

Please Note: The Council Meeting will be conducted at Rolla City Hall. 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, March 20th, 2023; 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, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Nathan Chirban

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Meeting – March 6, 2023
 - 2. Closed Session Minutes – March 6, 2023
 - 3. City Council Meeting – March 20th, 2023
 - 4. Closed Session Minutes – March 20th, 2023

II. PUBLIC HEARINGS –

- A. **Public Hearing and Ordinance** for the Annexation and Assignment of Zoning: A portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Retail. (City Planner Tom Coots) **Public Hearing and First Reading**
- B. **Public Hearing and Ordinance** for the rezoning of 605 W 7th and 605/607 N. State from the C-2, General Retail district to the C-3, Highway Commercial district. (City Planner Tom Coots) **Public Hearing and First Reading**

III. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

- a. Environmental Services Department Monthly Report – February 2023
- b. Building Codes monthly report – February 2023
- c. Police Department Monthly Report – January 2023
- d. Animal Control Division Report – January 2023
- e. Board of Public Works Minutes & Financial Statistics for February 28, 2023
- f. The Centre Income Statement ending February 2023
- g. Municipal Court Summary Reporting for February 2023
- h. P&Z Commission Minutes for January 10th & February 28th, 2023
- i. City of Rolla Financial Report ending February 28th, 2023

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

V. **OLD BUSINESS** –

- A. **Ordinance** for the rezoning of 1203 S. Bishop from the C-2, General Retail district to the C-3, Highway Commercial district. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** for the rezoning of 1708 Ashwood Dr. from the R-1, Single-family district to the R-2, Tow-family district. (City Planner Tom Coots) **Final Reading**
- C. **Ordinance** to approve the Minor Subdivision to reorganize 3 commercial lots and create 1 additional commercial lot at 2339,3409, and 3419 N. Bishop. (City Planner Tom Coots) **Final Reading**
- D. **Ordinance** authorizing the Mayor to enter into the Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement. (PW Director Darin Pryor) **Final Reading**
- E. **Ordinance** authorizing an agreement with Skyscraper Marine, LLC dba Tubbs & Son Construction for the demolition of the Ransdall Building – Project 561 and of same. (PW Director Darin Pryor) **Final Reading**

VI. **NEW BUSINESS** –

- A. **Resolution** to award bid to Federal Signal Safety Corporation for the purchase of a storm siren and communications equipment. (Fire Chief Jeff Breen) **Motion**
- B. **Ordinance** to repeal and replace Section 27-89 of the City of Rolla code concerning stop intersection. (PW Director Darin Pryor) **First Reading**
- C. **Ordinance** to change the stop condition to a stop on Powell at 13th. (PW Director Darin Pryor) **First Reading**
- D. **Ordinance** to restrict parking on a section of Fairburn Drive. (PW Director Darin Pryor) **First Reading**

VII. **CLAIMS and/or FISCAL TRANSACTIONS** –

- A. **Award of bid** to Insituform Technologies for Project 559 2023 Sewer Lining and **Ordinance** authorizing agreement with same. (PW Director Darin Pryor) **First Reading**

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. Reminder of April 4, 2023 General Municipal Election

X. **COMMENTS FOR THE GOOD OF THE ORDER**

XI. **CLOSED SESSION** –

Closed Session per RSMo 610.021- (1) Legal (3) Real Estate

XII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 6, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Moriah Renaud, Terry Higgins, Megan Johnson, Nathan Chirban, Matt Fridley, Jaired Hall, Stanley Mayberry, Victoria Steen and Tina Balch

Council Members Absent: Lister Florence and Rob Kessinger

Council Ward Vacancy: Ward 5 - Carrolyn Bolin

Department Directors and Other City Officials in Physical Attendance: PW Director Darin Pryor, Police Chief Sean Fagan, Fire Chief Jeff Breen, Finance Director Steffanie Rogers, Environmental Services Director Brady Wilson, City Planner Tom Coots, Parks Director Floyd Jernigan, Centre Recreation Director Marci Fairbanks, and City Counselor Lance Thurman

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilwoman Terry Higgins to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A. Consider Approval of the City Council Minutes of:

1. City Council Meeting – February 6, 2023
2. Closed Session Minutes – February 6, 2023
3. City Council Meeting – February 21, 2023
4. Closed Session Minutes – February 21, 2023

A motion was made by Renaud and seconded by Higgins. A voice vote showed 9 Ayes, zero Nays, 2 Absent.

II. PUBLIC HEARINGS – The following items were postponed as P&Z was not able to convene in order to make a recommendation.

- A. **Postponed: Public Hearing and Ordinance** Rezoning 1203 S Bishop from the C-2, General Retail district to the C-3, Highway Commercial district.
postponed to the March 20th City Council Meeting.
- B. **Postponed: Public Hearing and Ordinance** Rezoning 1708 Ashwood Dr from the R-1, Single-family district to the R-2, Two-family district.
postponed to the March 20th City Council Meeting.
- C. **Postponed: Public Hearing and Ordinance** Rezoning 605 W 7th and 605/607 N State from the C-2, General Retail district to the C-3, Highway Commercial district.

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- D. **Postponed: Public Hearing and Ordinance** for the Annexation of a portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Retail. **postponed to the March 20th City Council Meeting.**

III. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** – None

IV. **REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS**

- a. Environmental Services Department Monthly Report – January 2023
- b. Building Codes monthly report – January 2023
- c. Police Department Monthly Report – January 2023
- d. Animal Control Division Report – January 2023
- e. Board of Public Works Minutes for January 24, 2023
- f. The Centre Income Statement ending January 2023
- g. Municipal Court Summary Reporting for January 2023
- h. Park Advisory Commission Minutes for January 30th, 2023
- i. Development Review Committee Minutes for February 21, 2023
- j. City of Rolla Financial Report ending January 31, 2023

V. **OLD BUSINESS** –

- A. **Ordinance** to vacate waterline easement in the Freuh Addition Subdivision. (PW Director Darin Pryor) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4724: AN ORDINANCE VACATING AN EXISTING WATERLINE EASEMENT IN LOTS 1 AND 2 OF THE LEWIS ADDITION. A motion was made by Hall and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Mayberry, Balch, Chirban, Renaud, Steen, Hall, Johnson, Fridley, and Higgins. Nays: none. Absent: Kessinger and Florence.

VI. **NEW BUSINESS** –

- A. **Ordinance** allowing the Mayor to authorize the Rolla Police Department to apply for free traffic safety grants through MoDot. (Police Chief Sean Fagan) This authorization will allow RPD to apply for traffic safety grants which are 100% funded by MoDot. Due to the passing due date, a first and final reading was requested. City Counselor Lance Thurman read the ordinance for its first reading, by title: ORDINANCE 4725: 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 THE MISSOURI DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANTS. A motion was made by Renaud and seconded by Hall to suspend the rules for the final reading. A voice vote showed 9 Ayes, zero Nays, 2 Absent. City Counselor Lance Thurman read the ordinance for its final reading. A motion was made by Higgins and seconded by Johnson to approve the ordinance. A roll call vote showed the following: Ayes: Johnson, Fridley, Steen, Renaud, Higgins, Chirban, Balch, Hall, and Mayberry. Nays: none. Absent: Kessinger and Florence.

- B. **Motion** to approve closures for St. Pat’s festivities. (PW Director Darin Pryor) A motion was made by Johnson and seconded by Balch to approve the street closures for the St. Patricks Day festivities. A voice vote showed 9 Ayes, zero Nays, and 2 Absent. Tourism Director Aimee Campbell shared the plan for the Best Ever St. Pat’s 5K followed by the Beer Run. Andrew and Emily with the St. Pats Committee shared information on more specific MS&T campus festivities and acknowledged that this is the 115th year for this event.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion** to approve the purchase of five (5) Tahoes for the FY 2024 budget year through Don Brown Chevrolet. Don Brown Chevrolet is the Mo State Procurement “preferred dealership” with most likely to successfully place the order for police cruisers once announced by the manufacturer (10 hr. window in 2023). A motion was made by Renaud and seconded by Johnson to approve the purchase of 5 Tahoe’s up to the budget appropriation of \$270,000. A voice vote showed 9 Ayes, zero Nays, and 2 Absent.

VIII. CITIZEN COMMUNICATION

- A. Gerome Beck – 13850 S. US Hwy 63: Shared concerns regarding the proposed encampment clean-up by Councilwoman Johnson at the February 21st council meeting. Councilwoman Johnson explained she was asking what resources for clean-up were available to the victims when crimes of trespassing were committed. Mr. Beck asked if there was a committee formed to help find solutions to homelessness. Mayor Magdits explained one was not formed and it would not be the city that would lead that committee.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Mayor Magdits spoke briefly on the purposed 3% sales tax on recreational marijuana sales. Council may the 3% sales tax in August or November 2023. Councilwoman Johnson added that the Department of Health and Senior Services is willing to make a presentation to Council regarding the tax. Mayor Magdits stated that MML is likely to offer regional meetings on same and perhaps MODHSS could participate in same.
- B. Councilwoman Steen acknowledged John Tumbrink, a member of the Rolla Robotics Team, who placed as Missouri finalist for the World Competition in Houston Texas.

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Parks Director Floyd Jernigan invited the public to attend an open house to view Prop P projects and other city improvement projects, on Thursday, March 9th from 4:30-6:30 at the Eugene Northern Hall.
- B. Mayor Magdits asked for PW Director Pryor to explain the pedestrian island location on highway 72. Mayor Magdits asked about placing a sign directing pedestrians to the safe crossing zone. Mr. Pryor stated they could look into it further.
- C. Councilwoman Balch advised PW Director Pryor of an issue with the traffic light located at Hwy 63 and Vichy which will be reported to MoDot.

XI. CLOSED SESSION – Closed Session per RSMo 610.021- (1) Legal (2) Real Estate

At 7:30pm a motion was made by Johnson and seconded by Higgins to adjourn into closed session. A roll call voted showed the following: Ayes: Higgins, Steen, Fridley, Mayberry, Chirban, Balch, Johnson, Hall, and Renaud. Nays: None: Absent: Kessinger and Florence.

At 8:46 Council returned from closed session about legal issues and real estate. No final action was taken.

XII. **ADJOURNMENT** -

Having no further business, the meeting adjourned at approximately 8:17 p.m.
Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 20th, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Moriah Renaud, Terry Higgins, Megan Johnson, Nathan Chirban, Lister Florence, Matt Fridley, Jaired Hall, Rob Kessinger, Victoria Steen and Tina Balch

Council Members Absent: Stanley Mayberry

Council Ward Vacancy: Ward 5 - Carrolyn Bolin

Department Directors and Other City Officials in Physical Attendance: PW Director Darin Pryor, Police Chief Sean Fagan, Fire Chief Jeff Breen, Finance Director Steffanie Rogers, Environmental Services Director Brady Wilson, City Planner Tom Coots, Parks Director Floyd Jernigan, Centre Recreation Director Marci Fairbanks, MIS Coordinator Brian Kinsey, Computer Tech Rob Hribar, and City Counselor Carolyn Buschjost.

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilwoman Megan Johnson to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS-

- A. **Public Hearing and Ordinance** for the rezoning of 1203 S. Bishop from the C-2, General Retail district to the C-3, Highway Commercial district. (City Planner Tom Coots) This rezoning would allow the property owner to rent out the subject property to a tenant who may sell mulch and landscape blocks which isn't allowed in the current C-2 District. The public hearing opened at 6:34pm. There were none that spoke for or against the rezoning and the public hearing was closed at 6:35pm. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 1203 S BISHOP AVE FROM THE C-2, GENERAL RETAIL DISTRICT TO THE C-3, HIGHWAY COMMERCIAL DISTRICT.
- B. **Public Hearing and Ordinance** for the rezoning of 1708 Ashwood Dr. from the R-1, Single-family district to the R-2, Two-family district. (City Planner Tom Coots) This rezoning would allow for the applicant to build a duplex. The public hearing opened at 6:42pm. There were none that spoke for or against the rezoning and the public hearing was closed at 6:43pm. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 1708 ASHWOOD DR. FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE R-2, TWO-FAMILY DISTRICT.

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- C. **Public Hearing** for the rezoning of 605 W 7th and 605/607 N. State from the C-2, General Retail district to the C-3, Highway Commercial district. **(Requested to be Postponed)** The applicant submitted a written request to postpone this item to the April 3, 2023 City Council Meeting.
- D. **Public Hearing** for the Annexation and Assignment of Zoning: A portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Retail. **(Requested to be Postponed)**) The applicant submitted a written request to postpone this item to the April 3, 2023 City Council Meeting

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Dawn Smith, Sue Eudaly, Lauren Ranney- SAVE: Animal Shelter Update and Spring Safari – A slide show and video were shared showing the dilapidated state of the current 50 year old Animal Shelter as well as the progress of the new Animal Shelter currently in Phase I. The public was invited to the Spring Safari fundraising event on April 15th at the Cub Creek Science Camp. Fundraising efforts to-date in addition to the \$100,000 ARPA funds earmarked by council totals \$950,000. It may require another \$300,000-\$400,000 to complete Phase II.
- B. Prop P Overview – Parks Director Floyd Jernigan shared with Council the details of the April 4th ballot issue that would reauthorize the 1/16th Park Tax to be used for park/cemetery capital improvements. While the 3/16th base tax helps fund the maintenance for existing park/cemetery properties and the 1/16th is for park capital improvements. Mr. Jernigan shared past improvements made possible by this tax and a list of possible future improvements.
- C. Pastor’s Dave and Diane Hagnii: Dream Center – The Dream Center Distribution is in its 25th year of service to this community. What started as a program that supplied food to 75 families has grown to assist 500-600 families. Services have extended to cooking classes, skills training and Faith & Finance in cooperation with organizations such as Missouri University Extension and Missouri Enterprise.
- D. Retirement recognition of Environmental Services Director Brady Wilson – A plaque was provided to celebrate the March 31st retirement of Director Brady Wilson after nearly 25 years of service.

III. OLD BUSINESS – None

IV. NEW BUSINESS –

- A. **Motion** to approve street closures for the 2nd Annual Spring Craft Festival, April 1, 2023. (PW Director, Darin Pryor) Coordinator of the event, Amy Luebbert, shared the details of the event which has grown to 30+ vendors, 4 food trucks, and bounce houses. The event will take place at 9am and may run until 4pm A motion was made by Fridley and seconded by Higgins to approve the street closures. A voice vote showed 10 Ayes, zero Nays, and 1 absent (Mayberry).
- B. **Ordinance** authorizing the Mayor to enter into the Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement. (PW Director Darin Pryor) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR APPROXIMATELY REPLACEMENT OF 76 ADA CURB RAMPS.

- C. **Ordinance** to approve the Minor Subdivision to reorganize 3 commercial lots and create 1 additional commercial lot at 2339, 3409, and 3419 N. Bishop. (City Planner Tom Coats) This Minor Subdivision is to reorganize 3 commercial lots and create 1 additional commercial lot. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF RCP PLAT NO. 2.

V. **CLAIMS and/or FISCAL TRANSACTIONS** –

Award of Bid to Skyscraper Marine, LLC dba Tubbs & Son Construction for the demolition of the Ransdall Building – Project 561 and **Ordinance** authorizing the contract of same. (PW Director Darin Pryor) A motion was made by Johnson and seconded by Kessinger to award the bid to Skyscraper Marine, LLC dba Tubbs & Son Construction for \$35,500. A voice vote showed 10 Ayes, zero Nays, and 1 Absent (Mayberry). City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SKYSCRAPER MARINE, LLC dba TUBBS & SON CONSTRUCTION LLC.

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. Appointment of Matt Miller for the Board of Adjustment – 1st term of 5 years (exp Mar. 2028) A motion was made by Kessinger and seconded by Steen to approve the appointment. A voice vote shoed 10 Ayes, zero Nays, and 1 Absent (Mayberry).
- B. City Administrator John Butz Reminded the pubic of the April 4, 2023 General Municipal Election and some of the ballot issues that will listed.

VIII. **COMMENTS FOR THE GOOD OF THE ORDER**

- A. Citywide Spring Cleanup, Saturday, April 1, 2023 - Environmental Services Director Brady Wilson reminded the public of the upcoming Spring clean-up and the items that would be accepted/denied.

IX. **CLOSED SESSION** –

Closed Session per RSMo 610.021- (21) City internal computer network (1) Legal (3) Personnel
At 7:55pm, a motion was made by Johnson and seconded by Higgins to go into closed session. A roll call vote showed the following: Ayes: Higgins, Steen, Renaud, Chirban, Balch, Johnson, Kessinger, Florence, Hall, and Fridley. Nays: none. Absent: Mayberry.

At 9:48pm, Council returned from closed session where a discussion was had regarding a legal matter and a personnel issue where no final action was taken and a matter regarding the City internal computer network where one final action was taken.

X. **ADJOURNMENT** -

Having no further business, the meeting adjourned at approximately 9:50 p.m.
Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

March 20, 2023

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I.A.7

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Annexation and Assignment of Zoning: A portion of 13063 Old Wire Outer Rd into the corporate limits of the City of Rolla and assigning a zoning of C-2, General Retail

(ANX23-01)

MEETING DATE: April 3, 2023

Application and Notice:

Applicant - Mike Patel c/o Cindy Beger
Owner - James W Hayes and Janice S Hayes Trust
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 applicant seeks to voluntarily be annexed into the city limits. Annexation would allow for access to utilities necessary for development of the property. The applicant also requests that the property be assigned C-2, General Retail zoning at the time of annexation. The C-2 district would allow for the planned use of the property as a proposed hotel.

Property Details:

Current zoning - Unincorporated Phelps County; proposed to be assigned zoning of C-2, General Retail
Current use - Vacant (former manufactured home sales)
Proposed use - Hotel
Land area - 2.3 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Old Wire Outer Rd and Sally Rd, both Collector streets.
Sidewalks - No sidewalks are located adjacent to the property. Sidewalks would be required to be constructed along Old Wire Outer Rd, unless waived.
Utilities - The subject property should have access to all needed public utilities. The developer will be required to extend the public sewer to the property and extend a waterline across the entire property frontage.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Mixed Commercial uses. The Comprehensive Plan designates the area as being within the Urban Growth Area for the city. The Rolla West Master Plan designates the property as being appropriate to for a "Lifestyle Center," which includes specialty retail and office uses.

Discussion:

The proposed annexation should not impact city budgets or services. The annexation would allow for a development which would generate sales and hotel/motel tax revenues for the city. The proposal was reviewed at the Development Review Meeting and no objections to the annexation were made.

All utilities are located in the area and have capacity to serve the property. The developer will have to extend water and sewer utilities to serve the property. The property should be easily served with all other municipal services.

The subject property is located on the I-44 outer road. The I-44 frontage has developed to include retail and hospitality uses. The north side I-44 frontage is all C-2 zoning. The property is adjacent to the city limits.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 14, 2023 and voted 7-0 to recommend the City Council approve the request.

Prepared by:

Tom Coots, City Planner

Attachments:

Public Notice Letter; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE ANNEXATION OF A PORTION OF 13063 OLD WIRE OUTER RD INTO THE CORPORATE LIMITS OF THE CITY OF ROLLA AND ASSIGNING ZONING OF SAID PROPERTY AS THE C-2, GENERAL RETAIL DISTRICT

(ANX23-01)

WHEREAS, a petition was duly filed with the Community Development Department requesting the subject property to be voluntarily annexed into the corporate limits of the City of Rolla; 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 March 14, 2023 and recommended the City Council approve the annexation and assignment of zoning of the subject property as the C-2, General Retail district; and

WHEREAS, the Rolla City Council, during its April 3, 2023 meeting, conducted a public hearing concerning the proposed annexation and designation of zoning 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 annexation and designation of zoning and by those citizens opposing said proposal, the City Council found the proposed annexation and designation of zoning 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 full voluntary annexation procedure, as outlined in RSMo. 71.012, has been conducted by the City of Rolla, which included the City Council conducting a public hearing on the proposal and determining that the annexation proposal meets the criteria established under Missouri State Statute RSMo. 71.012; and

SECTION 2: That the applicants request that the City Council of the City of Rolla, Missouri, annex into the corporate limits of Rolla, Missouri, the property that is presently unincorporated, yet contiguous to the corporate limits of the City of Rolla, Missouri, and that is more particularly described as follows:

A fractional part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 37 North, Range 8 West of the 5th P.M. described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 9; thence South 3°06'10" West, 450.07 feet to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1991-3686, also being a point on the West right of way of Phelps County Road 8110 (Sally Road); thence South 0°03'20" East, 172.96 feet along said West right of way; thence North 89°56'00" West, 30.27 feet; thence South 0°01'30" West, 30.20 feet; thence North 89°31'00" East, 30.31 feet to the aforesaid West right of way of Phelps County Road 8110 (Sally Road); thence South 0°02'50" East, 113.79 feet along said West right of way to the true point of beginning of the hereinafter described tract: Thence continuing South 0°02'50" East, 222.07 feet along said West right of way to its intersection with the North right of way of U.S. Interstate 44; thence South 51°00'50" West, 160.54 feet, and, westerly, 228.76 feet along the arc of a curve, concave northerly with a radius of 12038.70 feet, the chord of which is South 79°33'00" West, 228.76 feet, all along said North right of way; thence North 0°06'10" West, 300.00 feet; thence North 79°33'10" East, 356.00 feet to the true point of beginning. Above described tract contains 2.30 acres, more or less, per plat of survey J-4853, dated January 3, 2023, by CM Archer Group, P.C.

SECTION 3: And 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 is hereby amended by designating the zoning classification of the said property, as the C-2, General Retail district on the Official Zoning Map of the City of Rolla.

SECTION 4: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17th DAY OF APRIL, 2023.

APPROVED:

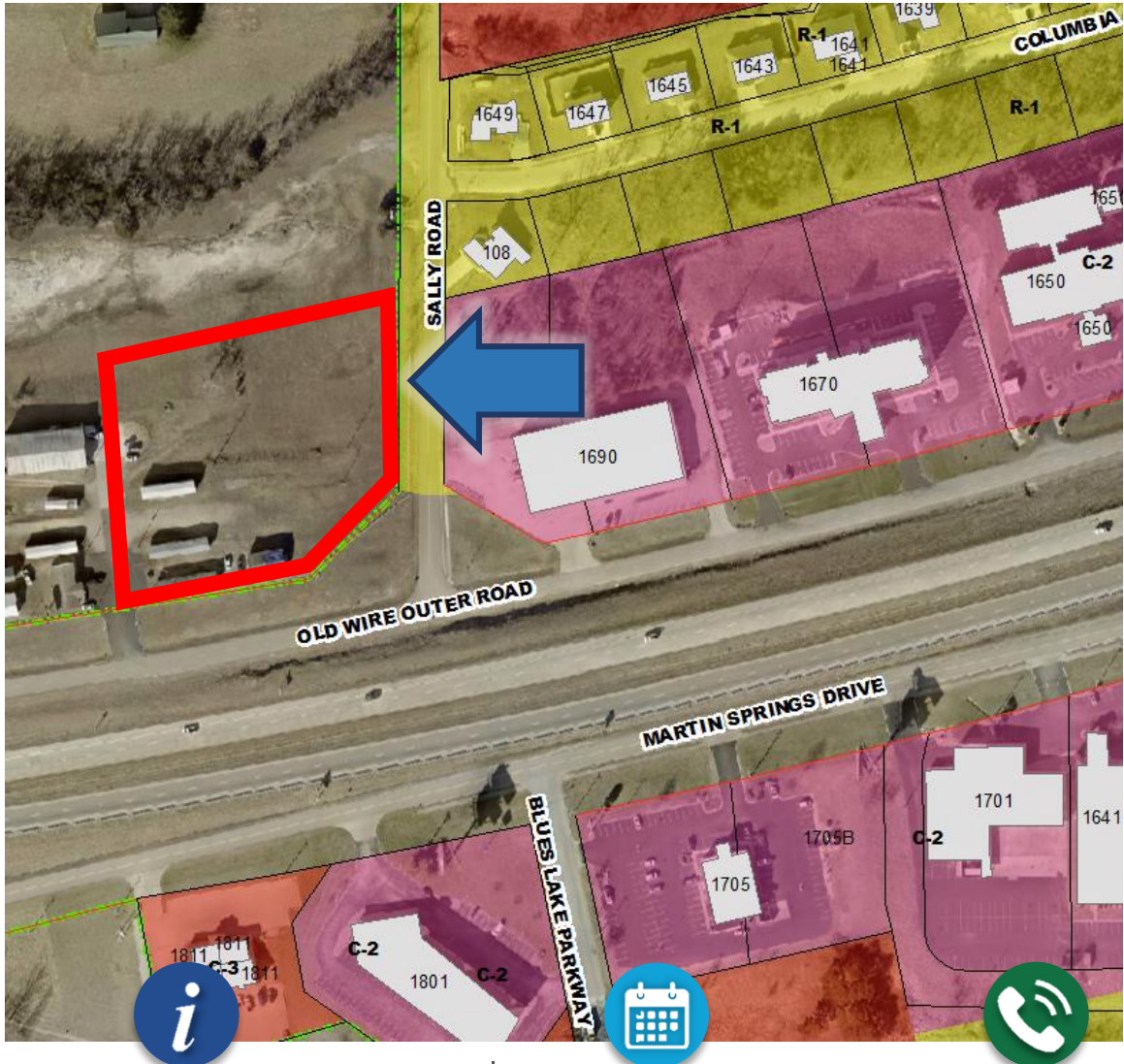
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ANX23-01
 Location: 13063 Old Wire Outer Rd
 Applicant: James W Hayes and Janice S Hayes Trust; and Krnal Patel c/o Cindy Beger

Request:
 Annexation into the city limits of the City of Rolla and assigning a zoning C-2, General Retail

Public Hearings:

Planning and Zoning Commission
February 28, 2023
5:30 PM
 City Hall: 1st Floor

 City Council
March 6, 2023
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

II.A.5



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 an Annexation?

An annexation is the changing of the city limits to include additional areas. Once within the corporate limits of the City of Rolla, a property is subject to the laws of the City of Rolla and is eligible for services provided by the City of Rolla.

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.

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 Commission.

What if I Have More Questions?

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

LEGAL DESCRIPTION

A fractional part of the Northeast Quarter of the Southeast Quarter of Section 9, Township 37 North, Range 8 West of the 5th P.M. described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 9; thence South 3°06'10" West, 450.07 feet to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1991-3686, also being a point on the West right of way of Phelps County Road 8110 (Sally Road); thence South 0°03'20" East, 172.96 feet along said West right of way; thence North 89°56'00" West, 30.27 feet; thence South 0°01'30" West, 30.20 feet; thence North 89°31'00" East, 30.31 feet to the aforesaid West right of way of Phelps County Road 8110 (Sally Road); thence South 0°02'50" East, 113.79 feet along said West right of way to the true point of beginning of the hereinafter described tract: Thence continuing South 0°02'50" East, 222.07 feet along said West right of way to its intersection with the North right of way of U.S. Interstate 44; thence South 51°00'50" West, 160.54 feet, and, westerly, 228.76 feet along the arc of a curve, concave northerly with a radius of 12038.70 feet, the chord of which is South 79°33'00" West, 228.76 feet, all along said North right of way; thence North 0°06'10" West, 300.00 feet; thence North 79°33'10" East, 356.00 feet to the true point of beginning. Above described tract contains 2.30 acres, more or less, per plat of survey J-4853, dated January 3, 2023, by CM Archer Group, P.C.





**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 605 W 7th and 605/607 N State from the C-2, General Retail district to the C-3, Highway Commercial district

(ZON23-02)

MEETING DATE: April 3, 2023

Application and Notice:

Applicant - Mike Woessner
Owner - Denny LaBantsching of Denny Properties, LLC and Denny Ford Lincoln Mercury, Inc.
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 applicant seeks to rezone the subject property to allow for additional potential commercial uses. The C-2 district does not allow some commercial uses which are allowed in the C-3 district. The applicant states that they have missed a few opportunities to sell or lease the property due to the zoning.

Property Details:

Current zoning - C-2, General Retail; proposed to be rezoned to C-3, Highway Commercial
Current use - Vacant
Proposed use - Commercial
Land area - About 28,000 Sq. Ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on 6th Street, 7th Street, and State Street, all local streets.
Sidewalks - Sidewalks are located adjacent to the property.
Utilities - The subject property should have access to all needed public utilities.

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

Discussion: The subject property is located in an area with a mixture of commercial uses. The property is adjacent to other properties which are zoned C-1, Neighborhood Commercial and C-2, General Retail. Properties zoned C-3, Highway Commercial are located in the area, however, these properties generally have frontage on arterial roads.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 14, 2023 and voted 7-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Ordinance

II.B.1

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 605 W 7TH STREET AND 605/607 N STATE STREET FROM THE C-2, GENERAL RETAIL DISTRICT TO THE C-3 HIGHWAY COMMERCIAL DISTRICT

(ZON23-02)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 14, 2023 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its April 3, 2023 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-2 (General Retail) to C-3 (Highway Commercial) Zoning described as follows:

All of Lot 1 and a fractional part of Lot 4, Block 42 of BISHOP'S ADDITION, and, a fractional part of Lot 2 of COPPERFIELD SUBDIVISION, all in Rolla, Missouri more particularly described as follows: Beginning at the Northwest Corner of Lot 2, Block 42 of said BISHOP'S ADDITION; thence South 89°24'20" East, 247.50 feet along the South right of way of 7th Street to its intersection with the West right of way of State Street; thence South 1°04'50" West, 64.63 feet along said West right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1999-3448; thence North 88°52'00" West, 114.00 feet along the South line of said Document No. 1999-

3448 parcel; thence South 1°07'30" West, 57.00 feet to the North line of Lot 1 of the aforesaid COPPERFIELD SUBDIVISION; thence South 86°33'00" West, 72.96 feet along said North line to the northwest corner of the aforesaid Lot 1 of COPPERFIELD SUBDIVISION; thence South 0°56'00" West, 95.03 feet along the West line of said Lot 1 to the North right of way of 6th Street; thence North 89°06'00" West, 60.19 feet along said North right of way to the southwest corner of the aforesaid Lot 2 of COPPERFIELD SUBDIVISION; thence North 0°11'20" East, 99.68 feet, and, North 1°26'40" East, 120.75 feet, all along the West line of said Lot 2 to the point of beginning.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17th DAY OF APRIL, 2023.

APPROVED:

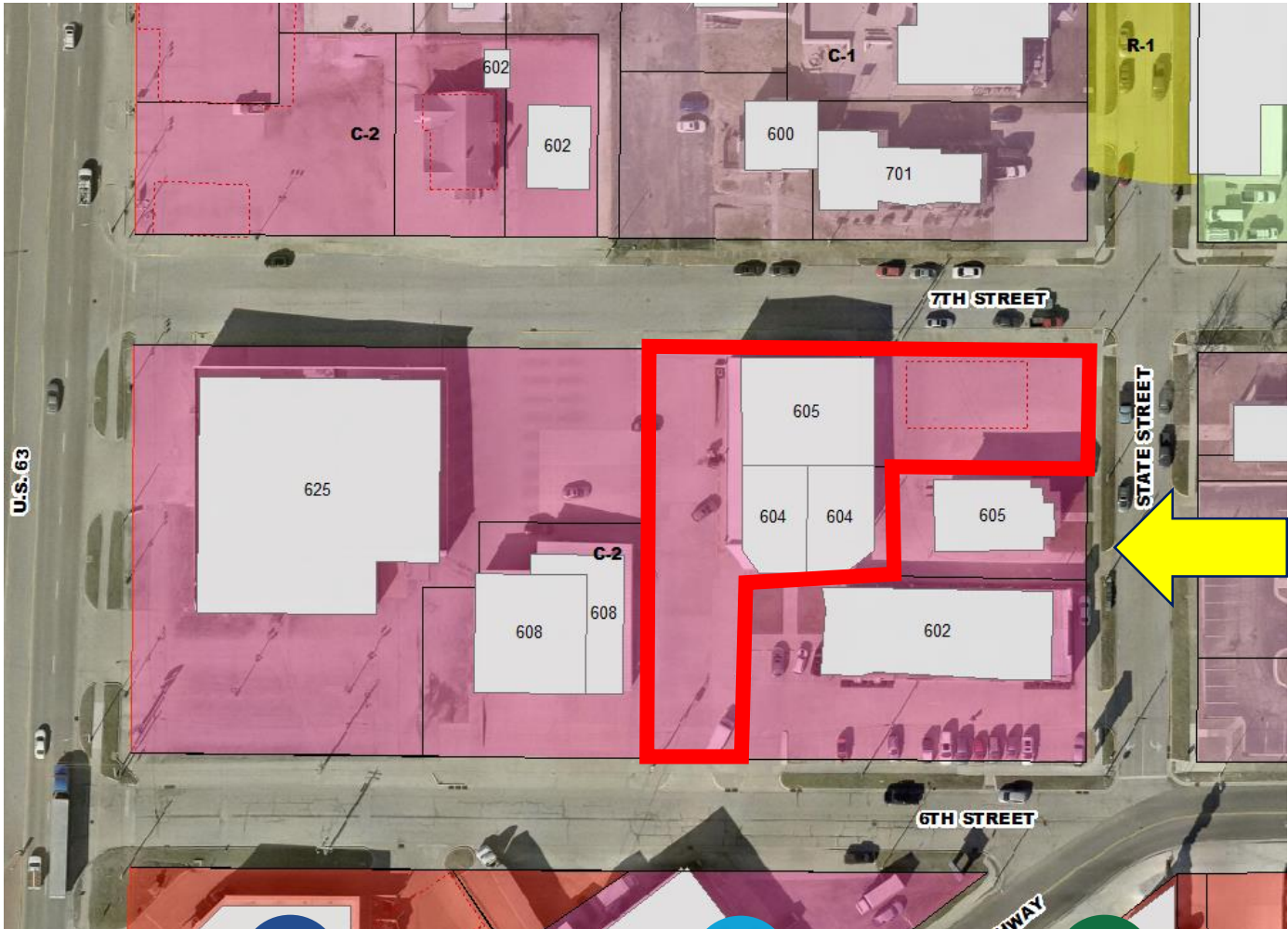
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ZON23-02
 Location: 605 W 7th St.; 605/607 N State St.
 Applicant: Denny Labantschnig of Denny Properties and Denny Lincoln Ford Mercury, Inc.
 Request:
 Rezoning from C-2, General Retail to C-3, Highway Commercial



Public Hearings:

Planning and Zoning Commission
February 28, 2023
5:30 PM
 City Hall: 1st Floor

 City Council
March 6, 2023
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

II.B.4



Who and What is the Planning and Zoning Commission?

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

What is a Rezoning (Map Amendment)?

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

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

All of Lot 1 and a fractional part of Lot 4, Block 42 of BISHOP'S ADDITION, and, a fractional part of Lot 2 of COPPERFIELD SUBDIVISION, all in Rolla, Missouri more particularly described as follows: Beginning at the Northwest Corner of Lot 2, Block 42 of said BISHOP'S ADDITION; thence South 89°24'20" East, 247.50 feet along the South right of way of 7th Street to its intersection with the West right of way of State Street; thence South 1°04'50" West, 64.63 feet along said West right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1999-3448; thence North 88°52'00" West, 114.00 feet along the South line of said Document No. 1999-3448 parcel; thence South 1°07'30" West, 57.00 feet to the North line of Lot 1 of the aforesaid COPPERFIELD SUBDIVISION; thence South 86°33'00" West, 72.96 feet along said North line to the northwest corner of the aforesaid Lot 1 of COPPERFIELD SUBDIVISION; thence South 0°56'00" West, 95.03 feet along the West line of said Lot 1 to the North right of way of 6th Street; thence North 89°06'00" West, 60.19 feet along said North right of way to the southwest corner of the aforesaid Lot 2 of COPPERFIELD SUBDIVISION; thence North 0°11'20" East, 99.68 feet, and, North 1°26'40" East, 120.75 feet, all along the West line of said Lot 2 to the point of beginning.



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FEBRUARY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Feb 2023	Jan 2023	Feb 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Cardboard	105.0 ton	87.0 ton	131.0 ton	192.0 ton	279.0 ton	1,481.9 ton
Newspaper	20.0 ton	37.5 ton	17.5 ton	57.5 ton	52.0 ton	455.6 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	63.5 ton
Aluminum	0.0 ton	2.5 ton	2.3 ton	2.5 ton	2.3 ton	16.1 ton
Steel Cans/Scrap Metal	6.5 ton	4.7 ton	6.4 ton	11.2 ton	12.9 ton	69.7 ton
Plastic	0.0 ton	19.4 ton	0.0 ton	19.4 ton	11.0 ton	98.2 ton
Glass	41.6 ton	22.7 ton	0.0 ton	64.3 ton	21.0 ton	201.7 ton
Batteries	0.0 ton	0.8 ton	0.3 ton	0.8 ton	0.3 ton	2.1 ton
Electronic Waste	0.0 ton	3.6 ton	3.1 ton	3.6 ton	7.1 ton	39.3 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton
TOTAL	173.1 ton	178.2 ton	160.6 ton	351.4 ton	385.6 ton	2,428.1 ton

SERVICES PROVIDED

Type of Service	Feb 2023	Jan 2023	Feb 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Special Pick-ups	33	26	28	59	83	639
Paper Shredding	4.5 hours	3.5 hours	4.0 hours	8.0 hours	14.5 hours	59.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	58	50	43	108	96	953

DISPOSAL TONNAGE

(Sanitation Division)

Material	Feb 2023	Jan 2023	Feb 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Refuse	1,260.8 ton	1,218.5 ton	1,182.3 ton	2,479.3 ton	2,488.8 ton	16,383.3 ton

Management Report
FISCAL YEAR 2023

February 2023

BUILDING PERMITS ISSUED	FEBRUARY FY 2023		FEBRUARY FY 2022		YTD FY 2023		YTD FY 2022		Δ CHANGE FY 22 - FY 23	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	23	\$ 2,059,108	28	\$ -	140	\$ -	167	\$ -	167	-16.2%
Electric, Plumbing, etc. Only	8	\$ -	8	\$ -	62	\$ -	50	\$ -	50	24.0%
Single Family Detached	1	\$ 10,000	-	\$ -	2	\$ 300,000	5	\$ 1,570,027	5	-60.0%
Single Family Attached	-	\$ -	-	\$ -	-	\$ -	8	\$ 1,437,000	8	-100.0%
Duplexes	-	\$ -	-	\$ -	-	\$ -	1	\$ 291,800	1	-100.0%
3-or-4 family	-	\$ -	-	\$ -	5	\$ 2,700,800	8	\$ 3,402,590	8	-37.5%
5-or-more family	-	\$ -	1	\$ 2,057,200	1	\$ 2,800,000	1	\$ 2,057,200	1	0.0%
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	2	\$ 291,500	2	-100.0%
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Industrial	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Parking garages	-	\$ -	-	\$ -	3	\$ 50,383	2	\$ 82,500	2	50.0%
Service stations, repair garages	1	\$ 750,000	-	\$ -	2	\$ 1,795,125	-	\$ -	-	-38.9%
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Offices, banks, professional	-	\$ -	-	\$ -	1	\$ 1,100,000	-	\$ -	-	-
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Stores, customer	1	\$ 814,650	-	\$ -	1	\$ 814,650	-	\$ -	-	-
Towers, antennas	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Signs, attached and detached	3	\$ 6,400	6	\$ 16,350	21	\$ 82,000	24	\$ 154,150	24	-12.5%
Residential addition, remodel	6	\$ 220,258	5	\$ 179,600	24	\$ 678,278	33	\$ 1,079,250	33	-27.3%
Commercial addition, remodel	2	\$ 257,800	-	\$ -	13	\$ 1,143,800	14	\$ 2,305,600	14	-7.1%
Residential garage, carport	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Demolition, single family	1	\$ -	7	\$ -	4	\$ -	15	\$ -	15	-73.3%
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Demolition, all other	-	\$ -	1	\$ -	1	\$ -	3	\$ -	3	-66.7%
Total Residential Units	1	\$ 10,000.00	54	\$ 2,057,200	30	\$ 5,800,800	97	\$ 8,758,617	97	-69.1%
EST. CONSTRUCTION COSTS	\$	\$ 2,059,108	-	\$ 2,253,150	-	\$ 11,465,036	-	\$ 12,671,617	-	#DIV/0!
Building Permit Fees	\$	\$ 7,409	-	\$ 8,225	-	\$ 44,367	-	\$ 46,048	-	#DIV/0!
FEEES	\$	\$ 13,009	-	\$ 18,075	-	\$ 79,017	-	\$ 103,098	-	#DIV/0!

INSPECTIONS PERFORMED	FEBRUARY FY 2023		FEBRUARY FY 2022		YTD FY 2023		YTD FY 2022		FY FY 22 - FY 23	
	#	Value	#	Value	#	Value	#	Value	#	%
Building inspections	117	\$ -	121	\$ -	548	\$ -	824	\$ -	824	-33%
Electrical inspections	48	\$ -	48	\$ -	293	\$ -	314	\$ -	314	-7%
Excavation inspections	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	#DIV/0!
Plumbing inspections	31	\$ -	32	\$ -	202	\$ -	216	\$ -	216	-6%
Mechanical inspections	18	\$ -	20	\$ -	92	\$ -	116	\$ -	116	-21%
Code inspections	155	\$ -	162	\$ -	829	\$ -	1,191	\$ -	1,191	-30%
Nuisance inspections	99	\$ -	138	\$ -	475	\$ -	467	\$ -	467	2%
Business License inspections	7	\$ -	13	\$ -	37	\$ -	59	\$ -	59	-37%
TOTAL INSPECTIONS	475	\$ -	534	\$ -	2476	\$ -	3,187	\$ -	3,187	-22%

February 2023

Building	Elec.	Plumb	Mech.	Gen Com	Nuis.	BL	Daily #	N/R	30 Day P	30 Day F	Grass P	Grass F	Trash P	Trash F	Abate Grass	Abate Trash	Summons	# of Inspect.	
2/1	9	4	3	2	11	3	0	32	0	1	0	0	0	0	0	0	0	0	3
2/2	9	5	3	1	12	5	0	35	0	2	1	0	0	0	0	0	0	0	3
2/3	6	7	2	1	10	5	3	34	0	2	0	0	0	0	0	0	0	0	3
2/6	4	2	2	0	7	5	0	20	0	2	0	0	0	0	0	0	0	0	3
2/7	7	3	2	1	8	4	1	26	0	1	2	0	0	0	0	0	0	0	3
2/8	6	0	1	0	6	4	0	17	0	1	1	0	1	0	0	0	0	0	3
2/9	8	0	1	1	11	6	0	27	0	1	0	0	0	0	0	0	0	0	3
2/10	3	3	0	0	3	4	1	14	0	1	0	0	2	0	0	0	0	0	3
2/13	7	1	1	1	7	7	0	24	0	1	0	0	2	0	0	0	0	0	3
2/14	4	5	5	3	6	7	0	30	0	0	1	0	0	0	0	0	0	0	3
2/15	2	4	3	1	6	11	1	28	0	0	0	0	0	0	0	0	0	0	3
2/16	7	0	1	0	8	5	0	21	0	0	0	0	0	0	0	0	0	0	3
2/17	4	2	1	1	5	0	1	14	0	0	0	0	0	0	0	0	0	0	3
2/21	7	3	0	0	11	6	0	27	0	2	2	0	0	0	0	0	0	0	3
2/22	8	1	2	1	9	8	0	29	0	2	0	0	1	0	0	0	0	0	2
2/23	7	1	1	1	8	6	0	24	0	0	2	0	4	0	0	0	0	0	3
2/24	4	2	1	1	9	4	0	21	0	0	1	0	0	0	0	0	0	0	3
2/27	9	4	1	2	11	5	0	32	0	0	0	0	0	1	0	0	0	0	3
2/28	6	1	1	1	7	4	0	20	0	0	2	0	0	0	0	0	0	0	3
								0											
								0											
								0											
117	48	31	18	155	99	7	475	0	16	12	0	0	10	1	0	0	0	0	0

Rolla Police Department Monthly Report
YTD 2023

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Abandoned/Recovered Property	11	13											24	29	-17.24%
Abandoned Vehicle	26	15											41	29	41.38%
Accident - Fatality	0	0											0	0	#DIV/0!
Accident - Injury	11	17											28	32	-12.50%
Accident - Leave The Scene	5	16											21	27	-22.22%
Accident - No Injury	40	41											81	93	-12.90%
Accident - Private Property	22	16											38	45	-15.56%
Accident - Road Blocked	7	2											9	10	-10.00%
Adult Abuse	1	0											1	0	#DIV/0!
Alarm LE	68	63											131	155	-15.48%
Animal Bite/Attack	2	0											2	5	-60.00%
Animal Control	93	75											168	179	-6.15%
Arson	0	0											0	0	#DIV/0!
Assault	14	8											22	26	-15.38%
Assist Agency Non-LEA	81	64											145	154	-5.84%
Assist Citizen	6	7											13	14	-7.14%
Assist LEA	10	13											23	25	-8.00%
Assist Motorist	25	18											43	64	-32.81%
Bomb Threat	0	0											0	0	#DIV/0!
Building Lockout	1	0											1	0	#DIV/0!
Burglary	11	9											20	26	-23.08%
Business/Building Check	205	227											432	601	-28.12%
Call for Police	61	60											121	133	-9.02%
Check Well Being	97	96											193	198	-2.53%
Child Abuse	1	2											3	3	0.00%
Child Exploitation/Pornography	2	0											2	0	#DIV/0!
Confidential Investigation	0	0											0	2	-100.00%
Conservation Violation	0	0											0	1	-100.00%
Court	10	10											20	16	25.00%
Crossing Guard (Officer coverage)	5	3											8	12	-33.33%
CWB 911 Hangup	209	228											437	460	-5.00%
Death	1	0											1	4	-75.00%
Destruction of Property	15	18											33	33	0.00%
Disturbance-Fireworks	0	0											0	2	-100.00%
Disturbance-Liquor	2	0											2	0	#DIV/0!
Disturbance-Other	71	57											128	126	1.59%
Domestic Violence	25	33											58	84	-30.95%
Driving While Intoxicated	6	10											16	23	-30.43%
Drown/Water Rescue	0	0											0	0	#DIV/0!
Drug Paraphernalia	6	11											17	7	142.86%
Escort - Bank	0	1											1	1	0.00%
Escort - Courtesy	12	9											21	18	16.67%
Escort - Funeral	12	4											16	14	14.29%
Exparte Violation	14	3											17	8	112.50%
Field Interview	49	35											84	66	27.27%
Fight	5	1											6	8	-25.00%
Fingerprints	0	4											4	17	-76.47%
Follow-up	117	128											245	228	7.46%
Foot Patrol	0	1											1	0	#DIV/0!
Forgery-Counterfeiting	1	0											1	2	-50.00%
Found Body	0	1											1	0	#DIV/0!
Fraud - Checks/Credit Card	14	19											33	29	13.79%
Harassment	30	19											49	38	36.11%
Identity Theft	3	3											6	2	200.00%
Information Request	331	322											653	407	60.44%
Intoxicated Person	6	5											11	18	-38.89%
Jail Incident	0	0											0	0	#DIV/0!
Juvenile Complaint	9	20											29	27	7.41%
Keep the Peace/Standby	9	8											17	35	-51.43%
Kidnapping	2	0											2	1	100.00%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Leave without Pay	0	2											2	1	100.00%
Liquor Violation	0	1											1	0	#DIV/0!
Littering/Dumping	4	0											4	4	0.00%
Loitering	2	2											4	16	-75.00%
Lost or Stolen Property	7	11											18	13	38.46%
Loud Noise Complaint	24	17											41	47	-12.77%
Malicious Mischief	1	1											2	4	-50.00%
Mental Health	28	15											43	60	-28.33%
Missing Person	4	4											8	18	-55.56%
Murder	0	1											1	0	#DIV/0!
Narcotics Violation	14	21											35	32	9.38%
Negotiation Callout	0	0											0	0	#DIV/0!
No Business License	0	0											0	1	-100.00%
Open Door	7	4											11	16	-31.25%
Overdose	8	6											14	16	-12.50%
Paper Service	14	22											36	57	-36.84%
Prisoner Transport	8	0											8	4	100.00%
Property Damage-Non Criminal	1	1											2	1	100.00%
Prostitution	0	0											0	0	#DIV/0!
Prowler	1	1											2	4	-50.00%
Public Indecency	0	2											2	0	#DIV/0!
Public Relations	3	4											7	5	40.00%
Pursuit	0	0											0	1	-100.00%
Rape/Sexual Assault	2	0											2	1	100.00%
Robbery	2	0											2	1	100.00%
Runaway	7	3											10	14	-28.57%
Search Warrant	2	1											3	0	#DIV/0!
Vacation/Security Check	18	2											20	49	-59.18%
Selective Enforcement	0	0											0	0	#DIV/0!
Sewer Alarm	0	0											0	0	#DIV/0!
Sex Offenses	3	2											5	14	-64.29%
Shots Fired	0	3											3	4	-25.00%
Soliciting	2	4											6	2	200.00%
Stabbing	0	0											0	0	#DIV/0!
Stabbing or Shooting with Injury	2	0											2	0	#DIV/0!
Stalking	3	0											3	0	#DIV/0!
Stealing	61	58											119	92	29.35%
Stolen Vehicle	9	9											18	15	20.00%
Suicide	0	0											0	1	-100.00%
Suspicious Activity	100	81											181	158	14.56%
Suspicious Package/Item	1	0											1	0	#DIV/0!
SWAT Callout	0	0											0	0	#DIV/0!
Tampering	4	2											6	11	-45.45%
Telephone Harassment	6	11											17	12	41.67%
Tow Sticker Expired	17	14											31	18	72.22%
Traffic Complaint	109	130											239	282	-15.25%
Traffic Stop	401	350											751	670	12.09%
Trespassing	56	42											98	74	32.43%
Try to Contact	6	14											20	26	-23.08%
Vehicle Identification	35	38											73	115	-36.52%
Vehicle Lockout	2	3											5	2	150.00%
Vehicle Repossession	8	8											16	11	45.45%
Veterinary Call	3	3											6	10	-40.00%
Weapons Violation	3	5											8	6	33.33%
Totals	2,752	2,613	0	0	0	0	0	0	0	0	0	0	5,365	5,423	-1.07%

Rolla Police Department Monthly Report
YTD 2023

Part I Crimes

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

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
January	0	0	0	3	5	41	4	1	54	
YTD 2023	0	1	0	7	13	83	8	1	113	
2022	0	7	6	93	118	526	45	4	799	-1.48%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	14.59%
2018	0	30	7	84	102	547	34	5	809	-5.49%

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
January	4	3	2
YTD 2023	6	5	3
2022	132	42	11

ANIMAL CONTROL MONTHLY TOTALS

February 2023

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
	Domestic						
City of Rolla	13	7	0	7	27	55	55
Rolla Area (Rural Areas)	0	0	0	0	0	3	3
Newburg Area	0	0	0	0	0	0	0
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	0	0
Other Law Enf. Agencies	0	0	0	0	0	0	0
Monthly Total	13	7	0	7	27		
2023 YTD Total	30	10	0	18		58	
2022 YTD Total	33	9	0	16			58
Total Phelps County	0	0	0	0	3	3	3

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
	Domestic						
Animals Adopted ①	3	1	0	0	4	10	18
Animals Claimed	4	2	0	0	6	15	19
Euthanized(Ill/Injured)	0	0	0	1	1	2	1
Euthanized(Dangerous)	5	0	0	0	5	7	5
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	6	6	17	18
Transferred to Rescue ③	0	0	0	0	0	0	2
Wildlife Relocated	0	0	0	3	3	3	1
Other	0	0	0	0	0	0	0
Monthly Total	12	3	0	10	25		
2023 YTD Total	27	6	0	21		54	
2022 YTD Total	36	12	0	16			64

ADDITIONAL STATISTICS

	Monthly Total	2023 YTD Total	2022 YTD Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	1	2	1
Calls for Service	77	152	191
Written Warnings	0	0	0
Citations	0	0	4
Total Incinerator Hours	0	0	133

REGULAR SESSION – February 28, 2023

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President, Nick Barrack presiding. The following were present:

- Board members: President, Nick Barrack
 Vice President, Albert Crump, Jr.
 Secretary, Dr. Wm. E. Showalter – by teleconference
 Vice Secretary, Ted Read
- RMU Staff: Operations Manager, Chad Davis, P.E.
 Business Manager, Jason Grunloh
 Finance Manager, Gwen Cresswell
 Electric Superintendent, Eric Lonning

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylor.

* * * * *

Prior to the start of the regular meeting, Davis outlined water pressure issues in the growing development area northwest of I-44. Historically, this area has had less water pressure than the majority of the distribution system due to the higher elevation. Requests for qualifications were sent to several engineering firms to help establish a long-term plan for the area to provide required ISO fire flow. Davis introduced David Van Leer with Cochran Engineering to discuss the collaborative planning of the water distribution system. Van Leer thanked the Board for the opportunity to work with RMU and answered any questions from the board. The vote to approve a contract for services and any further discussion will be conducted under the New Business portion of the Board meeting.

I. APPROVAL OF MINUTES

Crump made a motion, seconded by Read, the minutes of the January 24, 2023 Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. FINANCE MANAGER'S REPORT (presented by Cresswell)

1. The Board received the Statement of Income & Expenses reports for January 2023 (FY23).

Cresswell reviewed January reports (FY23):

Month-to-Date comparison of January 2023 to January 2022

- For January, we are showing operating income of \$3,027,000. This is an increase of over \$240,000 from January 2022. Our operating income for the year is \$10,300,000 which is an increase of over \$290,000 compared to this time last year.
- Purchased power expenses for the month of January were \$1,915,000 which is a decrease of over \$338,000 from January 2022. Year-to-date purchased power is \$8,070,000. With the decrease over January 2022, we were able to make up some of the increase for the year, but we are still showing an increase of \$951,441 from this time last year.
- Total operating expenses for January were \$2,709,000 which includes purchased power. This is down over \$401,000 from January 2022 and up over \$1,129,000 year-to-date. The bulk of this increase is purchased power.
- This gives us a total net income for the month of \$401,531 and a net loss of \$707,376 for the year.

2. Cresswell presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for January 2023.

Showalter made a motion, seconded by Crump, that the financial reports be approved as presented and forwarded to the City. Motion passed unanimously.

3. Update on RMU Service Center Expansion

Cresswell reported staff met with the architects on February 17th. We are very close to having a final floor plan. The architect is working with the civil engineer and designer to work out the site layout and exterior elevations. Once that is complete, we expect to have a full committee meeting to review the plans.

4. FY2024 Budget

Cresswell noted that staff will start working on the FY2024 Budget on March 6th. During the March board meeting, recommendations for the capital budget, rates and fees as well as any staffing needs will be presented.

5. APPA DEED Board Appointment

Cresswell announced that Rodney Bourne, RMU General Manager, has been appointed to the American Public Power Commission DEED Board. He will be representing Region 3 which includes Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota. He will be attending a meeting in Sacramento, California on April 17th. The group will be visiting the Sacramento Municipal Utility District as well as the Northern California Power Agency which has a DEED funded project. Rodney will also attend the APPA National Conference in mid-June which will be held in Seattle, Washington.

B. BUSINESS MANAGER'S REPORT (presented by Grunloh)

1. Public Power Customer Satisfaction Survey

Grunloh announced RMU will be launching a customer satisfaction survey in April. We will be sending customers a URL attached to their bills, posting a QR Code on the RMU website, and posting on social media. The survey is a short 10-15 questions with topics such as communicating with customers, satisfaction with customer service, restoring power after an outage, and overall satisfaction with the utility. The data collected from the survey is available to us in real time. The data will then be used to assess how the citizens of Rolla feel we are doing and will allow us to continue improving the customer experience.

2. Sunshine Law Update

Grunloh noted that as a follow-up to new changes on the Sunshine Law the previous month, MPUA addressed our concerns about assisting law enforcement if they have an inquiry regarding a specific customer. The way the new law is written, we can choose who and when we share information pertaining to customers' personal information. However, the rules must be in our company policies and approved by the Board. MPUA is working on a guide on how to word any updated policy so we are compliant with state statutes. We plan to have an updated policy for approval at next month's board meeting.

C. OPERATIONS MANAGER'S REPORT (presented by Davis)

1. Updates on:

a. Development Review Committee Meeting (DRC).

Davis noted that the January 17, 2023 had a long agenda; therefore Davis highlighted a few items from that meeting. A complete summary and details of the DRC meeting was included in Board packets.

- Keller Tower – RMU is working with the contractor to determine the best electric infrastructure solutions. The overhead lines around this project will have to be moved due to the height of the building. In addition, other providers using the utility poles need to be contacted about removing their lines from utility poles and rerouting. RMU will provide updates to these providers of impending work, but we are unable to regulate how they reconstruct their systems once our poles are removed.
- Agenda items ZV22-06 and ZV22-07 were variances concerning 701/702 N. Cedar St. We didn't see any issues or concerns with the clearance distance and RMU is neutral on this proposal.
- ZV22-08, 1600 Old Wire Outer Rd – RMU is neutral so long as the proposed signage does not interfere with RMU infrastructure.
- ZV22-05, 1203 S Bishop rezoning – RMU is neutral concerning this proposal.
- ZON23-01, 1708 Ashwood Drive rezoning – Installation of electric service to this property will be via underground conductors.
- ZON23-02, 605 W 7th St and 607 N State Street rezoning – RMU is neutral
- ANX23-01, 13063 Old Wire Outer Road Annexation – RMU has electric and water infrastructure in place and can supply both to the parcel as needed upon annexation.
- SUB 22-09/PUD22-02 – RMU continues discussion with the owner in regard to the configuration of electric and water infrastructure for the proposed RV park on Blues Lake Parkway
- Frueh Development on Bardsley Rd. – The topic was not on the agenda but came up for discussion. RMU is not opposed to abandonment of the water easement through the middle of the subdivision. Once final plans are approved, no RMU infrastructure will be needed in the area encompassed by the easement and is not opposed to vacating the easement.

b. Current RMU projects

Davis highlighted work projects listed on the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- Davis reported the work at 712 S. Bishop included replacing a pole, underground primary extension, new transformer, and new metering for commercial development. The new transfer will also serve 706 South Bishop. Work was completed February 16, 2023.
- Work at 1600 Old Wire Outer Road was completed February 20, 2023. Installation of a new pole

and underground electric distribution system extension in conjunction with commercial development.

- Davis pointed out the Tower Road Substation was a new item on the work list. On January 20, there was a failure in cubicle for Circuit 1. We are still working on this issue and will present information in the New Business section concerning work needed to be completed by a contractor.
- On February 14, 2023 Rolla experienced a wind storm and the only damage suffered on RMU's system were two poles and pole mounted transformers in Lions Club Park. Poles were replaced and as they were service points for Lions Club equipment, we are pending completion while Lions Club contractor works on repairs.
- Davis mentioned water crews continuing work on Sycamore Drive replacing old water main.
- Davis reported crews are replacing service lines in the east portion of Green Acres ahead of a paving project done by the city.
- Davis announced that on January 30th, he received an evening call that the Hypoint Well 2 was on fire. The fire department responded and was able to put out the fire. No major damage was done. The ceiling and ceiling tiles suffered the most damage, but the well itself was fine. While waiting for to be back in service, additional improvements were made to the well area.
- Davis reported that we've been working on placing the well at Hypoint 3 into service. An inspection by MO DNR was done February 21st and we are waiting on paperwork to proceed with sampling and getting the well back into operation.
- Aesthetic changes were done on 6th Street between Olive and Walnut Streets. RMU removed overhead distribution system that was no longer in use.
- Removed one pole and overhead primary lines on 8th Street west of Olive Street due to the old MFA elevator being demolished.

Davis mentioned additional projects for late 2023 – 2024 were added to the list after talking with the City Public Works Department. Most notably are improvements to the downtown area along Main Street between 4th and 11th Streets.

2. Insurance Services Organization (ISO) Review

Davis reported that every five years, ISO does a review of the fire protection system in the City of Rolla for insurance purposes. It is once again time for that review. ISO will work with the fire department and RMU will assist in providing information to score our system. The scoring is based on two major components, the water distribution system and fire protection departments. Historically, both have been scored well and we expect good scores to continue going forward.

3. Annual Net Metering Report

Davis pointed out the report for Net Metering that was included in board packets. According to MO state regulations, RMU is required to provide this report annually. This report will also be posted on our website.

D. **GENERAL MANAGER'S REPORT** (none)

V. **UNFINISHED BUSINESS** (None)

VI. **NEW BUSINESS**

A. **RFB #23-109 Electric Materials**

Davis noted that RMU solicited bids for hardware and materials for normal restocking purposes. Six bids were received. The two lowest bids were incomplete. The recommended purchase is from Fletcher-Reinhardt Company for \$65,635.77. Read made a motion, seconded by Crump, to award the bid for electric materials to Fletcher Reinhardt for \$65,635.77. Motion passed unanimously.

B. **Tower Substation Repairs**

Davis mentioned the Southwest Circuit (#1) from Tower Road substation failed on January 30, 2023. Initial observation revealed a failure inside the cell where the circuit in question is connected and controlled. The substation was taken off-line, and a preliminary inspection was performed by RMU staff. Heavy damage was observed on the breaker stabs, rear bus work and arrestors. Siemens Industry, who manufactured the substation and breakers, has provided a quote to inspect and repair the breaker plus inspect and repair the cell of the substation that was impacted. The lead time for materials is 6 to 10 weeks. Staff recommend approving the quote from Siemens for \$47,728.00. Read made a motion, seconded by Crump, to approve the quote in the amount of \$47,728.00 from Siemens Industry. Motion passed unanimously.

Davis reported that RMU has submitted this failure to our insurance carrier in case it may be eligible for insurance coverage. At this time, an insurance adjuster has not yet visited the site. Additionally, RMU staff will be replacing the underground conductor from the substation to the riser pole for two of the three circuits out of this substation. One of the two underground segments has already been spliced at least three times.

C. 11th Street Conduit Invoice

Davis reported that RMU received an invoice from MS&T in the amount of \$36,431.87 for engineering and construction to install conduits for RMU's electric department while working on the S&T Substation Relocation Project. Davis requested the Board approve payment of the MS&T in the amount of \$36,431.87. Read made a motion, seconded by Crump, to approve payment of the MS&T invoice as recommended. Motion passed unanimously.

D. Pole Attachment Agreement – Ameren Gas AMI Project

Davis noted that Ameren does not have the agreement completed so this item will be presented at the March board meeting.

E. Request for Qualifications – Water Distribution System Planning

Davis noted that approval is needed to proceed with an engineering firm to establish a long-term plan for the development area northwest of I-44. Staff is recommending board approval to negotiate a contract for services with CB Engineering, Inc. (dba Cochran Engineering). Dave Van Leer spoke at the beginning of the meeting about working with RMU on the water distribution system planning and is optimistic in developing a solution for the water pressure problem. Showalter made a motion, seconded by Read, to approve proceeding forward with CB Engineering, Inc., dba Cochran to negotiate and develop a contract for services. Motion passed unanimously.

F. RFB #23-111 – Backhoe

Davis presented a request for purchasing a John Deere 710K Loader Backhoe. We budgeted \$170,000 to replace the backhoe currently used by our water department. The current backhoe will be traded in for \$62,000 which reduces Sourcewell's contract pricing to a total of \$133,614.36. Read made a motion, seconded by Showalter, to authorize the purchase of the John Deere Backhoe through Sourcewell in the amount of \$133,614.36. Motion passed unanimously.

G. MOU with St. James Municipal Utilities

RMU Electric Superintendent, Eric Lonning presented the Memorandum of Understanding which was included in Board packets. As mentioned at the January Board meeting, the City of St. James has asked for help from RMU due to staff shortages in their electric department. The MOU outlines the details of the arrangement. RMU electric staff will assist St. James for one week out of each month. This assistance will mainly be for emergency restoration of system outages and some general assistance with repairs that require more than one Journeyman Lineman. Crump made a motion, seconded by Showalter, to approve the Memorandum of Understanding with St. James Municipal Utilities as presented. Motion passes unanimously.

H. Personnel Policies

Cresswell presented changes to the RMU Personnel Policy Handbook, copies of which were included in Board packets.

1. 3.10 Standby Time

The change to this policy is to require employees to remain sober and not be impaired while on Weekend Standby Time.

2. 5.04 Smoking and Smokeless Products

The change is mainly to incorporate marijuana into the smoking restrictions.

3. 6.03 Victims of Domestic & Sexual Violence Leave

This is a new State of Missouri law and needs to be added to our Personnel Policy Handbook.

4. 8.05 Fall Protection

This policy is being added at the request of MIRMA stating that we are following the APPA Policy Manual.

Crump made a motion, seconded by Showalter, to approve all four policy changes as presented. Motion passed unanimously.

I. Depository & Investment Accounts

Cresswell reported that when requests were sent out last year to local banks for interest rates for our operating accounts, we switched to Southern Bank. However, Southern Bank has not been able to process our ACH transactions and we are still processing payroll direct deposits through the previous bank, First State Community Bank. Cresswell requests the Board to cancel our current arrangement with Southern Bank and approve moving our operating funds back into our accounts at First State Community Bank. Additionally, Cresswell requests for the Board to authorize the purchase of CD's in order to move our reserves out of low interest rate accounts and into higher earning CD's. All monies would remain FDIC insured or collateralized in accordance with our policies. Crump made a motion, seconded by Showalter, to approve moving operating funds back into First State Community Bank and authorize the Finance Director to purchase CD's. Motion carries unanimously.

J. RFB #23-112 – Utility Operating Software

Grunloh reported after months of research and narrowing down the options for a company to update our utility operations software, the choices were narrowed down to two, Edmunds Govtech and Tyler Technologies.

Demonstrations were done with each company, and both systems met our needs. Feedback was received from staff who participated in the demos and reviewed references of both companies. Bids were received from both companies for conversion and ongoing maintenance of our utility software. Overall, staff feels Edmunds Govtech would provide the best solution for our needs at a lower price point than the other software options. Staff recommends approval of Edmunds Govtech for our Utility Operations Software with a one-time conversion cost of \$50,100 and annual software & hosting service fees of \$83,900. Showalter made a motion, seconded by Read, to approve changing RMU's utility operations software to Edmunds Govtech in the amount of \$134,000 which includes a one-time fee of \$50,100. Motion passed unanimously.

VII. EXECUTIVE SESSION (None)

VII. ADJOURNMENT

With no further business appearing, Read made a motion, seconded by Crump, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:33 p.m.

Nicholas Barrack, President

Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, March 28, 2023 at 4:30 p.m.



**FINANCIAL STATEMENT
FEBRUARY 2023**

RECEIPTS:	
Electric, Water, Tax, Sewer and Refuse Charge	\$3,511,821.07
Accounts Receivable - Miscellaneous	\$54,407.53
Customer's Deposits - Refundable	\$28,140.00
Misc Non-Operating Revenue	<u>\$2,938.20</u>
Total Receipts	\$3,597,306.80
Southern Bank ICS Sweep Account Interest (January 31, 2022)	\$38,872.28
Southern Bank Money Market Account Interest (January 31, 2022)	\$0.00
Southern Bank Electronic Payment Account Interest (January 31, 2022)	\$1,207.86
Southern Bank General Fund Account Interest (January 31, 2022)	\$3,223.54
Southern Bank Payroll Account Interest (January 31, 2022)	\$11.98
FSCB Super-Now Account Interest (January 31, 2022)	\$0.00
FSCB Electronic Payment Account Interest (January 31, 2022)	\$0.00
PCB Super-Now Account Interest (January 31, 2022)	\$0.10
Miscellaneous Interest	\$0.00
Public Utility Cash In Bank (January 31, 2022)	<u>\$31,667,568.78</u>
Total Receipts and Cash In Bank	<u><u>\$35,308,189.32</u></u>
DISBURSEMENTS:	
Power Purchased	\$1,877,885.16
Operating Expenses	\$128,715.33
Administrative and General Expenses	\$130,129.90
Payroll	\$199,887.76
Capital Expenditures	\$80,585.50
Construction in Progress	\$47,437.16
Stock Purchases (Inventory)	\$138,901.80
Balance of Customer's Deposits after Finals	\$12,866.94
Medical, Dental, Vision and Life Insurance Paid by Employees	\$15,794.88
Support Payments	\$1,582.88
457 Plan Employee Contributions	\$9,944.60
Flexible Spending Account Contributions	\$1,133.28
U.S. Withholding Tax	\$25,303.70
Missouri Dept. of Revenue (Sales Tax)	\$43,817.18
Missouri Dept. of Revenue (Income Tax)	\$10,291.00
First State Community Bank (Social Security)	\$39,989.28
Sewer Service Charge	\$373,142.07
Refuse Service Charge	\$218,474.09
PILOT to City of Rolla	\$128,774.04
Standpipes Lease/Purchase	\$342.51
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void General Fund Check:	\$0.00
Void Working Fund Check:	\$0.00
	<u>\$3,481,059.06</u>
Cash in Bank (February 28, 2023)	<u>\$31,827,130.26</u>
Total Disbursements and Cash in Bank	<u><u>\$35,308,189.32</u></u>
BALANCE OF OTHER FUNDS:	
PUBLIC UTILITY ACCOUNTS:	
Citizens Bank of Newburg, Ck#1285 for \$67.78	\$2,000.00
First State Community Bank-Electronic Payment Account, Ck#1077 for \$525,593.12	\$71,999.03
First State Community Bank-General Fund, Ck#38447 for \$519.48	\$3,398.52
Southern Bank-General Fund, Cks#37921-38050 for \$3,481,259.06	\$2,826,817.91
Southern Bank-Electronic Payment Account, Ck #1258 for \$1,661,605.43	\$291,519.26
Southern Bank-Money Market	\$0.00
Southern Bank-ICS Sweep Account	\$632,423.77
Southern Bank-Payroll Account	\$50.59
PCB-Super Now, Ck #26368 for \$9444.17	\$2,164.72
Town & Country Bank, Ck#1273 for \$1,991.60	<u>\$2,986.46</u>
Total Public Utility Accounts	\$3,833,338.26
ELECTRIC RESERVES:	
Certificates of Deposit	\$0.00
Money Market Account	\$10,195,583.00 FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$10,195,583.00
RESTRICTED ELECTRIC RESERVES:	
Certificates of Deposit	\$0.00
Money Market Account	\$14,250,000.00 FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$14,250,000.00
WATER RESERVES:	
Certificates of Deposit	\$0.00
Money Market Account	\$3,548,209.00 FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Water Reserves	\$3,548,209.00
TOTAL RESERVES:	<u><u>\$27,993,792.00</u></u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:	<u><u>\$31,827,130.26</u></u>



STATISTICS

February 2023

PRODUCTION	
Date of Demand	02/03/2023
Time of Demand	08:00 AM
Scada Demand	60 MWH
kWh Purchased	26,425,900
Total Cost	\$1,638,787.57 *
Cost per kWh	0.062014 *
Load Factor	63.3%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	3,131,000
Pumped #5 Well	2,586,000
Pumped #6 Well	2,922,000
Pumped #7 Well	1,211,000
Pumped #8 Well	558,000
Pumped #9 Well	2,617,000
Pumped #10 Well	3,073,000
Pumped #11 Well	0
Pumped #12 Well	2,713,000
Pumped #13 Well	4,921,000
Pumped #14 Well	7,682,000
Pumped #15 Well	2,983,000
Pumped #16 Well	9,042,000
Pumped #17 Well	3,598,000
Pumped # 1 Ind Park Well	8,764,000
Pumped # 2 Ind Park Well	5,000
Pumped # 3 Ind Park Well	0
Total Gallons	55,806,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,036	6,429
Residential - Three Phase	22	20
Commercial - Single Phase	927	512
Commercial - Three Phase	491	311
Power Service	104	90
Industrial	6	2
Area Lighting	15	7
Street Lighting	27	1
Missouri S&T	0	5
PWSD #2	0	570
Total	9,628	7,947

ELECTRIC SALES	
Residential - Single Phase kWh	11,683,757
Residential - Three Phase kWh	133,198
Commercial - Single Phase kWh	1,540,312
Commercial - Three Phase kWh	3,293,228
Power Service kWh	6,383,500
Industrial kWh	5,549,600
Area Lighting kWh	6,276
Street Lighting kWh	34,651
Rental Lights kWh	78,141
Total kWh Sold	28,702,663
Demand kW	27,090
Revenue	\$2,505,451.54
Monthly Gain	8.82%
Fiscal Year to Date Loss	5.89%

WATER SALES	
Residential - Single Phase Gallons	23,423,000
Residential - Three Phase Gallons	284,000
Commercial - Single Phase Gallons	4,755,000
Commercial - Three Phase Gallons	4,452,000
Power Service Gallons	9,989,000
Industrial Gallons	3,248,000
Missouri S&T Gallons	1,797,000
PWSD #2 Gallons	1,688,000
Total Gallons Sold	49,616,000
Revenue	\$265,436.73
Pumping Cost, Electric	\$30,529.57
Monthly Unidentified Loss	7.26% **
Fiscal Year to Date Unidentified Loss	7.65% ***

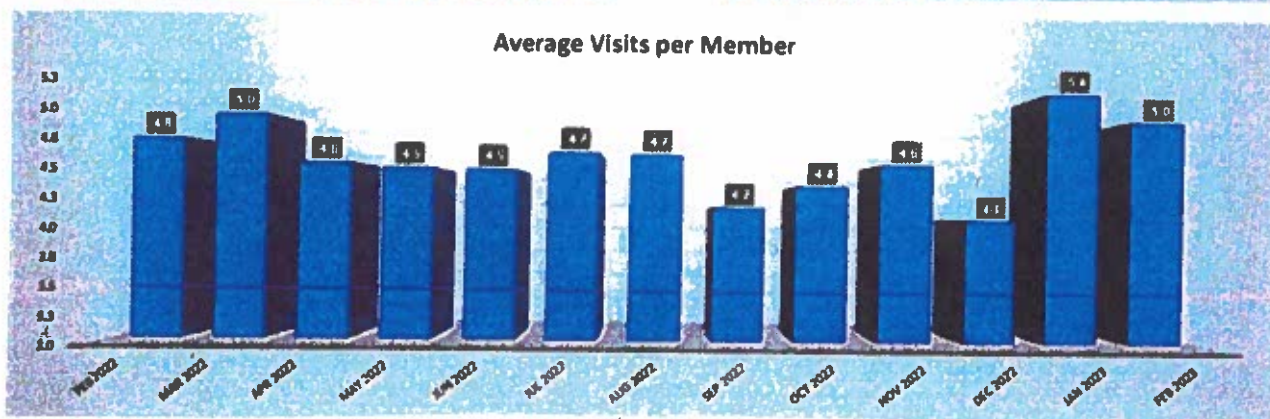
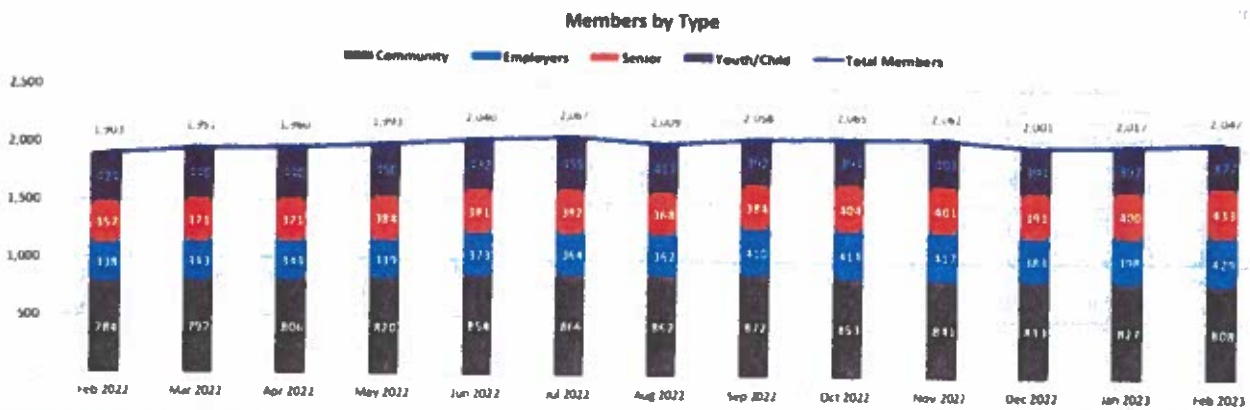
Sewer Service Charge	\$376,200.15
Refuse Service Charge	\$212,663.83

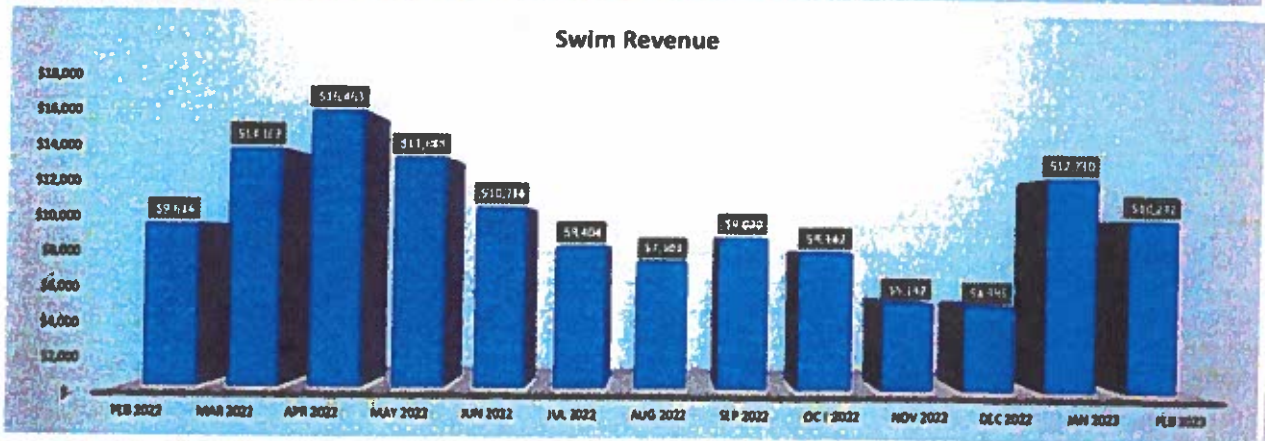
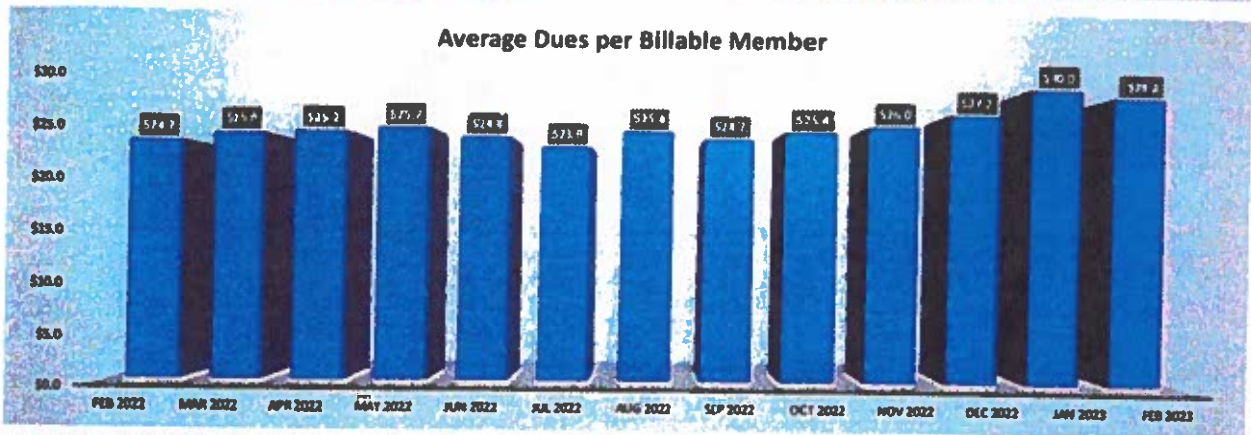
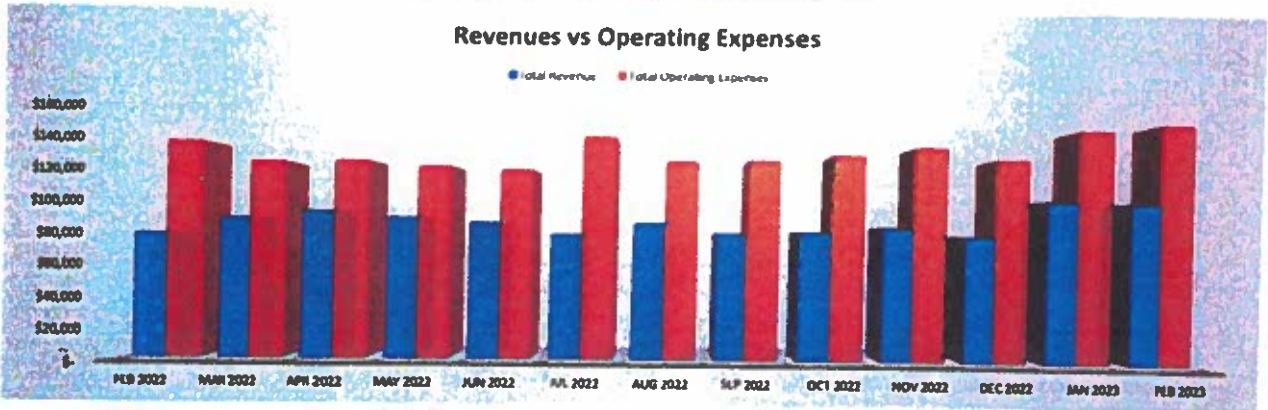
Gross Payroll	\$283,983.48
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* Energy losses are not included in this statistic and are estimated at an additional 12%.
 ** Loss includes 2,130,000 gallons per water main flushing records.
 *** FY loss includes 14,429,000 gallons per water main flushing records.

*The Centre Rolla's Health & Recreation Complex
Income Statement
For the 5 Months Ending
February 28, 2023*

	<i>Period To Date</i>	<i>PTD Budget</i>	<i>Variance</i>	<i>Last Year</i>	<i>Year To Date</i>	<i>YTD Budget</i>	<i>Variance</i>	<i>Last Year</i>
Members:								
New	151	155	-3%	154	648	605	7%	794
Net New & Reactivated Bridge/Freezes	(4)			(3)	(47)			(61)
Cancelled	117	72	-63%	69	612	291	-110%	374
Net	30	83	-64%	82	(11)	314	-104%	359
Total Members	2,047	2,624	-22%	1,903	2,047	2,624	-22%	1,903
Revenues								
Rental & Other:								
Conference Room & Other Rental	\$898	\$300	\$598	\$180	\$2,053	\$1,500	\$553	\$700
	898	300	598	180	2,053	1,500	553	700
Member Services:								
Membership Dues	59,754	76,734	(16,980)	46,028	280,843	330,045	(49,202)	211,875
Guest Fees	7,776	8,000	(224)	8,682	32,557	40,000	(7,443)	32,932
Special Programs	0	350	(350)	0	0	1,750	(1,750)	1,990
Locker Rent	157	75	82	180	384	375	9	416
	67,687	85,159	(17,472)	54,890	313,784	372,170	(58,386)	247,213
Fitness:								
Enrollment Fees/Health Assessments	1,348	3,875	(2,527)	817	4,030	21,000	(16,970)	1,518
Special Programs	308	410	(102)	221	2,724	2,050	674	1,707
	1,655	4,285	(2,630)	1,038	6,753	23,050	(16,297)	3,224
Ancillary:								
Swim Programs	10,232	11,000	(768)	9,610	41,231	55,000	(13,769)	38,165
General Medical Integration	397	1,180	(783)	0	1,885	4,520	(2,635)	0
Recreation	7,543	7,000	543	8,383	37,431	35,000	2,431	34,955
Café	2,732	350	2,382	430	4,158	1,750	2,408	1,626
Pro Shop	114	400	(286)	16	342	2,000	(1,658)	313
Personal Training/Pilates	9,811	6,560	3,251	3,381	27,627	30,302	7,325	16,816
Children's Area	2,960	1,500	1,460	1,697	14,199	7,500	6,699	6,145
	33,789	27,990	5,799	23,530	136,874	136,072	802	98,020
Total Revenue	104,029	117,734	(13,705)	79,637	459,464	532,792	(73,328)	349,157
Expenses								
Salaries & Burden	100,446	95,262	(5,084)	94,263	483,633	474,026	(9,607)	425,655
Other Employee Expenses	1,826	2,000	174	3,007	10,760	10,000	(760)	13,178
General Supplies & Services	694	442	(252)	638	3,925	2,210	(1,715)	1,717
Program Supplies	0	200	200	0	549	1,000	451	0
Environmental Supplies	4,629	1,500	(3,129)	1,806	12,914	7,500	(5,414)	7,175
Cost of Goods Sold	1,158	280	(878)	8	2,319	1,400	(919)	236
Minor Equipment	11,003	817	(10,186)	658	15,587	4,085	(11,502)	1,736
Repairs & Maintenance Service Contracts	7,894	6,129	(1,765)	6,250	46,889	30,645	(16,244)	32,181
Marketing & Collateral	4,963	5,950	987	9,764	31,090	29,750	(1,340)	25,770
Utilities	16,142	15,125	(1,017)	18,410	75,475	75,625	190	75,511
Bank Fees & Miscellaneous	4,274	2,851	(1,423)	2,701	15,791	14,255	(1,536)	9,932
CAM, Taxes & Fees	3,147	2,665	(482)	2,571	13,537	13,325	(212)	10,463
Total Expenses	156,177	133,321	(22,856)	140,075	712,429	663,821	(48,608)	603,554
Net Operating Income	(\$2,148)	(\$15,587)	(\$16,561)	(\$60,438)	(\$252,965)	(\$131,029)	(\$121,936)	(\$254,397)
Management Fees	8,000	10,000	2,000	8,000	40,000	50,000	10,000	40,000
Net Income (Loss)	(\$60,148)	(\$25,587)	(\$34,561)	(\$68,438)	(\$292,965)	(\$181,029)	(\$111,936)	(\$294,397)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$4,898	\$6,000	(\$1,702)	\$5,990	\$18,368	\$33,000	(\$14,632)	\$19,931
Recreation (Net)	\$5,372	\$4,000	\$1,372	\$6,938	\$27,418	\$20,000	\$7,418	\$23,263
Café (Net)	\$1,631	\$350	\$1,281	\$436	\$2,152	\$1,750	\$402	\$1,626
Pro Shop (Net)	\$57	\$120	(\$63)	\$8	\$29	\$600	(\$571)	\$77
Personal Training/Pilates (Net)	\$4,065	\$1,968	\$2,097	\$545	\$13,422	\$9,091	\$4,331	\$4,107
Children's Area (Net)	\$727	(\$101)	\$828	\$306	\$1,656	(\$505)	\$2,161	(\$474)
Total Ancillary Services Net Income (Loss)	\$16,751	\$12,937	\$3,814	\$11,228	\$61,045	\$63,916	(\$891)	\$48,531





Member Breakdown	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023
Community	712	764	794	797	806	820	854	866	862	872	853	841	833	827	808
Employers	309	321	338	343	343	339	373	364	362	364	414	417	383	398	429
Senior	324	344	357	371	371	384	381	382	368	364	404	401	391	400	433
Youth/Child	345	392	424	440	440	450	432	455	417	392	394	403	394	392	377
Total Members	1,690	1,821	1,903	1,951	1,960	1,993	2,040	2,067	2,009	2,058	2,065	2,062	2,001	2,017	2,047
Budgeted											2,233	2,341	2,381	2,541	2,624

Center Visits	7,268	8,743	7,416	9,798	8,987	9,051	9,246	9,699	9,398	8,643	8,994	9,450	8,285	10,981	10,219
Visits per Member	4.4	4.3	4.8	5.0	4.6	4.5	4.5	4.7	4.7	4.2	4.4	4.6	4.1	5.4	5.0

Total Revenue	\$ 65,777	\$ 80,167	\$ 79,637	\$ 90,086	\$ 94,983	\$ 91,197	\$ 88,425	\$ 80,798	\$ 88,567	\$ 82,105	\$ 83,248	\$ 86,265	\$ 81,175	\$ 104,746	\$ 104,029
Total Operating Expense	\$ 115,448	\$ 111,417	\$ 140,075	\$ 127,181	\$ 128,782	\$ 125,115	\$ 123,081	\$ 144,846	\$ 129,107	\$ 129,987	\$ 133,637	\$ 139,239	\$ 131,839	\$ 151,436	\$ 156,177
Net Operating Income	\$ (49,671)	\$ (31,250)	\$ (60,438)	\$ (37,095)	\$ (33,799)	\$ (33,918)	\$ (34,656)	\$ (64,048)	\$ (40,540)	\$ (47,882)	\$ (50,389)	\$ (53,074)	\$ (50,664)	\$ (46,690)	\$ (52,148)
Net Operating Income Budget	\$ (48,457)	\$ (47,509)	\$ (42,605)	\$ (43,035)	\$ (40,809)	\$ (40,687)	\$ (36,771)	\$ (35,133)	\$ (33,497)	\$ (33,471)	\$ (36,108)	\$ (31,514)	\$ (31,439)	\$ (16,381)	\$ (15,587)
Over per Available Member	\$24.1	\$25.7	\$24.2	\$25.0	\$25.2	\$25.7	\$24.8	\$23.8	\$25.4	\$24.7	\$25.4	\$26.0	\$27.2	\$30.0	\$9.2
Sum Revenue	\$ 5,095	\$ 9,546	\$ 9,616	\$ 14,162	\$ 16,463	\$ 13,685	\$ 10,714	\$ 8,404	\$ 7,501	\$ 9,020	\$ 8,142	\$ 5,142	\$ 4,985	\$ 12,730	\$ 10,232
Membership Over	\$ 40,810	\$ 46,816	\$ 46,028	\$ 48,771	\$ 49,459	\$ 51,177	\$ 50,504	\$ 49,138	\$ 51,061	\$ 50,746	\$ 52,505	\$ 53,581	\$ 54,510	\$ 60,492	\$ 59,754

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal	Reporting Period: Feb 1, 2023 - Feb 28, 2023	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
<u>II. MONTHLY CASELOAD INFORMATION</u>			Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month			11	1,263
B. Cases (citations/informations) filed			2	456
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			0	0
2. court/bench trial - GUILTY			0	0
3. court/bench trial - NOT GUILTY			0	0
4. plea of GUILTY in court			2	29
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)			0	480
6. dismissed by court			0	0
7. <i>nolle prosequi</i>			0	40
8. certified for jury trial (not heard in Municipal Division)			0	0
9. TOTAL CASE DISPOSITIONS			2	549
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]			11	1,170
E. Trial de Novo and/or appeal applications filed			0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	38	1. # Issued during period		266
2. # Served/withdrawn during reporting period	40	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,124			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Feb 1, 2023 - Feb 28, 2023
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,766.50	Bad Check Fee-E/R	\$15.00
Clerk Fee - Excess Revenue	\$358.91	Court Automation	\$407.27
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$11.07	Law Enf Arrest-Local	\$231.50
Bond forfeitures (paid to city) - Excess Revenue	\$400.00	Overpayment-E/R	\$48.75
Total Excess Revenue	\$3,536.48	Overpayments Detail Code	\$26.00
		Total Other Disbursements	\$728.52
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$16,163.10
Fines - Other	\$10,741.35	Bond Refunds	\$78.00
Clerk Fee - Other	\$339.27	Total Disbursements	\$16,241.10
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$58.18		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$414.83		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$10.47		
Law Enforcement Training (LET) Fund surcharge	\$116.00		
Domestic Violence Shelter surcharge	\$118.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$100.00		
Total Other Revenue	\$11,898.10		

**MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, JANUARY 10, 2023**

Presiding: Russell Schmidt, Chairperson

Commission Members Present: Monty Jordan, Janece Martin, Kevin Crider, Nathan Chirban, Monte Shields

Commission Members Absent: Robert Anderson

I. APPROVE MINUTES: Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, December 13, 2022. **Chairperson Russell Schmidt approved the minutes as printed and distributed.**

II. REPORT ON RECENT CITY COUNCIL ACTIONS: NONE

III. OLD BUSINESS:

1. **TXT22-03:** Re-adoption and revisions to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances for a complete overhaul of the zoning and subdivision codes; Re-adoption of the Zoning Map with necessary revisions for corrections and to account for changes to the zoning codes and zoning districts; and Amendments to sections pertaining to land use and zoning in Chapters 15, 20, 28, 29, 39, 40, and 41 of the City of Rolla Ordinances

Russell Schmidt opens the public hearing.

Kathy Cochran resides at 607 East 12th Street and owns multiple properties in Rolla. She expresses opposition to the UR zoning due to the alley setbacks. She is concerned that the setbacks in the rear alley are too excessive. These setbacks would be taking up more of her property and that area can now only be used for upkeep instead of development. She asks for a definition, in writing, of nonconforming uses. She comments that the residents should be given more notice and information. **Chirban** asks what her properties were currently zoned. **Cochran** states one is R-2 and the other is R-3. **Chirban** asks if they are both being rezoned to the UR district. **Cochran** confirms this.

Carson Plasse resides at 1209 Iowa Street. He asks if the City plans on paving the alleyways. He plans to renovate his property, but if the rezoning happens, the setbacks will make enough of his property nonconforming as to hinder further development. **Schmidt** is unsure if the City plans on paving the alleyways in the future. He asks if this was the only issue Plasse has with the UR zoning. **Plasse** confirms this, and he states he felt the rezoning was unnecessary. Only the setbacks and smaller lot sizes are the only changes to the new zoning district.

Mike Woessner is located at 1703 North Bishop. He was unsure if the Holloway Addition was still being rezoned from R-3 and R-2 to UR. He comments about the lack of information sent out in letters, and implored the Commission to send out detailed letters to all affected property owners.

Alfred Chapman is a developer who owns multiple properties in Rolla. He expresses opposition to the downzoning. **Schmidt** asks about the current zoning of Chapman's properties. **Chapman** states his property had been proposed to be rezoned R-2 to R-1. He is concerned if his property becomes nonconforming and can no longer rebuild if it is damaged to a certain degree. He expresses concern about the lack of information to citizens.

A motion was made by Janece Martin, seconded by Monte Shields, to table the case and keep the public hearing open until the March 14th meeting. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin and Shields. Nays: None. The motion passes unanimously.

Coots clarifies the question brought up by Woessner. He states as of this point, staff is still planning on rezoning the Holloway Addition to the UR district. A neighborhood meeting is planned to be set up. He mentions the City will have an open house to allow for the public to gain information and express concerns on January 25th and 26th. He also states there will be more letters sent out to citizens.

Martin asks why the Ad-Hoc Committee came up with the UR district. **Coots** states the district is intended for older parts of town that have small lots and are already developed. The current zoning code requires larger lot sizes and setbacks, which hinders development. The new zoning would lower the need to seek variances and allows for small multi-family uses. **Chirban** comments that citizens have presented issues with the new setbacks, but the UR district claims to be less stringent on the setback requirements. **Coots** states what is being proposed is a 20 foot setback from the alley. The idea is to reserve that land for parking as areas get denser. This will only apply to rear setbacks.

IV. NEW BUSINESS:

1. SUB22-09: Final Plat of Blue's Lake #12 and associated vacation of Joan Drive and certain utility easements

Coots present the staff report.

A motion was made by Janece Martin, seconded by Monte Shields, to recommend the City Council approve the request with the condition that all comments from the Staff Comment Letter dated January 6, 2023 be resolved prior to final approval. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, and Shields. Nays: None. The motion passes unanimously.

V. PUBLIC HEARING:

1. **PUD22-02:** Final PUD Development Plan and rezoning from C-3, Highway Commercial to PUD, Planned Unit Development for an RV park development at 550/650 Joan Drive

Coots presents the staff report.

Schmidt asks how the new plan differed from the preliminary plan. **Coots** states changes had to be made regarding utilities and the layout had changed and reduced the number of sites. **Crider** asks if the utility issue was at the request of the City or RMU. **Coots** mentions the applicant had originally proposed two dead end water lines. RMU will not accept those, and required it be changed to a looped system to prevent stagnant water possibly backing up into the City water main. The site plan had to be modified to meet this request. **Schmidt** asks if the new plan met RMU's requirements. **Coots** was unsure as no comments have been received from RMU.

Chirban mentions the plan shows a paved entryway that is 50 feet long. He asks if the applicant can change this once the plan is approved. **Coots** states the applicant is restricted to what is approved on the final PUD.

Aaron Espinoza is the current property owner. He states the reason for the revision to the site plan was at RMU's request. He mentions the applicant has had to revise the site plan several times, and does not want to submit a final plan until the City can have a definitive on what the requirements will be. **Schmidt** mentions a final plan will have to be developed before final approval is given from City Council.

Chirban asks about the hardship of delaying the project to give staff more time to review the plans. **Espinoza** states the applicant is wanting to start work on the project as it has been in process for several months. He has revised the site plan and will be losing lots to meet requests, not code requirements, from the City and RMU.

Chirban asks if the property has been closed. **Espinoza** states the investor does not want to purchase the property until this project will be approved. They are also fixing an illegal subdivision of the lot.

Schmidt opens the public hearing. Seeing no questions from the audience or commissioners, he closes the public hearing.

A motion was made by Janece Martin, seconded by Kevin Crider, to recommend the City Council approve the request with the condition that all comments from the Staff Comment Letter dated January 6, 2023 be resolved prior to final approval. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, and Shileds. Nays: None. The motion passes unanimously.

VI. OTHER BUSINESS / REPORTS FROM COMMITTEE OR STAFF:

1. Presentation on 2022 activity and planned 2023 Community Development Department goals

VII. CITIZEN COMMENTS:

NONE

Meeting adjourned: 7:00 p.m.

Minutes prepared by: Sarah West

NEXT MEETING:

Tuesday, February 14, 2023

MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, FEBRUARY 28, 2023

Presiding: **Russell Schmidt, Chairperson**

Commission Members Present: **Monty Jordan, Kevin Crider, Monte Shields**

Commission Members Absent: **Robert Anderson, Nathan Chirban, Steve Davis,
Janece Martin**

Schmidt opened the meeting and announced that due to not enough members being present to have a quorum, all business is postponed to the March 14, 2023 meeting at 5:30.

Meeting adjourned: 5:31 p.m.
Minutes prepared by: Sarah West

NEXT MEETING: **Tuesday, March 14, 2023**

**CITY OF ROLLA
CASH ANALYSIS REPORT
February 28, 2023**

GENERAL FUND

CASH IN BANK	\$	17,087.85
NIB GENERAL FUND	\$	51,023.44
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	1,426.40
ASI FLEX 125	\$	13,492.81
CASH - HEALTH ACCOUNT	\$	-
TIF ACCOUNT - EATS	\$	98,483.19
TIF ACCOUNT - PILOT	\$	33.93
CASH - PAID UNDER PROTEST	\$	-
INVESTMENTS - GENERAL FUND	\$	2,598,218.78
USE TAX MMA	\$	1,111,739.58
MMA - GENERAL FUND RESERVE REBUILD	\$	1,311,579.89
POLICE EVIDENCE FUNDS	\$	19,350.87
CITY SEIZURES & FORFEITURES	\$	13,747.99
TASKFORCE SEIZURES & FORFEITURES	\$	400,074.00
ANIMAL CONTROL SHELTER COMM PARTNER	\$	132,922.17
ANIMAL CONTROL SHELTER RESERVE	\$	302,787.12
PROPERTY FIRE DAMAGE ACCOUNT	\$	15.01
DISASTER RESPONSE	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	222,705.63
US BANK ESCROW	\$	-
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	-
GENERAL FUND TOTALS	\$	6,294,688.66

SEWER FUND

CASH IN BANK	\$	1,165,131.83
NIB GENERAL FUND	\$	216.00
SEWER FUND MMA	\$	966,234.36
SEWER FUND DEPREC & RESERVE	\$	506,376.88
INVESTMENTS - GENERAL FUND	\$	609.00
GENERAL FUND CREDIT CARD ACCOUNT	\$	1,118.00
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
SEWER FUND TOTALS	\$	2,639,686.07

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$	521,733.32
NIB ENV SVS FUND	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	1,258.83
MMA PCB	\$	1,641,403.84
ENV SVS CC	\$	81,825.07
INVESTMENT - CDS	\$	-
ENV SVS FUND TOTALS	\$	2,246,221.06

ARPA FUNDING

CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	1,459,796.19
AIRPORT FUND TOTALS	\$	1,459,796.19

**CITY OF ROLLA
CASH ANALYSIS REPORT
February 28, 2023**

AIRPORT FUND

CASH IN BANK	\$ (112,019.98)
NIB GENERAL FUND	\$ 416.68
GENERAL FUND CREDIT CARD ACCOUNT	\$ 10,625.95
INVESTMENTS - MMA	\$ 23,111.55
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 30,446.00
AIRPORT FUND TOTALS	\$ (47,419.80)

CEMETERY FUND

CASH IN BANK	\$ -
CASH - MMA	\$ 339,474.14
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 339,474.14

STREET FUND

CASH IN BANK	\$ 435,087.21
NIB GENERAL FUND	\$ -
GENERAL FUND MMA	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 6,790.00
CASH - MMA	\$ 2,545,336.43
MODOT RESERVE	\$ 1,516,327.37
INVESTMENT - CDS	\$ -
STREET FUND TOTALS	\$ 4,503,541.01

RECREATION FUND

CASH IN BANK	\$ (35,337.54)
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
DEPR RES & EQUIP - MMA	\$ -
RECREATION FUND TOTALS	\$ (35,337.54)

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 504,204.74
CASH - HEALTH ACCOUNT	\$ 110,071.14
GENERAL FUND CREDIT CARD ACCOUNT	\$ 13,698.27
HEALTH FUND TOTALS	\$ 627,974.15

PARK FUND

CASH IN BANK	\$ 332,149.54
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - PARK SALES TAX	\$ 156,474.58
PARKS CC	\$ 43,581.29
PARK FUND TOTALS	\$ 532,205.41

PARK LAND RESERVE FUND

CASH IN BANK	\$ 5,185.68
PARK LAND RESERVE ACCOUNT	\$ 9,488.96
PARK LAND RESERVE FUND TOTALS	\$ 14,674.64

GRAND TOTAL ALL FUNDS **\$ 17,115,707.80**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 28, 2023
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$14,212,885.00	\$ 5,816,094.79	\$ 8,396,790.21	40.9%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 709,485.00	\$ 289,762.77	\$ 419,722.23	40.8%
ADMINISTRATION	\$ 308,055.00	\$ 109,933.26	\$ 198,121.74	35.7%
LIBRARY	\$ 318,850.00	\$ 129,862.80		40.7%
FINANCE	\$ 729,200.00	\$ 281,446.84	\$ 447,753.16	38.6%
LEGAL	\$ 70,700.00	\$ 25,717.44	\$ 44,982.56	36.4%
COURT	\$ 133,450.00	\$ 44,551.43	\$ 88,898.57	33.4%
TELECOMMUNICATIONS	\$ 1,498,835.00	\$ 486,050.19	\$ 1,012,784.81	32.4%
ANIMAL CONTROL	\$ 335,740.00	\$ 72,065.70	\$ 263,674.30	21.5%
POLICE	\$ 4,993,225.00	\$ 2,119,466.07	\$ 2,873,758.93	42.4%
FIRE	\$ 4,655,462.00	\$ 1,196,514.46	\$ 3,458,947.54	25.7%
ROLLA RURAL FIRE	\$ -	\$ 216,152.69	\$ (216,152.69)	#DIV/0!
BUILDING SERVICES	\$ 105,715.00	\$ 50,122.94	\$ 55,592.06	47.4%
COMMUNITY DEVELOPMENT	\$ 518,500.00	\$ 182,418.82	\$ 336,081.18	35.2%
ECONOMIC DEVELOPMENT	\$ 57,075.00	\$ 41,146.00	\$ 15,929.00	72.1%
TOTAL EXPENDITURES	<u>\$14,434,292.00</u>	<u>\$ 5,245,211.41</u>	<u>\$ 9,000,093.39</u>	36.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (221,407.00)	\$ 570,883.38	\$ (603,303.18)	
<u>SEWER FUND</u>				
REVENUES	\$ 5,902,917.00	\$ 2,577,663.77	\$ 3,325,253.23	43.7%
EXPENDITURES	<u>\$ 5,874,432.00</u>	<u>\$ 1,846,256.29</u>	<u>\$ 4,028,175.71</u>	31.4%
REVENUES OVER/UNDER EXPENDITURES	\$ 28,485.00	\$ 731,407.48	\$ (702,922.48)	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 4,291,200.00	\$ 1,298,894.31	\$ 2,992,305.69	30.3%
EXPENDITURES				
RECYCLING	\$ 428,375.00	\$ 201,092.25	\$ 227,282.75	46.9%
SANITATION	\$ 3,072,950.00	\$ 880,959.40	\$ 2,191,990.60	28.7%
VEHICLE MAINTENANCE	\$ 496,230.00	\$ 191,271.26	\$ 304,958.74	38.5%
TOTAL EXPENDITURES	<u>\$ 3,997,555.00</u>	<u>\$ 1,273,322.91</u>	<u>\$ 2,724,232.09</u>	31.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 293,645.00	\$ 25,571.40	\$ 268,073.60	
<u>ARPA FUNDING</u>				
REVENUES	\$ 750.00	\$ 373,836.29	\$ (373,086.29)	49844.8%
EXPENDITURES	<u>\$ 1,635,000.00</u>	<u>\$ 388,854.57</u>	<u>\$ 1,246,145.43</u>	23.8%
REVENUES OVER/UNDER EXPENDITURES	\$ (1,634,250.00)	\$ (15,018.28)	\$ (1,619,231.72)	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 28, 2023
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>AIRPORT FUND</u>				
REVENUES	\$ 605,728.00	\$ 293,592.58	\$ 312,135.42	48.5%
EXPENDITURES	\$ 794,560.00	\$ 409,448.99	\$ 385,111.01	51.5%
REVENUES OVER/UNDER EXPENDITURES	\$ (188,832.00)	\$ (115,856.41)	\$ (72,975.59)	
<u>CEMETERY FUND</u>				
REVENUES	\$ 10,500.00	\$ 8,848.47	\$ 1,651.53	84.3%
EXPENDITURES	\$ 10,000.00	\$ 150.00	\$ 9,850.00	1.5%
REVENUES OVER/UNDER EXPENDITURES	\$ 500.00	\$ 8,698.47	\$ (8,198.47)	
<u>STREET FUND</u>				
REVENUES	\$ 6,910,000.00	\$ 3,955,030.01	\$ 2,954,969.99	57.2%
EXPENDITURES				
STREET	\$ 5,443,085.00	\$ 1,733,487.22	\$ 3,709,597.78	31.8%
TDD	\$ 1,660,000.00	\$ 146,646.99	\$ 1,513,353.01	8.8%
ENGINEERING	\$ 926,750.00	\$ 270,505.20	\$ 656,244.80	29.2%
TOTAL EXPENDITURES	\$ 8,029,835.00	\$ 2,150,639.41	\$ 5,879,195.59	
REVENUES OVER/UNDER EXPENDITURES	\$ (1,119,835.00)	\$ 1,804,390.60	\$ (2,924,225.60)	
<u>RECREATION FUND</u>				
REVENUES	\$ 450,000.00	\$ 350,223.55	\$ 99,776.45	77.8%
EXPENDITURES				
AQUATICS	\$ -	\$ (433.09)	\$ 433.09	#DIV/0!
ADMINISTRATION	\$ 459,025.00	\$ 388,675.09	\$ 70,349.91	84.7%
MAINTENANCE	\$ -	\$ 21,089.28	\$ (21,089.28)	#DIV/0!
TOTAL EXPENDITURES	\$ 459,025.00	\$ 409,331.28	\$ 49,693.72	89.2%
REVENUES OVER/UNDER EXPENDITURES	\$ (9,025.00)	\$ (59,107.73)	\$ 50,082.73	
<u>PARK FUND</u>				
REVENUES	\$ 1,973,900.00	\$ 965,503.99	\$ 1,008,396.01	48.9%
EXPENDITURES				
ADMINISTRATION	\$ 238,075.00	\$ 96,056.32	\$ 142,018.68	40.3%
PARKS	\$ 1,135,145.00	\$ 558,038.61	\$ 577,106.39	49.2%
SPLASHZONE	\$ 254,420.00	\$ 33,346.51	\$ 221,073.49	13.1%
OUTDOOR RECREATION	\$ 184,410.00	\$ 25,520.42	\$ 158,889.58	13.8%
TOTAL EXPENDITURES	\$ 1,812,050.00	\$ 712,961.86	\$ 1,099,088.14	39.3%
REVENUES OVER/UNDER EXPENDITURES	\$ 161,850.00	\$ 252,542.13	\$ (90,692.13)	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
February 28, 2023
42% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 40.00	\$ 85.78	\$ (45.78)	214.5%
EXPENDITURES	\$ 25,000.00	\$ 25,000.00	\$ -	100.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (24,960.00)	\$ (24,914.22)	\$ (45.78)	

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 1203 S Bishop from the C-2, General Retail district to the C-3, Highway Commercial district

(ZON22-05)

MEETING DATE: April 3, 2023

Application and Notice:

Applicant/Owner - Monte and Teresa Willy
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 applicant seeks to rent out the subject property to a tenant with a landscape supply business. The tenant would sell things like mulch and landscape blocks. The C-2 district does not allow for outdoor storage and display. The C-3 district specifically allows landscape sales as a permitted use.

Property Details:

Current zoning - C-2, General Retail; proposed to be rezoned to C-3, Highway Commercial
Current use - Vacant (former used car dealership)
Proposed use - Retail landscape supply
Land area - 31,350 Sq. Ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on S Bishop/Hwy 63, a Major Arterial road.
Sidewalks - Sidewalks are located adjacent to the property.
Utilities - The subject property should have access to all needed public utilities.

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

Discussion: The subject property is located along a major commercial corridor and adjacent to other properties which are zoned C-3. The S Bishop corridor has pockets of areas zoned both C-2 and C-3.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 14, 2023 and voted 7-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 1203 S BISHOP AVE FROM THE C-2, GENERAL RETAIL DISTRICT TO THE C-3, HIGHWAY COMMERCIAL DISTRICT

(ZON22-05)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 14, 2023 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its March 20, 2023 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-2 (General Retail) to C-3 (Highway Commercial) Zoning described as follows:

A fractional part of the SE1/4 of the SW1/4 of Sec. 14, Twp. 37 N., Rng. 8 W, more particularly described as follows:

Beginning at a point 828 feet north of the intersection of the east right of way line of U.S. Highway 63 and the south line of the SE1/4 of the SW1/4 of Sec. 14, Twp. 37 N., Rng. 8 W. ; thence East 209 feet to a point; thence North 148 feet to a point; thence West 209 feet to a point on the East right of way line of U.S. Highway 63; thence South along the East right of way line of U.S. Highway 63 to the point of beginning.

Except that part conveyed to the State of Missouri acting through the Missouri Highway and Transportation Commission via Warranty Deed dated April 22, 1994, filed May 13, 1994 of record at Document #: 9403012. Except all legally established roads, highways and easements existing or of record.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 3rd DAY OF APRIL, 2023.

APPROVED:

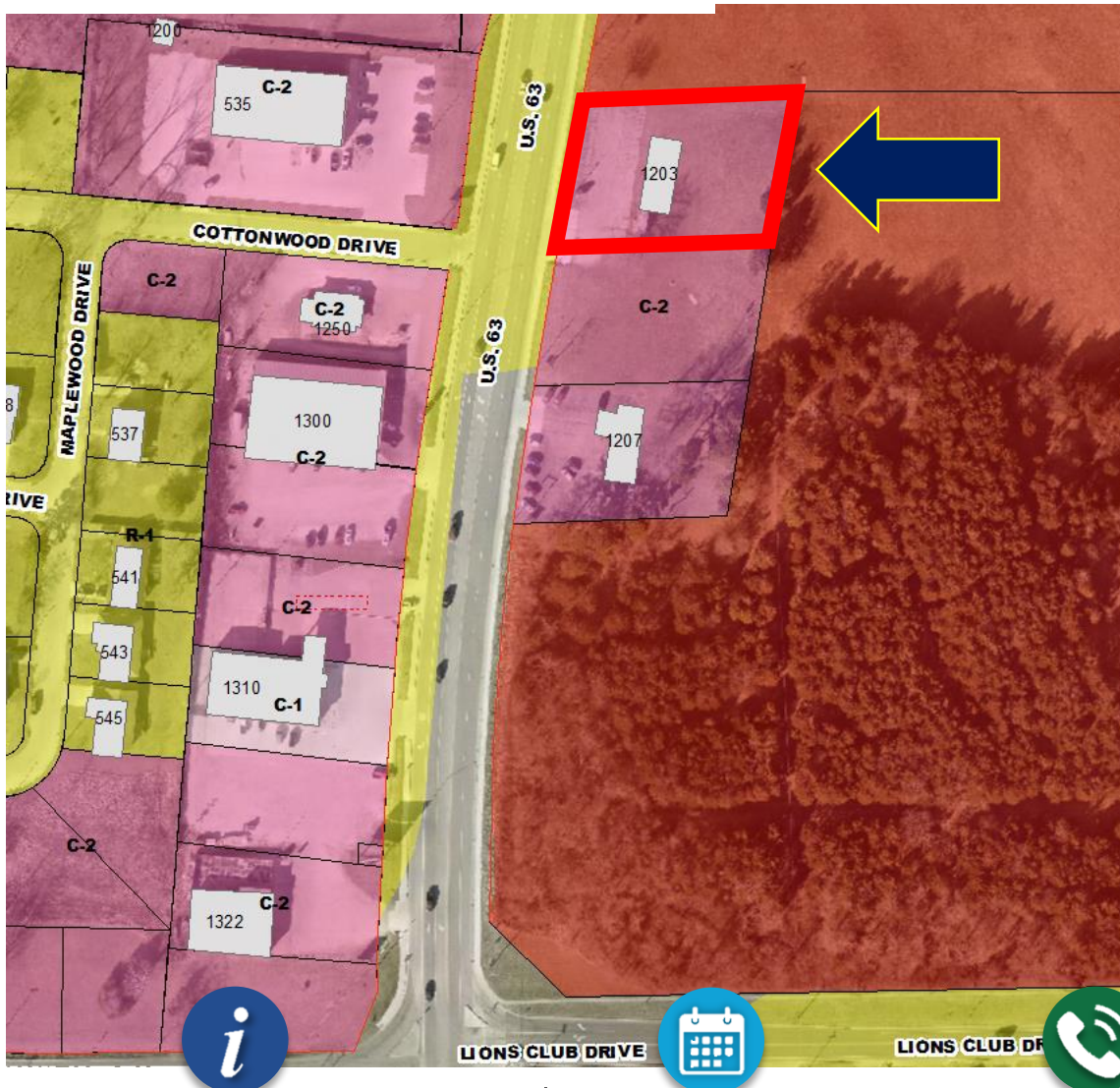
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ZON22-05
 Location: 1203 S Bishop Ave
 Applicant: Monte and Teresa Willy
 Request:
 Rezoning from C-2, General Retail to C-3,
 Highway Commercial

Public Hearings:

Planning and Zoning
 Commission
February 28, 2023
5:30 PM
 City Hall: 1st Floor

 City Council
March 6, 2023
6:30 PM
 City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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

V.A.4



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

A fractional part of the SE1/4 of the SW1/4 of Sec. 14, Twp. 37 N., Rng. 8 W, more particularly described as follows:

Beginning at a point 828 feet north of the intersection of the east right of way line of U.S. Highway 63 and the south line of the SE1/4 of the SW1/4 of Sec. 14, Twp. 37 N., Rng. 8 W. ; thence East 209 feet to a point; thence North 148 feet to a point; thence West 209 feet to a point on the East right of way line of U.S. Highway 63; thence South along the East right of way line of U.S. Highway 63 to the point of beginning.

Except that part conveyed to the State of Missouri acting through the Missouri Highway and Transportation Commission via Warranty Deed dated April 22, 1994, filed May 13, 1994 of record at Document #: 9403012.

Except all legally established roads, highways and easements existing or of record.



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 1708 Ashwood Dr from the R-1, Single-family district to the R-2, Two-family district

(ZON23-01)

MEETING DATE: April 3, 2023

Application and Notice:

Applicant/Owner - Lin Chen of Fe Le Property Management, LLC
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 applicant seeks to rezone the property from R-1, Single-family to R-2, Two-family in order to allow for a duplex to be built on the lot. Ashwood Drive has two single-family houses, three duplex structures, two 4-plex buildings, and two 8 unit apartment buildings.

Property Details:

Current zoning - R-1, Single-family; proposed to be rezoned to R-2, Two-family
Current use - Vacant/undeveloped
Proposed use - Duplex
Land area - About 11,400 Sq. Ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Ashwood Dr, a local street.
Sidewalks - No sidewalks are located adjacent to the property. No sidewalks would be required due to the length of the cul-de-sac.
Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Low Density Residential uses, however, other areas on the block are designated for Medium/Low and High Density Residential uses.

Discussion: The subject property is located in an area with a mixture of housing types. R-2 zoning and duplex uses are located across the street. However, the property is also adjacent to other single-family properties. Ideally, the other single-family properties on the street would also be rezoned, rather than just one lot.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on March 14, 2023 and voted 7-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 1708 ASHWOOD DR FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE R-2, TWO-FAMILY DISTRICT

(ZON23-01)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 14, 2023 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its March 20, 2023 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 R-1 (Single-Family) to R-2 (Two-Family) Zoning described as follows:

Lot 18, Huntington Estates Plat No. 2, Phelps County, Rolla, Missouri

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 3RD DAY OF APRIL, 2023.**

APPROVED:

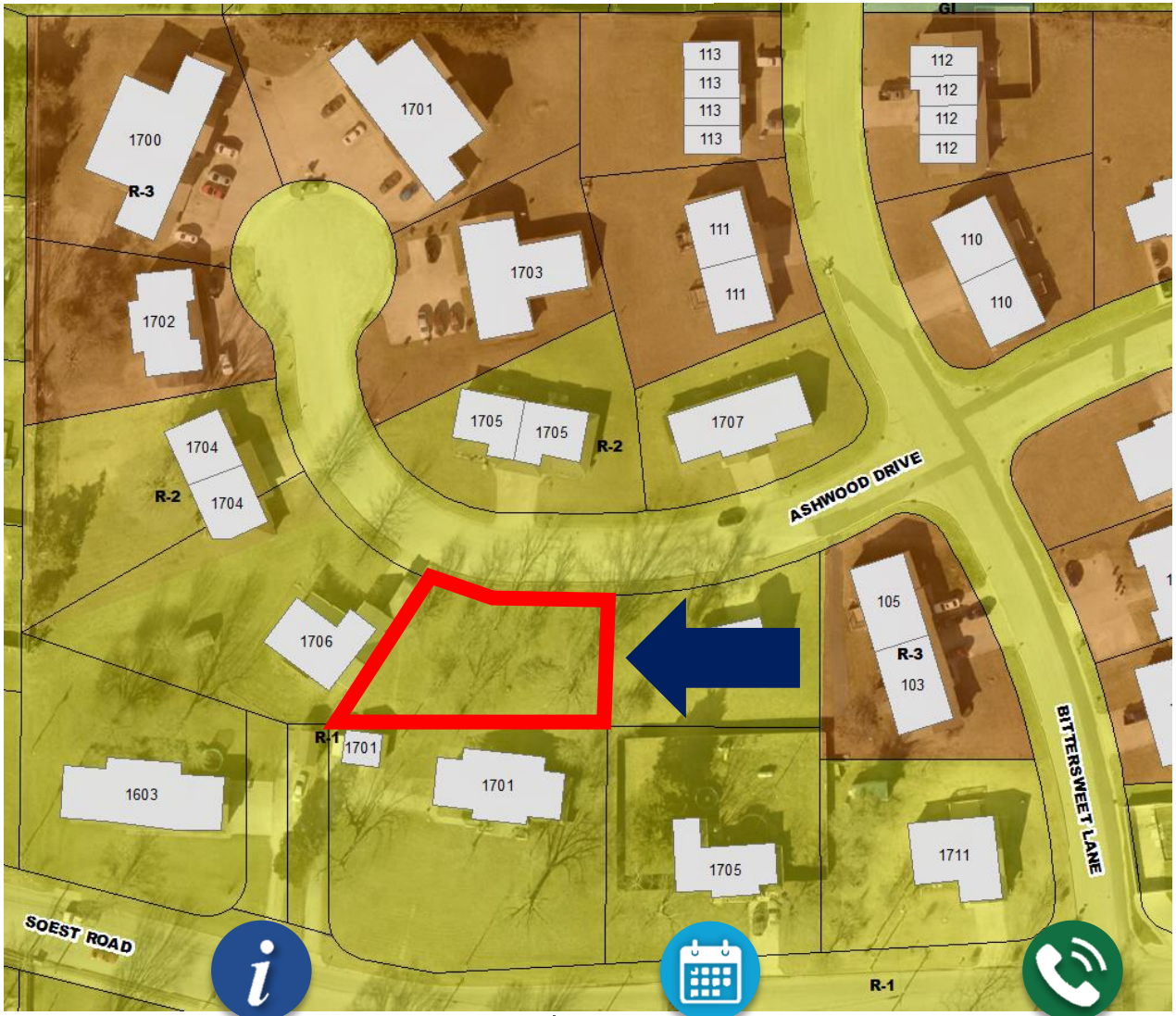
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ZON23-01
 Location: 1708 Ashwood Drive
 Applicant: Lin Chen of Fe Le Property Management, LLC
 Request:
 Rezoning from R-1, Single-family to R-2, Two-family

Public Hearings:

Planning and Zoning Commission
February 28, 2023
5:30 PM
 City Hall: 1st Floor

 City Council
March 6, 2023
6:30 PM
 City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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

V.B.4



Who and What is the Planning and Zoning Commission?

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What is a Rezoning (Map Amendment)?

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

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

Lot 18, Huntington Estates Plat No. 2, Phelps County, Rolla, Missouri



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: RCP Plat No. 2: A Minor Subdivision to reorganize 3 commercial lots and create 1 additional commercial lot at 2339, 3409, and 3419 N Bishop

(SUB23-01)

MEETING DATE: April 3, 2023

Application and Notice:

Applicant/Owner - Randy Clayton Properties, LLC; DW & MM Properties, LLC
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background: The applicant owns a few commercial lots. One of the lots is very large (about 12 acres). The applicant seeks to increase the size of some adjacent properties and sell the remainder.

The remainder, Lot 1, is 7.68 acres and is not proposed to have any road frontage. Commercial lots may be provided access via an access easement. Lot 1 is likely not a developable property due to the slopes. The adjacent property owner who wishes to buy the lot does not intend to develop the property.

Property Details:

Current zoning - C-3, Highway Commercial
Current use - Commercial and vacant
Land area - Lot 1: 7.68 acres; Lot 2: 1.20 acres; Lot 3: 1.59 acres; Lot 4: 0.89 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Bishop Ave, a major arterial road; and Lot 1 is proposed to be accessed via an access easement to Bishop Ave.
Sidewalks - Sidewalks are not located adjacent to the property. Sidewalks may be required at the time of redevelopment.
Utilities - The subject property should have access to all needed utilities, although utilities for Lot 1 are proposed to be provided by a utility easement.

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

Discussion: The proposed plat appears to meet all zoning and subdivision requirements.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a meeting on March 14, 2023 and voted 7-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner
Attachments: Area Map, Plat, Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF RCP PLAT NO. 2.

(SUB 23-01)

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

SECTION 1: An ordinance approving the Minor Subdivision Final Plat of RCP Plat No. 2, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3rd DAY OF APRIL, 2023.

APPROVED:

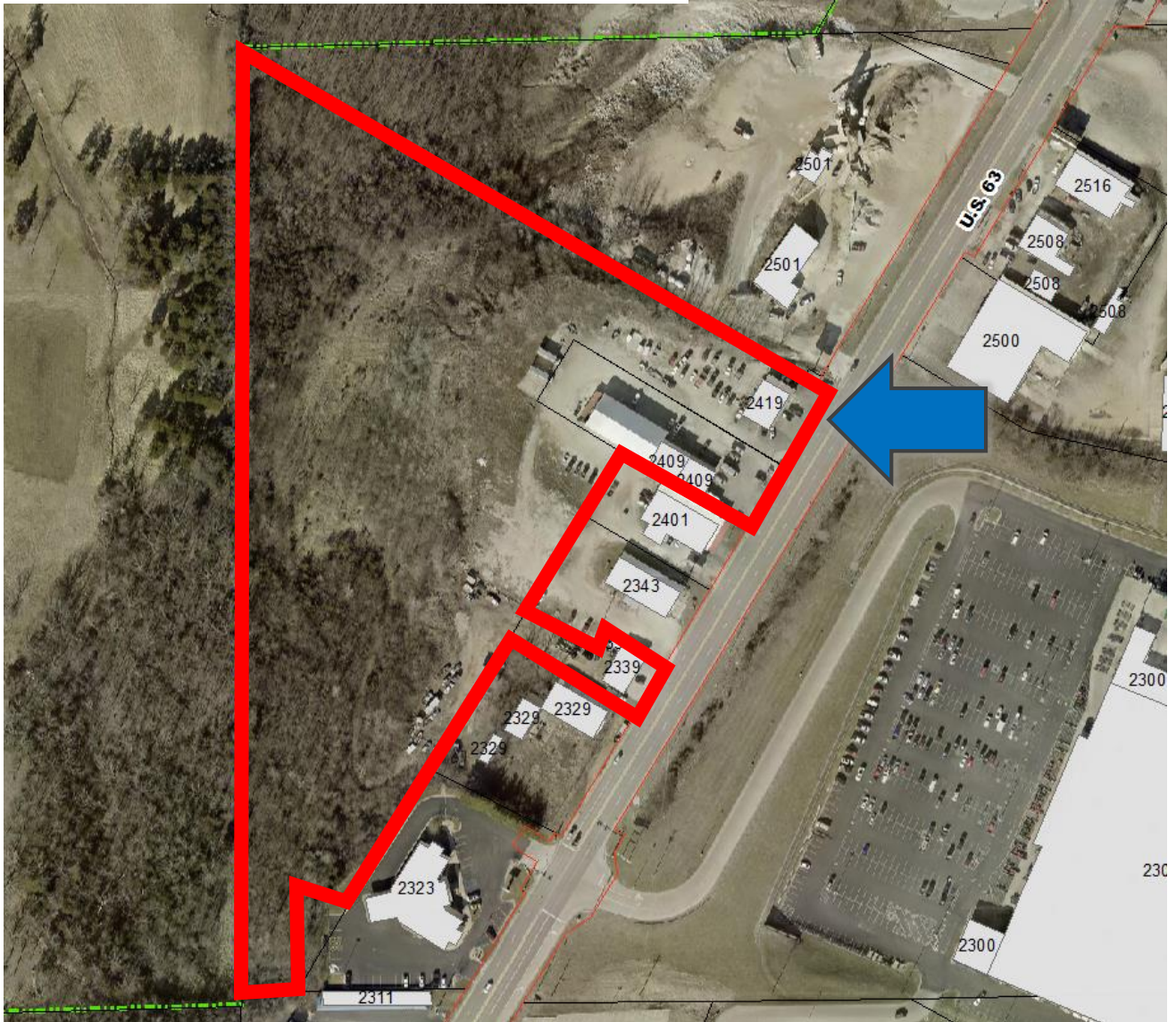
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: SUB23-01
Location: 2339, 2409, 2419 N Bishop
Applicant: Randy Clayton Properties, LLC
Request:
Minor Subdivision to reorganize 3 commercial
lots and create 1 additional commercial lot



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

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: MoDOT TAP Grant Agreement

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 4/3/2023

COMMENTARY:

Attached is an Ordinance authorizing the Mayor to enter into the included Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement.

Council authorized staff to apply for this grant in January of 2023. This agreement provides funding to replace approximately 76 non-compliant curb ramps with ADA compliant curb ramps.

The estimated cost for these improvements is \$300,000. This is a 78.6 percent grant with the State providing up to \$235,860.

Attached is a location map, the agreement and ordinance authorizing the project.

Staff recommends passage of the Ordinance.

V.D.1
ITEM NO. _____

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 TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE REPLACEMENT OF APPROXIMATELY 76 ADA CURB RAMPS.

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 Transportation Alternative Funds Program Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission to construct approximately 76 curb ramps of pedestrian improvements, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 3rd DAY OF APRIL 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

V.D.2

CITY COUNSELOR

EXHIBIT A

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-5200(920)
Award Year: FY 2023
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENTS FUNDS PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and **City of Rolla** (hereinafter, "City").

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location:

76 curb ramps throughout city of Rolla.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to

the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) 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 law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in

furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and

made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be **78.6 percent not to exceed \$235,860**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any

costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

V.D.9

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ROLLA

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

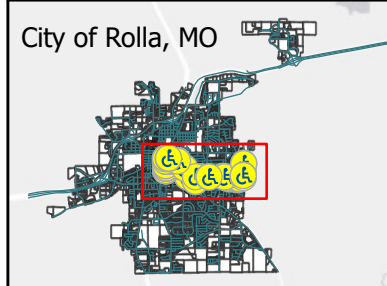
Approved as to Form:

Commission Counsel

Title _____


Ordinance No _____

V.D.10



Project Area


Phelps County, Missouri Dept. of Conservation, Esri, HERE, Garmin, USGS, EPA, NPS, Phelps County, Missouri Dept. of Conservation, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA
 Created By: S. VanBibber

Legend
 Handicap Selection
 Curb Ramp

2022

Coordinate System: NAD 1983 StatePlane Missouri Central FIPS 2402 Feet

N



0 0.05 0.1 Mi
 0 0.1 0.2 Km



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Project #561 – Ransdall Building Demolition

BUDGET APPROPRIATION: \$80,000

DATE: 04/03/23

COMMENTARY:

City staff received bids for the demolition of the Ransdall Building (505 E 18th Street) at the corner of 18th Street and Sharp Road. We received 7 bids. The 3 lowest bids were as follows:

**Skyscraper Marine, LLC dba Tubbs & Son Const. \$35,500.00
Lonedell, MO**

**Bales Construction Company \$50,500.00
Waynesville, MO**

**Courtney Construction, LLC \$75,000.00
Mountain Grove, MO**

A bid tab is attached.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Skyscraper Marine, LLC dba Tubbs & Son Construction for \$35,500.

ITEM NO. V.E.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SKYSCRAPER MARINE, LLC dba TUBBS & SON 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 an agreement between the City of Rolla and Skyscraper Marine, LLC dba Tubbs & Son Construction., a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 3RD DAY OF APRIL 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Skyscraper Marine, LLC dba Tubbs and Son Construction 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: **Ransdall Building Demolition, PROJECT 561**, 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 **Ransdall Building Demolition, PROJECT 561**.

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 \$35,500.00 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.

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



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

Phone: (573) 364-8659

FAX: (573) 364-8602

e-mail: dpryor@rollacity.org

www.rollacity.org

Ransdall Building Demo
PROJECT 561
March 9th, 2023

<p>Skyscraper Marine LLC, dba- Tubbs & Son Construction</p> <p>Nichole Harvath PO Box 107 Lonedell, MO 63060 Ph: 314-574-5403 tubbs_son_const@yahoo.com</p>	<p>Bales Construction Company</p> <p>Brandon Bales 1901 Historic Rt 66 Waynesville, MO 65583 Ph: 573-774-2003 brandon_bales@earthlink.com</p>	<p>Courtney Construction, LLC</p> <p>Carter Courtney PO Box 590 Mountain Grove, MO 65711 Ph: 417-926-1479 tony@courtneyconstructionllc.net</p>	<p>Donald Maggi Inc.</p> <p>Dennis Spurgeon PO Box 66 Rolla, MO 65402 Ph: 573-364-7733 maggiconst@gmail.com</p>
<p>Total \$35,000.00</p>	<p>Total \$50,500.00</p>	<p>Total \$75,000.00</p>	<p>Total \$101,086.00</p>

<p>Cahills Construction</p> <p>Tonnie Cahill 1420B East State Hwy 72 Rolla, MO 65401 Ph: 573-426-5305 bids@cahillsconstruction.com</p>	<p>Cody Martin Excavating LLC</p> <p>Cody Martin Excavating LLC 510 Ryan St Boonville, MO 65233 Ph: 573-489-9547 cmexcavating@gmail.com</p>	<p>S. Shafer Excavating Inc.</p> <p>Sammy J. Shafer Jr 4212 Sam's Road Pontoon Beach, IL 62040 Ph: 618-931-6237 shaferexcinc@att.net</p>
<p>Total \$101,400.00</p>	<p>Total \$119,375.00</p>	<p>Total \$184,200.00</p>

V.E.7

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPT. HEAD: Jeff Breen, Fire Chief
ITEM/SUBJECT: Storm Siren

ACTION REQUESTED: Resolution
to award bid

BUDGET APPROPRIATION: \$26,000 (matching funds of \$1,100)

DATE: April 4, 2023

Currently, the City of Rolla relies on an Emergency Warning System that consists of nine Federal Signal brand outdoor warning sirens. These sirens are all manufactured by Federal Signal Corporation. A majority of the sirens have been updated in the last five years. They are strategically placed (see attached) in designated areas in the city, in an effort to provide the best early emergency warning to the community in the event of severe weather.

This new siren will replace a siren, which is over 20 years old located at the Rolla Lions Club Fire Training Facility on Lions Club Drive.

Blue Valley Public Safety is the sole source for the Federal Signal siren. They currently provide service for all other sirens in the City of Rolla. In addition, Rolla Police Department and Rolla Fire Department have a positive relationship with them for services and costs of maintenance.

In November 2022, SEMA provided a one-time grant opportunity for sub-recipients that received grants in 2022.

On January 23, 2023, the City of Rolla was awarded \$24,974.87 for the purchase of a storm siren.

Fire Administration recommends the City Council approve a resolution to purchase the Federal Signal 2001-130 storm siren and communications equipment through Federal Signal Safety Corporation for \$26,055.96.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SALES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND FEDERAL SIGNAL SAFETY CORPORATION FOR ONE EMERGENCY STORM SIREN.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Agreement between the City of Rolla, Missouri and Federal Signal Safety Corporation, a copy of said agreement being attached hereto and marked Exhibit A.

Section 2: That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3RD DAY OF APRIL 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Contact Name: Chief Ron Smith
Customer: Rolla Fire Department
Address: 1490 E. 10th St.
City: Rolla
State: MO
Zip: 65401
Phone: 573-364-3989
Cell: 573-578-2507
Fax: *
Email: rsmith@rollacity.org

Quotation No.: ANS 327231503 Please reference quote no. on your order Date Quoted: 3/27/23

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 9,193.00	\$ 9,193.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 8,094.00	\$ 8,094.00
3	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 136.00	\$ 136.00
Total Equipment					\$ 17,423.00

Shipping					
4	1	ES-FREIGHT - Z1	Shipping Fees		\$ 890.96

Services					
5	1	TK-I-2001DC-Z2	2001 / Equinox / 508 / Eclipse DC Only Standard Installation 4 Standard Batteries, 50' Class 2 Wood Pole	\$ 7,285.00	\$ 7,285.00
6	1	OMNI-4	ANTENNA, 152-156MHZ VHF	\$ 457.00	\$ 457.00
Total Services					\$ 7,742.00

Total of Project	\$ 26,055.96
-------------------------	---------------------

Options					
7	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
8	1	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,250.00	\$ 1,250.00
9	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 1,200.00	\$ 1,200.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance
Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what
Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install
Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.
Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.
Permit Clause: Any special permits, licenses or fees will be additional.
FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.
Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.
Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Bruce F
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates

Delivery: 12-16 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Title: General Manager

Brian Cates

Signature

VI.A.3

Contact Name: Chief Ron Smith
Customer: Rolla Fire Department
Address: 1490 E. 10th St.
City: Rolla
State: MO
Zip: 65401
Phone: 573-364-3989
Cell: 573-578-2507
Fax: *
Email: rsmith@rollacity.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS 327231503 Please reference quote no. on your order Date Quoted: 3/27/23
--

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

***** Purchase Order MUST be made out to: *****
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com

VI.A.4

Quotation No.: FWS
327231503

Sales Agreement

(1) Agreement. This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) Termination. This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) Price/Shipping/Payment. Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) Taxes. Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) Delivery. Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) Returns. Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) Limited Warranty. FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

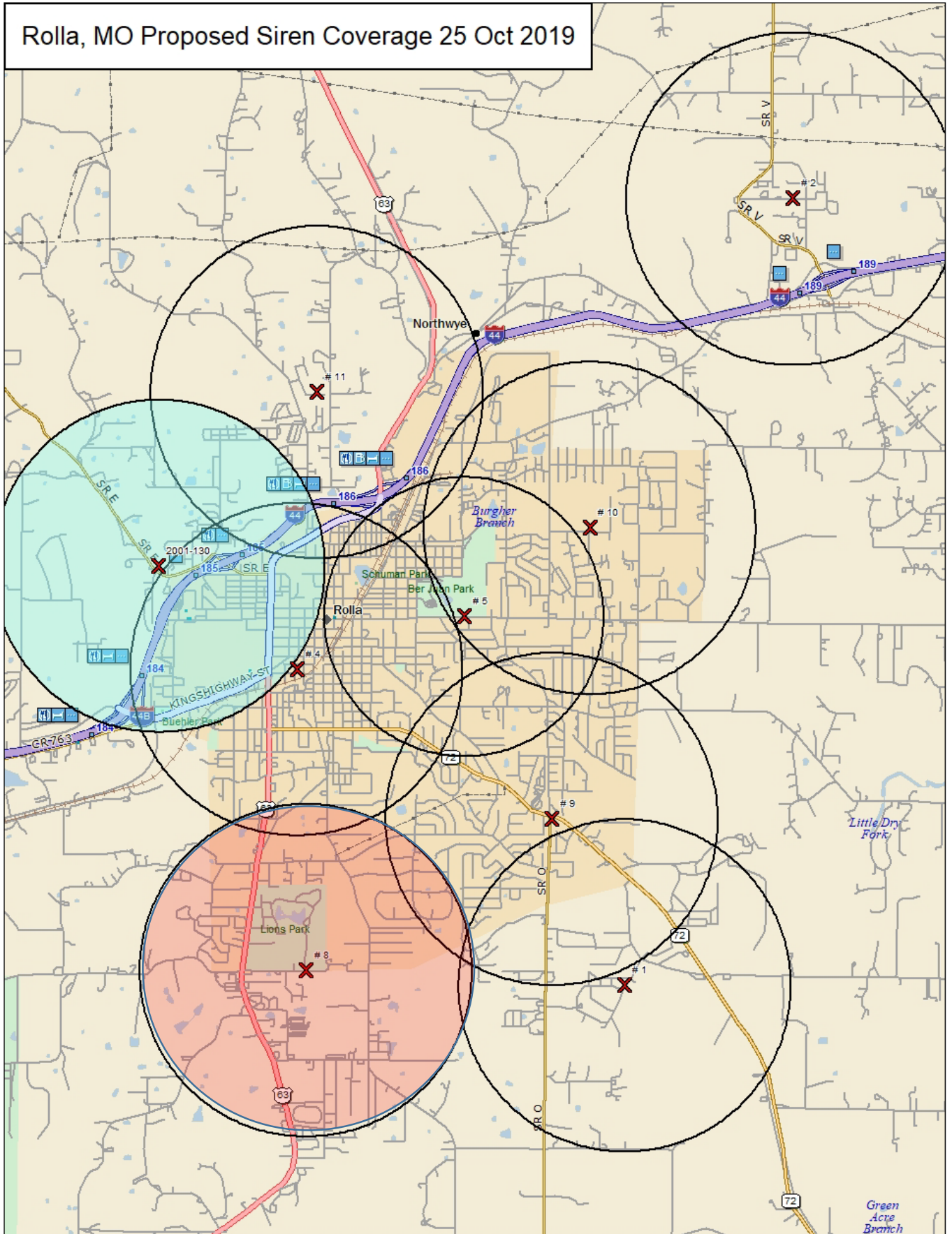
(10) Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

(11) PATENTS. FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

VIA.5

- (12) Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.
- (28) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

Rolla, MO Proposed Siren Coverage 25 Oct 2019



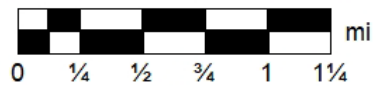
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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Section 27-89 Stop Yield

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 4-3-23

COMMENTARY:

Staff completed a comprehensive review of Section 27-89 of the City of Rolla Code concerning stop intersections. The intent of the proposed changes it to have the ordinance match what is in the field. In your packet is a version showing the changes (additions in yellow, subtractions is grey).

Staff recommends approval.

ITEM NO. VI. B, 1

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-89 IN LIEU THEREOF RELATING TO STOP INTERSECTIONS.

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

Section 1: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby repealed and a new Section 27-89 is enacted in lieu thereof as follows:

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. (Ord. 4197, §1)

First Street, at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street.

Second Street, at Bishop Avenue (Highway 63), at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street.

Third Street, at Rolla Street, at Walnut Street.

Fourth Street, at Main Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street, at Holloway Street.

Fifth Street, at Kingshighway, at Main Street, at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street, at Maple Street (east side), at Maple Street (west side), at Salem Avenue (Yield), at Holloway Street, at Woodland Drive.

Sixth Street, at Bishop Avenue (Highway 63), at Kingshighway (west side), at Main Street, at Rolla Street, at Olive Street, at Walnut Street (east side), at Walnut street (west side) (Yield), at Salem Avenue, at Maple Street, at Iowa Street (Yield), at Holloway Street.

Seventh Street, at Bishop Avenue (Highway 63), at State Street, at Park Street, at Main Street, at Rolla Street, at Olive Street, at Maple Street, at Iowa Street, at Holloway Street, at Murry Lane, at Bulldog Way Maple Street.

Eighth Street, at Fairgrounds Road, at Bishop Avenue (Highway 63), at Park Street, at Main Street, at Rolla Street, at Olive Street, at Cedar Street.

Ninth Street, at Fairgrounds Road, at Bishop Avenue (Highway 63), at State Street, at Main Street, at Rolla Street, at Oak Street, at Holloway Street, at Murry Lane, at Angus Valley Drive.

Tenth Street, at Fairgrounds Road (west side).

Eleventh Street, at Bishop Avenue (Highway 63), at State Street, at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Iowa Street, at Holloway Street.

Eleventh Street, on the south side, at a point two hundred sixty feet east of the intersection of the vacated Asher Street, to the west intersection of a Private Drive of the relocated Asher Street, a Private Drive owned by Phelps Health.

Eleventh Street, on the north side, at a point two hundred twenty-five feet west of the intersection of the Powell Avenue, to the east intersection of the relocated Asher Street, a Private Drive owned by Phelps Health.

Twelfth Street, at Fourteenth Street, at Powell Avenue, at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), Bardsley Road, at Holloway Street.

Thirteenth Street, at Powell Avenue, at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), at Pine Street, at Elm Street, at Oak Street, at Bardsley Road, at Iowa Street, at Holloway Street, at Tim Bradley Way.

Fourteenth Street, at Fitch Street, at Twelfth Street, at Poole Avenue, at Pine Street, at Bardsley Road, at Holloway Street.

Fifteenth Street, at Pine Street, at Elm Street.

Sixteenth Street, at Pine Street, at Elm Street, at Oak Street.

Seventeenth Street, at Pine Street, at Elm Street, at Cedar Street, at Walnut Street (Yield).

Eighteenth Street, at Pine Street, at Cedar Street, at Walnut Street (northeast side), at Forum Drive, eastbound at roundabout (Yield).

Nineteenth Street, at Olive Street, at Cedar Street, at Walnut Street, at Sharp Road (Yield).

Adrian Avenue, at Adrian Avenue spur near Black Street and Lynwood Drive (Yield) (southbound traffic on west spur yields to east Spur), at Black Street (Yield), at Lynwood Drive (Yield), at Highway 72 (southbound) at Ridgeview Road (southbound), at Strobach Street

Aintree Road, at Soest Road.

Aldi Drive, at Bishop Avenue (Highway 63).

Allyson Court, at Holt Avenue.

Amber Place, at Dover Lane.

Angus Valley Drive, at Tenth Street, at Highland Drive.

Ann Drive, at Ninth Street (Yield), at Tenth Street.

Ann Lee Drive, at Rolla Street Bishop Avenue.

Arkansas Avenue, at Bardsley Road, at Holloway Street, at Spencer Street, at Farrar Drive.

Asher Street, at Tenth Street, at Eleventh Street.

Ashley Drive, at Scottsvale Drive.

Ashwood Drive, at Bittersweet Lane, at Lovers Lane.

Autumn Place, at Dover Lane.

Avon Court, at Winchester Drive.

Bardsley Road, at Twelfth Street, at Eighteenth Street, at Bardsley Street spur near Eighteenth Street (Yield) (southbound traffic on east spur yields to traffic on west spur).

Barnitz Avenue, at Line Avenue (Yield).

Basswood Drive, at Basswood Drive (northeast of the intersection of Basswood Drive and Cottonwood Drive), at Bishop Avenue (Highway 63).

Becca Drive, at Rolla Street.

Beech Street, at Fourth Street, at Fifth Street (south side).

Belmont Court, at Brookridge Drive (Yield).

Belmont Drive, at Brookridge Drive (Yield), at Coventry Lane (Yield).

Belotta Court, at Belotta Drive (Yield)

Belotta Drive, at Rolla Street, at Lions Club Drive.

Bill Street, at Hutchinson Drive (Yield), at Summit Avenue (Yield).

Bittersweet Lane, at Soest Road, at Dover Lane (east side of Dover Lane) (Yield).

Black Street, at Bishop Avenue (Highway 63), at Rucker Avenue.

Bluebird Lane, at Vista Drive (Yield).

Blue's Lake Parkway, at Martin Springs Drive, at Bridge School Road.

Boxelder Drive, at Redwood Drive, at Maplewood Drive.

Brady Drive, at Rolla Street.

Bray Avenue, at Eighth Street, at Ninth Street.

Briarwood Drive, at Brookridge Drive (Yield).

Bridge School Road, at Highway 72 (Yield on right turn), at the spur of the old Bridge School Road location, at Kingshighway.

Brighton Court, at Winchester Drive.

Bristol Drive, at Palmer Court, at Country Ridge Road.

Britt Lane, at Casey Lane (west of Ella Court), at Casey Lane (east of Kadison Court).

Broadway Street, at Forum Drive, at Woodlawn Drive, at Eastwood Drive.

Brook Drive, at Camelot Court.

Brookridge Drive, at Soest Road, at Coventry Lane (Yield).

Brookside Lane, at Sycamore Drive.

Bulldog Way, at Seventh Street.

Burgher Drive, at Whitney Lane, at South Murry Lane (Yield).

California Drive, at Forum Drive, at McCutchen Drive.

Cambridge Drive, at Southview Drive, at Winchester Drive.

Canterbury Court, at Pine Tree Road.

Carmel Court, at California Drive (Yield).

Carol Street, at Tory Avenue.

Casey Lane, at Highway O.

Cedar Hill Court, at Sycamore Drive (Yield).

Cedar Grove Road, at Parkwood Drive.

Cedar Street, at Highway 72, at Phelps Avenue (Yield), at Rhodes Avenue (Yield), at First Street, at Second Street, at Third Street, at Fourth Street (south side), at Fifth Street (north side), at Sixth Street, at Seventh Street, at Eighth Street, at Tenth Street, at Eleventh Street (Yield), at Sixteenth Street, at Eighteenth Street, at Bishop Avenue (Highway 63).

Center Drive, at Hy Point Boulevard, at North Outer Road, a.k.a. Old Route 66 (east of Highway V).

Chapman Drive, at White Columns Drive.

Chelsea Lane, at Dana Renee Drive.

Chestnut Drive, at Sycamore Drive (Yield).

Cheswick Court, at Sherwood Drive.

Chris Court, at Forum Drive.

Christy Drive, at Rolla Street.

Clemens Avenue, at Edith Street (Yield), at Adrian Avenue (Yield).

Cobblestone Drive, at Ironhorse Road.

Collegiate Boulevard, at White Columns Drive.

Columbia Avenue, at Sally Road.

Commerce Drive, at Hy Point Boulevard (Yield).

Commercial Drive, at Highway O, at Highway 72.

Condo Drive, at Timber Creek Road, at Tenth Street.

Cooper Street, at Eagleson Drive.

Coplin Court, at Roseglade Road.

Cottage Court, at Brookside Lane.

Cottonwood Drive, at Basswood Drive, at Bishop Avenue (Highway 63).

Country Hills Court, at Old St. James Road.

Country Lane, at Oak Knoll Road.

Country Ridge Road, at Osage Drive.

Countryside Drive, at Carriage Lane.

County Road 2076, at Highway V.

Coventry Lane, at Aintree Road (Yield).

Crescent Ridge, at Countryside Drive.

Crestview Drive, at Fort Wyman Road.

Crinoidal Court, at White Columns Drive.

Curtis Drive, at Scottsvale Drive, at Richard Drive.

Cypress Drive, at Sycamore Drive (near Eagle Wing Drive), at Sycamore Drive (Yield) (near Mimosa Drive).

Dana Renee Drive, at Rolla Street, at Thomas Drive.

Danata Street, at Nagogami Road (Highway E).

Del Mar Court, at Forum Drive.

Devonshire Lane, at Winchester Drive (west of Stratford Lane), at Winchester Drive (east of Stratford Lane).

Dogwood Lane, at Pine Tree Road, at Redbud Lane.

Donald Drive, at Commercial Drive (Yield).

Dover Lane, at Whitney Lane (Yield).

Duane Avenue, at Fitch Street, at Twelfth Street.

Durwood Boulevard, at Highway V.

Eagleson Drive, at Vichy Road, at Cooper Street

Eagle Wing Drive, at Cypress Drive.

Eastwood Drive, at Forum Drive, at McCutchen Drive, at Eastwood Drive cul-de-sac (Yield)(west of Broadway), at Eastwood Drive cul-de-sac (Yield) (east of Broadway).

Ella Court, at Britt Lane, at Casey Lane.

Elliot Drive, at Salem Avenue.

Elm Street, at Highway 72, at Third Street, at Sixth Street, at Seventh Street, at Eighth Street, at Ninth Street, (north side), at Tenth Street (north side), at Eleventh Street, at Twelfth Street north side has two per one way street, at Fourteenth Street, at Eighteenth Street, (north side) at Bishop Avenue (Highway 63).

Elmwood Drive, at Highway 72.

Emily Drive, at Nagogami Road(Highway E).

Enterprise Drive, at Highway V.

Fairburn Drive, at Vienna Road (north side), at Vienna Road (south side).

Fairgrounds Road, at Bryant Road, at Kingshighway.

Farrar Drive, at Eighteenth Street, at Old St. James Road.

Faulkner Avenue, at Williams Road, at Highway 72, at Black Street, at Second Street.

Fitch Street, at 14th Street.

Forest Drive, at Woodland Drive (south side) (Yield), at Woodland Drive south spur (Yield), at Woodland Drive north spur (Yield).

Forest Place, at Osage Drive.

Fort Wyman Road, at Rolla Street.

Forum Drive, at Old St. James Road, at Eighteenth Street, northbound at roundabout (Yield), at Eighteenth Street, southbound at roundabout (Yield).

Fox Creek Road, at Soest Road (north side), at Whitney Lane.

Frost Drive, at Highway 72.

Gale Drive, at Fairgrounds Road.

Gano Drive, at Highway 72.

Gene Drive, at Salem Avenue.

Germann Court, at Oak Knoll Road (Yield).

Grandsir Avenue, at Highland Drive, at Murry Lane.

Granite Drive, at Sandstone Street (Yield), at Coventry Lane (Yield).

Grant Circle, at Independence Road (Yield).

Great Oaks Drive, at Woodland Drive, (Yield).

Green Acres Drive, at Highway 72 (east and west side), at Green Acres Drive (west side) 300 feet south of Highway 72.

Greenbriar Drive, at Tenth Street.

Greentree Road, at Soest Road, at Whitney Lane, at Tenth Street (south side).

Gulf Avenue, at Iowa Street, at Holloway Street, at Farrar Drive.

Halifax Drive, at Newcastle Drive (near Newcastle Court), at Newcastle Drive (southeast of Hampton (Court)).

Hampton Court, at Halifax Drive (Yield).

Hartville Road, at Bishop Avenue (Highway 63).

Harvard Avenue, at Columbia Avenue.

Harvey Court, at Harvey Lane (Yield).

Harvey Lane, at McCutchen Drive, at Old St. James Road.

Hauck Drive, at Forum Drive, at Tenth Street.

Hawthorne Drive, at Woodland Drive (Yield).

Heller Street, at Fourteenth Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Hess Avenue, at Adrian Avenue (Yield).

High Street, at Tenth Street, at Eleventh Street (Yield), at Twelfth Street, at Thirteenth Street, at Fourteenth Street (Yield).

Highland Drive, at Grandsir Avenue (west side), at Angus Valley Drive, at Forum Drive, at Greentree Road.

Highway 72, at Bishop Avenue (Highway 63) (Stop and/or Yield), at Kingshighway, (Stop and/or Yield), at Bridge School Road (Stop and/or Yield).

Hillview Drive, at Broadway (Yield), at McCutchen Drive.

H-J Drive, at Kingshighway.

Holloway Street, at Salem Avenue, at Eighteenth Street.

Holmes Road, at Salem Avenue, at Soest Road.

Holt Avenue, at Tory Avenue.

Homelife Plaza, at Forum Drive.

Honeysuckle Lane, at Soest Road.

Houston Road, at Bishop Avenue (Highway 63), at Rolla Street.

Huntleigh Drive, at Highway O, at Inverness Lane.

Hutchinson Drive, at Pete Avenue.

Hyer Court, at Vista Drive (Yield).

Hy Point Boulevard, at Hy Point North (south and west side), at Highway V.

Hy Point North, at Highway V.

Hy Point Terrace, at Hy Point North, at County Road 2076.

Independence Road, at Liberty Drive (Yield), at Tenth Street.

Industrial Park Drive, at Old St. James Road.

Innovation Drive, at Tenth Street

Innsbrook Drive, at Wakefield Drive (Yield).

International Village Drive, at White Columns Drive.

Iowa Street, at Fifth Street (Yield), at Seventh Street, at Tenth Street, Twelfth Street, at Fourteenth Street, at Arkansas Avenue, at Missouri Avenue.

Irene Lane, at Seventh Street (Yield).

Iris Court, at Highway 72.

Ironhorse Road, at Carriage Lane, at Countryside Drive.

Jackson Circle, at Independence Road (Yield).

Johnson Street, at Highway 72, at Richard Drive (Yield).

Juliene Street, at Kingshighway.

Kadison Court, at Britt Lane, at Casey Lane.

Keeton Road, at Bishop Avenue (Highway 63).

Keeney Court, at Laird Avenue (Yield).

Kensington Parkway, at Lovers Lane.

Kent Lane, at Bishop Avenue (Highway 63), at Parkwood Drive.

King Drive, at Highway 72.

Kingshighway, at Highway 72 (Yield on right turn)

La Chateau Place, at Southview Drive.

La Guille Court, at Mark Twain Drive, at Soest Road.

La Jolla Court, at Tory Avenue.

Laird Avenue, at Johnson Street (Yield).

Lakeview Drive, at Twelfth Street

Lancelot Drive, at Camelot Court.

Lanning Lane, at Rolla Street (west side).

Lariat Lane, at Marti Drive, at Rolla Street.

Laurel Drive, at Chestnut Drive.

Lauren Court, at Holt Avenue.

Lee Circle, at Independence Road (Yield).

Leonard Avenue, at Salem Avenue

Leroy Street, at Fourteenth Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Lester Drive, at Adrian Avenue (west side) (Yield), at Adrian Avenue (east side).

Liberty Drive, at McCutchen Drive.

Lincoln Lane, at Liberty Drive (Yield), at Washington Avenue (Yield).

Line Avenue, at Osage Drive.

Lions Club Drive, at Bishop Avenue (Highway 63), at Rolla Street, at Highway O, at Highway 72.

Little Oaks Road, at Bishop Avenue (Highway 63), at Rolla Street.

Lizzy Lane, at Danata Street, at Nagogami Road (Highway E).

Long View Lane, at Osage Drive.

Lovers Lane, at Soest Road, at Tenth Street (south side).

Main Street, at First Street, at Second Street, at Fourth Street, (north side) at Sixth Street, at Eighth Street, at Tenth Street, at Eleventh Street.

Malibu Court, at California Drive (Yield).

Mallard Square, at Turkey Run Road (east and west side).

Maple Street, at Fifth Street, at Seventh Street, at Tenth Street, at Eleventh Street, at Twelfth Street, at Thirteenth Street, at Fourteenth Street.

Maplewood Drive, at Cottonwood Drive, at Redwood Drive.

Mark Twain Drive, at Holmes Road.

Marti Drive, at Laurel Drive, at Oak Knoll Road (Yield).

Martin Street, at Fourteenth Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Maxwell Street, at Eighteenth Street, at Old St. James Road.

McCutchen Drive, at Tenth Street, at Old St. James Road, at Rolla Recycling center Parking lot exit (north side of Old St. James Road and approx. 250 feet west of McCutchen Drive), at Saint Maria's Street, northbound at roundabout (Yield), at Saint Maria's Street, southbound at roundabout (Yield).

McFarland Drive, at Highway 72 (east and west side), at Chestnut Drive (Yield) (east and north side).

Meadow Court, at Brookridge Drive (Yield).

Meadowbrook Drive, at Brook Drive, at Vichy Road.

Mercy Parkway, at Bridge School Road, at Martin Springs Drive.

Meriweather Road, at White Columns Road.

Mimosa Drive, at Sycamore Drive (Yield).

Miner Circle, at State Street.

Missouri Avenue, at Bardsley Road, at Holloway Street, at Spencer Street, at Farrar Drive.

Monterey Court, at California Drive (Yield).

Morrell Avenue, at Adrian Avenue (Yield), at Ridgeview Road, at Lynwood Drive.

Mossman Lane, at Olive Street.

Murry Lane, at Angus Valley Drive, at Tenth Street.

Nancy Lane, at Johnson Street (Yield), at Laird Avenue (Yield).

Newcastle Court, at Newcastle Drive.

Newcastle Drive, at Winchester Drive.

Newman Road, at Elm Street, at Olive Street.

Nippert Drive, at Poe Drive (Yield).

Norwich Drive, at Southview Drive, at Winchester Drive.

Oak Knoll Road, at Southview Drive (Yield).

Oak Street, at Highway 72, at Third Street, at Sixth Street, at Twelfth Street, at Fourteenth Street, at Sixteenth Street, at Seventeenth Street, at Eighteenth Street, at Bishop Avenue (Highway 63).

Oaklane Drive, at Bishop Avenue (Highway 63), at Houston Road.

Oaktree Lane, at Ashwood Drive, at Soest Road.

October Place, at Bittersweet Lane.

Old English Road, at Fox Creek Road (Yield), at Whitney Lane.

Old English Road, at Whitehall Road

Old St. James Road, at Eighteenth Street (north side).

Olive Street, at Highway 72, at Third Street, at Sixth Street, at Eighth Street, at Twelfth Street (south side), Sixteenth Street, at Seventeenth, at Eighteenth Street, at Bishop Avenue (Highway 63).

Orchard Drive, at Fifth Street (Yield), at Holloway Street (Yield).

Osage Drive, at Highway 72, at Lions Club Drive.

Overland Drive, at Huntleigh Drive, at Inverness Lane.

Oxford Drive, at Southview Drive, at Winchester Drive.

Ozark Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Palmer Court, at Country Ridge Road.

Park Street, at Second Street, at Fourth Street, at Fifth Street, at Post Office exit, at Eighth Street, (south side has two per one way street), at Ninth Street, (south side has two per one way street).

Parkside Avenue, at Old St. James Road.

Parkwood Drive, at Basswood Drive.

Pauline Lane, at Seventh Street (Yield).

Peach Tree Lane, at Pine Tree Road, at Redbud Lane.

Pebble Stone Lane, at Lions Club Drive, at Rolla Street.

Pecan Grove, at Fort Wyman Road.

Penny Lane, at Lester Drive (Yield).

Perrot Boulevard, at Highway V.

Pershing Drive, at Hillview Drive (Yield), at McCutchen Drive.

Pershing Place, at Independence Road, at McCutchen Drive.

Pete Avenue, at Highway 72, at Southview Drive.

Pheasant Hill, at Cypress Drive (Yield), at Sycamore Drive (Yield).

Phelps Avenue, at Oak Street (Yield), at Olive Street, at Walnut Street.

Pilgrim Place, at Bittersweet Lane.

Pine Street, at First Street (Yield), at Second Street, at Third Street, at Fourth Street.

Poe Drive, at Rolla Gardens Drive.

Poole Avenue, at Tenth Street, at Eleventh Street, at Thirteenth Street, at Fourteenth Street.

Powell Avenue, at Eleventh Street, at Fourteenth Street.

Ramsey Place Road, at Lions Club Drive, at Silverleaf Lane.

Redbud Lane, at Richard Drive, at Pine Tree Road.

Redwood Drive, at Lions Club Drive, at Basswood Drive.

Republic Drive, at Commercial Drive (Yield).

Rhodes Avenue, at Oak Street (Yield), at Olive Street, at Walnut Street.

Richard Drive, at Pine Tree Road, at Redbud Lane.

Ridgeview Road, at Adrian Avenue, at Morrell Avenue, at Bishop Avenue (Highway 63) (north side) (Yield).

Robyn Leann Drive, at Chelsea Lane.

Rolla Gardens Drive, at Highway 72 (west of Rose Court), at Highway 72 (east of Iris Court).

Rolla Street, at Third Street, at Sixth Street, (north side has two per one-way street), at Eighth Street (north side has two per one-way street), at Sixteenth, (north side).

Rose Court, at Highway 72.

Roseglade Road, at Vichy Road, at Vienna Road.

Rucker Avenue, at Highway 72, at Second Street.

Saint Maria's Street, at McCutchen Drive (Yield)

Saint Michael's Court, at Saint Maria's Street

Saint Matthew's Street, at Saint Maria's Street

Saint Matthew's Court, at St. Maria's Street

Sally Road, at Old Wire Outer Road.

San Fernando Court, at California Drive (Yield).

Sandstone Street, at Brookridge Drive (Yield), at Coventry Lane (Yield).

Savannah Court, at Vienna Road.

Scenic Drive, at Broadway, at Truman Avenue (Yield).

Scottsvale Drive, at Pine Tree Road.

Shady Acres Court, at Fort Wyman Road.

Shady Lane, at Rolla Street.

Sherman Avenue, at Independence Road.

Sheron Avenue, at Highway 72.

Sherwood Drive, at Scottsvale Drive.

Short Street, at Ann Lee Drive.

Silverstone Drive, at Vichy Road.

Skyline, at Woodcrest Drive.

Soest Road, at Salem Avenue.

Sooter Lane, at Rolla Street.

South Murry Lane, at Soest Road, at Whitney Lane.

Southbrook Drive, at Highway 72 (east and west side).

Southview Drive, at Lions Club Drive, at Oak Knoll Road (just southwest of Country Lane), at Oak Knoll Road, at Lariat Lane, at Winchester Drive, at Highway 72.

Spencer Street, at Fourteenth Street, at Gulf Avenue, at Missouri Avenue, at Eighteenth Street.

Spilman Avenue, at Strobach Street, at Ridgeview Road (south side), at Black Street.

Spring Avenue, at Tenth Street, at Eleventh Street, at Thirteenth Street.

State Street, at Second Street, at Sixth Street (north side has two per one-way street), at Eighth Street (north side has two per one-way street), at Eleventh Street.

Steeplechase Road, at Soest Road (south side), at Coventry Lane (Yield).

Stephendale Court, at Highway 72.

Stoltz Road, at Tenth Street.

Stratford Lane, at Winchester Drive, at Devonshire Lane.

Strobach Street, at Bishop Avenue (U.S.(Highway 63) (west side), at Adrian Avenue.

St. Patrick's Lane, at Bishop Avenue (Highway 63), at the intersection of St. Patricks Lane and the north entrance to V.H. McNutt Hall parking, at Vichy Road.

Summit Avenue, at Salem Avenue, at Highway 72, at Hutchinson Drive (Yield).

Sunny Drive, at Rolla Street

Sunshine, at Vichy Road

Sycamore Drive, at Lions Club Drive, at Highway O.

Sydney Court, at McFarland Drive (Yield).

Tim Bradley Way, at Bishop Avenue (Highway 63) roundabout (Yield), at White Columns Drive roundabout (Yield).

Timberlane Court, at Silverleaf Lane (south side) (Stop), (north side) (Yield).

Tipton Court, at Sherwood Drive.

Tory Avenue, at Farrar Drive, at Forum Drive.

Traci Dawn Drive, at Chelsea Lane.

Truman Avenue, at Forum Drive, at McCutchen Drive, at Pershing Place (west side) (Yield).

Turkey Run, at Sycamore Drive (west of Cypress Drive) (Yield), at Sycamore Drive (east of Mallard Square), at Cypress Drive.

Valli-Hi Avenue, at Vichy Road, at Valli-Hi turn around.

Viburnum Lane, at Pine Tree Road, at Redbud Lane.

Victoria Lane, at Rolla Street.

Vienna Road, at Vichy Road.

Vista Drive, at Nagogami Road (Highway E).

Wakefield Drive, at Greenbriar Drive (Yield), at Whitney Lane (Yield).

Walker Avenue, at Black Street, at Kingshighway, at Strobach Street, at Highway 72 (northbound), at Highway 72 (southbound).

Walnut Street, at Highway 72, at Fifth Street (north bound south side only), at Sixth Street (north side), at Seventh Street, at Eighteenth Street, at Eighteenth Street (where it meets with Walnut Street again).

Washington Avenue, at Independence Road (Yield).

Waterford Court, at Pine Tree Road.

Wellington Drive, at Tenth Street.

White Columns, at north city limits (street in Woodcrest Trailer Park), at Nagogami Road (Highway E), (at roundabout) (Yield).

Whitecliff Drive, at Belmont Drive (Yield), at Coventry Lane (Yield).

Whitehall Road, at Fox Creek Road

Whitney Lane, at Highland Drive, at Greentree Road, at Greenbriar Drive (Yield).

Williams Road, at Bishop Avenue (Highway 63), at Rolla Street.

Wilson Circle, at Independence Road (Yield).

Winchester Drive, at Highway O, at Chestnut Drive, at Rolla Street (east side).

Woodcrest Drive, at Vichy Road.

Woodland Drive, at Holloway Street, at Salem Avenue.

Woodlawn Court, at Forum Drive (west side).

Woodlawn Drive, at Forum Drive (east side), at McCutchen Drive.

Yale Avenue, at Harvard Avenue. (Ord. 4197, §1; Ord. 4434, §§1-2; Ord. 4444, §§1-2; Ord. 4491, §1; Ord. 4494, §§1-2; Ord. 4525, §1; Ord. 4580, §1)

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 17th DAY OF APRIL 2023.

APPROVED

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: 13th and Powell Stop Signs

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 4-3-23

COMMENTARY:

Staff received a request from Phelps Health to review the stop conditions at 13th and Powell intersection. 13th street is now one of the main entrances into the hospital. Staff is recommending changing the stop condition to a stop on Powell at 13th. A map indicating the proposed change is included in the packet.

Staff recommends approval.

ITEM NO. VI. C. 1 _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, PERTAINING TO STOP INTERSECTIONS.

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

Section 1: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby amended by adding the following:

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

Powell Avenue, at 13th Street.

Section 2: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby amended by deleting the following:

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

13th Street, at Powell Avenue.

Section 3: 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 17th DAY OF APRIL, 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



Add Stop Sign

Delete Stop Sign

Add Stop Sign

PRIVATE STREET

13TH STREET

POOLE AVENUE

TIM BRADLEY WAY

12TH STREET

Legend

 Stop Sign

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Fariburn No-Parking

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 4-3-23

COMMENTARY:

Staff received a request to review the sight distance on a portion of Fairburn Drive. After reviewing the sight distance in the field staff is recommending to restrict parking on a section of Fairburn Drive. A map depicting the restriction is attached.

Staff recommends approval.

ITEM NO. VI. D. 1

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

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

Fairburn Drive, on the south side, from a point 390 feet east of the intersection of Fairburn Drive and Vienna Road to a point 515 feet south of the intersection of Fairburn Drive and Vienna Road.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 17th DAY OF APRIL, 2023.

APPROVED:

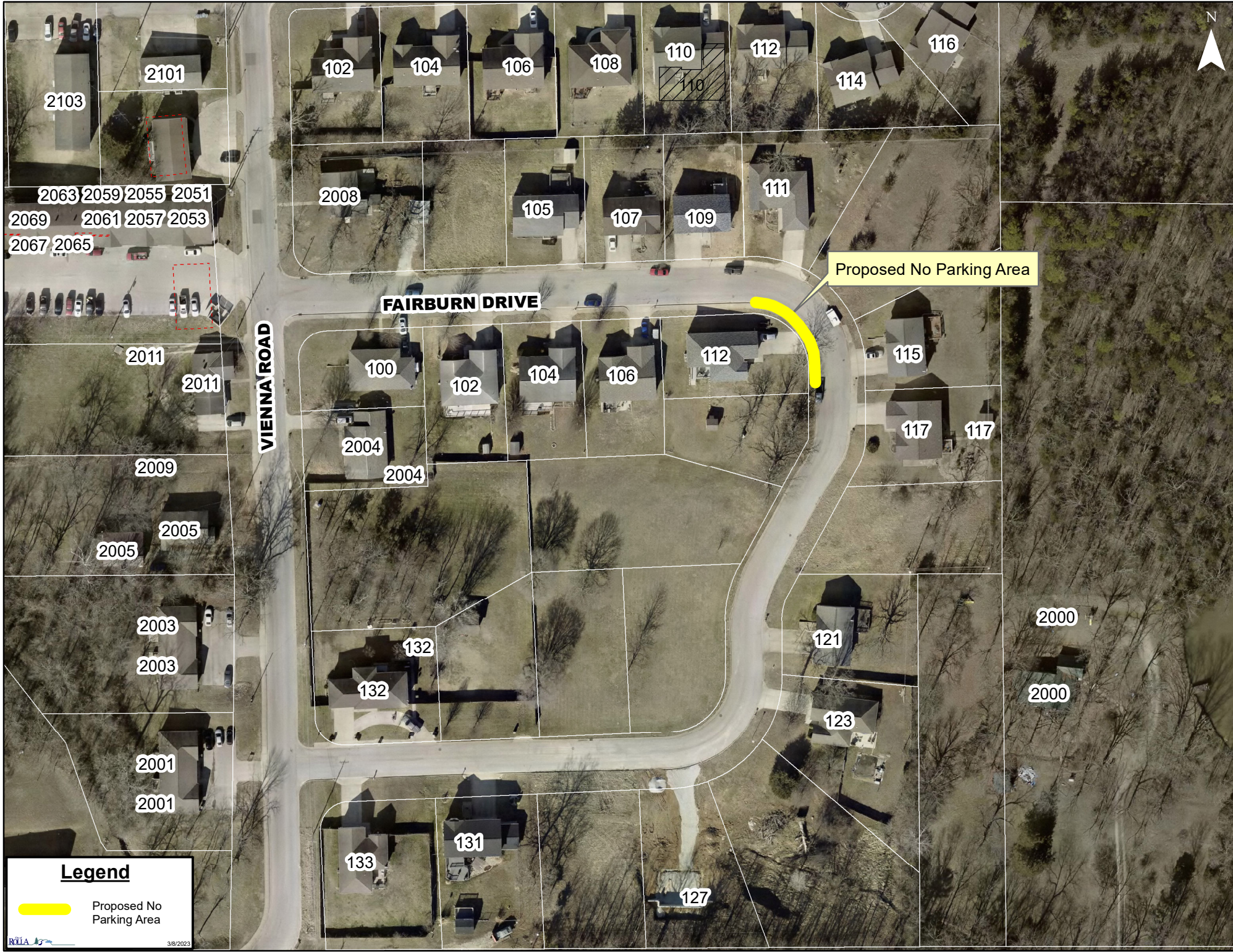
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR




Proposed No Parking Area

FAIRBURN DRIVE

VIENNA ROAD

Legend

 Proposed No Parking Area

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion/Ordinance 1st Reading

ITEM/SUBJECT: Sanitary Sewer Lining

BUDGET APPROPRIATION (IF APPLICABLE) - \$300,000.00 DATE: 4/3/2023

COMMENTARY:

Staff opened bid for Project 559 2023 Sewer Lining. 2 Bids were received.

Insituform Technologies USA, LLC Chesterfield, MO	\$296,441.40
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SAK Construction, LLC O'Fallon, MO	\$379,578.00
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This project will line just under 1.5 miles of sanitary sewer in various locations throughout the city.

Staff is requesting the first reading of the ordinance authorizing the Mayor to enter into contract with Insituform Technologies, USA for \$296,441.40.

Sewer Statistics:

Total miles of sewer – 134.4 miles

PVC – 68.3 miles

Clay – 48.5 miles

Insituform Lined – 11.8 miles

Other – 5.8 miles

VII. A. 1
ITEM NO. _____

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, 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 an agreement between the City of Rolla and Insituform Technologies USA, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 14th DAY OF APRIL 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Insituform Technologies USA, 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: **2023 Sewer Lining, PROJECT 559**, 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 **2023 Sewer Lining, PROJECT 559**.

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 \$296,441.40 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.

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: _____

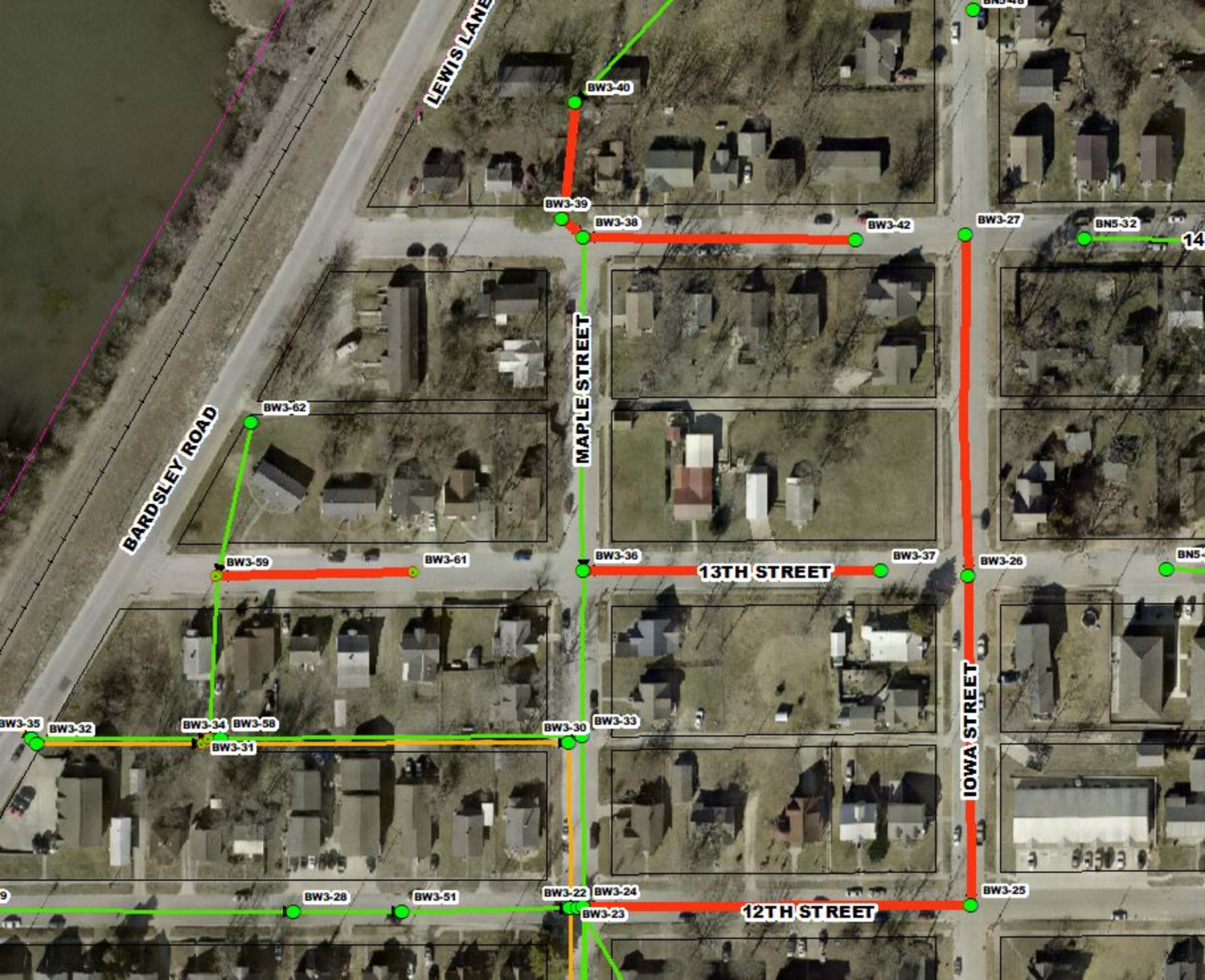
Notary Public

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



LEWIS LANE

BARDSLEY ROAD

MAPLE STREET

13TH STREET

12TH STREET

IOWA STREET

BW3-40

BW3-39

BW3-38

BW3-42

BW3-27

BN5-32

BW3-62

BW3-59

BW3-61

BW3-36

BW3-37

BW3-26

BW3-35

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