Company desires to park Small Vehicles on city property other than right-of-way, Company must first obtain written consent granting the right to do so from the City or such other department or agency of the City who has authority to grant such rights.
- 4.7 **Monitors.** Company shall at its own expense initiate a test program in City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in Section 4 of this Agreement.
- 4.8 **Notice.** Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:
- i. Small Vehicles are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by City to be closed for Small Vehicle Traffic.
 - ii. Small Vehicles cannot be ridden within City parks or on public trails.
 - iii. Small Vehicles cannot be ridden on Missouri University of Science and Technology Campus. The Small Vehicle will be programmed to alert the rider to a "No Ride Area" and to slow down and come to a complete stop if the area is entered.
 - iv. Small Vehicles are to be ridden to the right of street lanes and should offer the right-of-way to bicycles on bike lanes.
 - v. Riders are encouraged to wear helmets when riding Small Vehicles.
 - vi. Riders must park Small Vehicles in accordance with the parking regulations in section 4.
 - vii. Riding responsibly is required.
 - viii. Riders are subject to Missouri DWI laws.

- ix. Riders are at all times to operate the device in a manner consistent with City's Code of Ordinances and any other applicable laws.
- x. Riders are subject to City's Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City's Code of Ordinances.

4.9 **Data Sharing.** Company agrees to provide data to City related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to the City displaying trip information including but not limited to the following: Aggregated reports on system use, compliance, operations- including but not limited to parking complaints, crashes, damaged, or lost Small Vehicles, utilization rates, total trips by day of week and time of day, origins & destination information for all trips, trips per Small Vehicle by day of week and time of day, average trip distance, parking compliance at designated zones, incidents of Small Vehicle theft and vandalism, Small Vehicle maintenance reports, payment method information. Anonymized/de-identified demographic data, such as age cohort, gender, general trip purpose, etc., collected by Company shall be provided to City on a monthly basis, or upon request. Company shall make available to City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

Company will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. City, in its sole discretion, may determine if Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of this Agreement as described herein.

- 4.10 **Speed.** Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface.
- 4.11 **Education and Outreach.** Company shall provide education to Small Vehicle Riders on City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to City for review prior to disseminating the information to Riders. Company shall also provide City-specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact.
- 4.12 **Daily Removal.** Company shall halt its Shared Active Transportation Operation completely daily by 9:00 p.m. (Local Time). Small Vehicles shall remain inactive until 6:00 a.m. (Local Time) of the following day.

- 4.13 **Inclement Weather.** On days where inclement weather (rain or snow) is occurring, Company will halt its Shared Active Transportation Operation completely. On days where snow is occurring, Company shall remove its Small Vehicles from City rights-of-way. Company agrees to hold the City harmless for damage to Small Vehicles caused by City's snow removal operations and for any damage caused to City vehicles by improper location and removal of Small Vehicles.
- 4.14 **Environment.** Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.

Section 5. City's Obligations.

- 5.1 **Use of Right-of-Way.** City agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of way reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right of way.

Notwithstanding anything herein, the Parties agree that City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces.

- 5.2 **Approval.** City may, at its sole discretion, approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet.

Section 6. Signage. Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by City ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Company. The determination that there has been a violation of these signage guidelines shall be solely at City's discretion.

Section 7. Default or Termination.

- 7.1 Except where specifically provided otherwise in this Agreement, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, City may, at its option and in addition to all other rights and remedies which it may have at law or equity against Company, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and

all rights of Company under this Agreement.

- 7.2 Notwithstanding anything to the contrary herein, City may suspend or terminate this Agreement at any time if City finds, in its sole discretion that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City's residents and visitors.
- 7.3 Company's obligation with regards to indemnification as provided in Section 12 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 8. Removal of Small Vehicles. Upon instances of Default or Termination under Section 7, Company shall remove its Small Vehicles from the right-of-way within two (2) days of being notified of termination by City. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by City. Company agrees to hold the City harmless for any damage to Small Vehicles caused by City's removal and or storage of such vehicles.

Section 9. Maintenance of Small Vehicles. Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. City shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

Section 10. Impounding. Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. City may remove a Small Vehicle that impacts the health, safety, or welfare of City residents or visitors and may store the impounded Small Vehicles at a location convenient for the City. City may, in its sole discretion, provide photographic or written documentation to Company of the violation. However, such documentation is not required and shall not be a condition precedent before City may enforce the terms herein. Company shall retrieve Small Vehicles from City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed in City as further described herein. Company is responsible for paying storage costs of Fifty Dollars (\$50) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within (24) hours of receiving notice, City may draw upon the performance bond to recover costs to City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

Section 11. Performance Bond. Company will be responsible for paying into a public property repair and maintenance performance bond, or similar bond that the City can draw upon as needed for costs associated with auditing, removing, and storing impounded Small Vehicles. The Performance Bond fee shall be \$30 per Small Vehicle deployed in the City as of the Effective Date. Performance Bond fees will be due at the time of issuance of a Business License. Company shall amend and pay the Performance Bond fee for every additional Small Vehicle the City allows to be deployed within the City. Failure to pay the Performance Bond amount may result in Default or Termination as described herein.

Section 12. Insurance. Company agrees to maintain for the duration of this Agreement, on a primary basis and at its sole expense, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Company is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII:

- i. **Workers' Compensation & Employers Liability.** Company shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$1,000,000 each accident, disease each employee and disease policy limit.
- ii. **Commercial General Liability.** Company shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- iii. **Business Auto Liability.** Company shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- iv. Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- v. The City of Rolla, its elected officials and employees are to be Additional Insured with respect to the terms to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company and the City. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- vi. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- vii. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Company fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.
- viii. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Company and/or their employees and/or their subcontractors in the performance of this Agreement.

Section 13. Miscellaneous.

- 13.1. **Hold Harmless and Indemnification Agreement.** To the fullest extent not prohibited by law, Company shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Company, of any subcontractors (meaning anyone including but not limited to contractors having a contract with Company) or subcontractors for part of the services), of anyone directly or indirectly employed by Company or by any subcontractors, or anyone for whose acts Company or its subcontractors may be liable, in connection with manufacturing Small Vehicles or providing Shared Active Transportation services. This provision does not, however, require Company to indemnify, hold harmless, or defend City from its own negligence.
- 13.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

- 13.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Phelps County, Missouri, or the United States Eastern District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.
- 13.4. **Unauthorized Aliens Prohibited.** Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractors performing any of the contracted services.
- 13.5. **General Laws.** Company shall comply with all federal, state and local laws, rules, regulations and ordinances.
- 13.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement, unless otherwise specified herein, shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Rolla, Missouri
ATTN: City Administrator
P.O. Box 979
Rolla, MO 65402-0979

With a copy to:

City of Rolla, Missouri
ATTN: City Counselor
P.O. Box 979
Rolla, MO 65402-0979

IF TO COMPANY:

Any notice required by this Agreement to be given in writing, or that either City or Company wishes to give to the other in writing, shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 13.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 13.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- 13.9. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF ROLLA, MISSOURI

By: _____
Louis J. Magdits IV, Mayor

Date: _____

ATTEST:

By: _____
Lorri M. Thurman, City Clerk

APPROVED AS TO FORM:

By: _____
Lance Thurman, City Counselor

BIRD RIDES, INC.

By: _____

(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Public Works Facility Street and Traffic

BUDGET APPROPRIATION \$2,500,000 DATE: 6/21/2021

COMMENTARY:

Several years ago the city began developing a public works complex in the 2300 block of McCutchen Road. This area houses our Solid Waste and Vehicle Maintenance Departments, and is adjacent to our Recycling Department. Even though our Street and Traffic Operations long ago outgrew our facility on Sharp Road, there were insufficient funds to construct an additional facility at the complex. Since that time, we have retired enough of a 2015 financing bond to be able to repackage this instrument into a lease purchase using the same revenue stream to pay for these improvements.

In late 2020 the City Council approved a design contract for the Street/Traffic complex with Archer-Elgin. The amount of the contract is \$249,200.00.

In early April the City Council approved a contract with Alexander Construction LLC of Rolla for \$729,438.00 to provide and construct the metal shell of the building. This was bid as the first phase of a two phase project. This phased approach was used in anticipation of an extended manufacture/delivery time for the building shell.

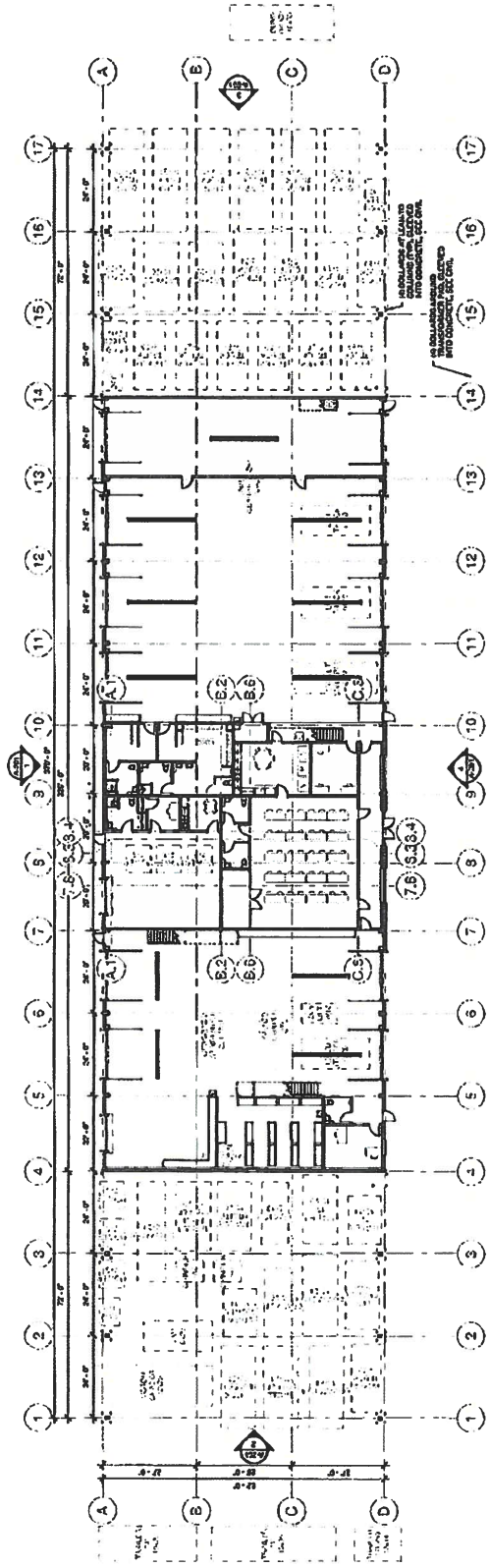
At the last meeting the City Council awarded the bid for Phase 2 (building completion) to the low bidder Alexander Construction, LLC for \$2,438,977.00.

Given the number of bids received and their range, we believe the low bid reflects the present day value of the proposed improvements. This did raise the total cost of the project to almost \$3,500,000. This increase was primarily due to rising material costs.

Piper Sandler & Company, who has done past Certificate of Participation (COP) financing for the city, is working on the financing package for the FY2022 budget that will take advantage of lower interest rates by refinancing two other COPs. We will not be able to close this new COP until November of 2021. Until then the project will be funded out of reserves. A resolution allowing us to reimburse our reserves for work done prior to issuance of the bond is included in tonight's agenda.

Staff recommends approval of the ordinance authorizing the mayor to enter into contract with Alexander Construction, LLC for \$2,438,977.00.

ITEM NO. HC.1



1 OVERALL PLAN
SCALE: 1/8" = 1'-0"

D - Preliminary, not for construction. E - Working drawings for construction. F - This is a submitted set of drawings. G - Final set of drawings for construction.	PROJECT NO. 20141908	CITY OF ROLLA PUBLIC WORKS BUILDING	OVERALL PLAN
	SHEET NO. A-100	ARCHER-ELGIN ARCHITECTS ENGINEERS ARCHITECTS 1000 N. 10th Street, Suite 100, Rolla, MO 65701 Phone: (660) 835-1111 Fax: (660) 835-1112	
DATE: 4/27/2021	DRAWN BY: JF	CHECKED BY: JF	SCALE:

III.C.2

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 ALEXANDER CONSTRUCTION LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract between the City of Rolla, Missouri and Alexander Construction LLC., 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 21ST DAY OF JUNE, 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III.C.4

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 Alexander Construction, LLC 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: **Public Works Building, PROJECT 225, Bid Package #2**, 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 **Public Works Building, PROJECT 225, Bid Package #2**.

III.C.S

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$2,438,977.00 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 **210** 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 (\$ 800) 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.

III.C.7

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

III, C. 8

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

III, C. 9

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT:

Reimbursement for Capital Expenditures – Public Works Facility (Phase 1 & 2)

BUDGET APPROPRIATION (IF APPLICABLE):

DATE: 6/21/21

COMMENTARY

The attached resolution allows for reimbursement of capital expenditures paid before the closing of the 2021A COP to be used to finance the new Public Works facility on McCutchen Drive.

This project will be funded out of Street/Capital Improvement Fund Reserves until the closing of the new COP in November 2021. After that closing we will be able to reimburse the Reserves.

Staff recommends approval of the resolution.

ITEM NO. V.A.1

RESOLUTION NO. ____

A RESOLUTION DECLARING THE INTENT OF THE CITY OF ROLLA, MISSOURI, TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES.

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

Section 1: The City of Rolla, Missouri (the "City") has incurred capital expenditures in connection with the acquisition, construction, improvement, equipping and furnishing of a public works facility within the City (the "Project"), and may incur additional capital expenditures in connection with the Project on and after the date hereof. The City intends to reimburse itself for such expenditures with the proceeds of bonds or other obligations to be issued by the City (the "Obligations"). The maximum net proceeds of Obligations expected to be issued for the Project is \$3,500,000.

Section 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS THIS 21ST DAY OF JUNE, 2021.

APPROVED:

[SEAL]

Mayor, Louis J Magdits IV

ATTEST:

City Clerk, Lorri Marie Thurman

APPROVED AS TO FORM:

City Counselor Lance B. Thurman

V.A. 2

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: HVAC Unit Replacement

BUDGET APPROPRIATION: \$15,251

DATE: June 21, 2021

Commentary:

The Rolla Police Department consists of a total of six rooftop HVAC units. This was a building with multiple units/commercial spaces before being converted to a Police Station in 1995. All of the rooftop units are at least 28 years old. The largest, primary unity was budgeted and replaced earlier this year for \$71,000. A second unit was replaced in the past month for \$11,000 as an emergency. The cost of crane rental is a significant portion of the project cost. As the remaining four smaller units are frequently in need of repair and obsolete, staff is recommending the replacement of the remaining four units with crane rental for \$15,251.

On May 18 2021, we went out for bids on four (4) new, fully-installed HVAC units. Bid packets were emailed to nine vendors, and bids were also solicited through the City's website and the Phelps County Focus. Bids were opened on Wednesday, June 16th. We received two qualifying bids:

Hartley's Climate Control, LLC Rolla, MO	\$15,251 total
Mechanical Services, Inc. Springfield, MO	\$29,000 total

Recommendation:

It is staff recommendation to award the bid to the lowest bidder, Hartley's Climate Control. The unbudgeted replacements would be covered by Use Tax proceeds that exceed budgeted projections.

V.B.1

