

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 4th, 2024; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, TERRY HIGGINS, MEGAN JOHNSON, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilwoman Johnson

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes – February 5th, 2024
 - 2. Closed Session City Council Minutes – February 5th, 2024
 - 3. City Council Minutes – February 20th, 2024
 - 4. Closed Session City Council Minutes – February 20th, 2024

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report – January 2024
- b. Building Codes monthly report – January 2024
- c. Municipal Court Summary Reporting for January 2024
- d. Police Department Monthly Report – January 2024
- e. Animal Control Division Report – January 2024
- f. RMU Financial Reports – January 2024
- g. The Centre Income Statement ending January 2024
- h. P&Z Commission Meeting Minutes for February 13th, 2024

IV. OLD BUSINESS –

- A. **Ordinance** approving the application of a Planned Unit Development (PUD) overlay to property zoned C-2, General Commercial at 127 H-J Drive. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** to approve the purchase of a tract of land on Olive Street and **Motion** to authorize disbursement of funds from the Parkland Reserve Fund. (City Administrator John Butz) **Final Reading/Motion**

V. **NEW BUSINESS** –

- A. **Ordinance** to approve the implementation of 1/16th cent park sales tax (Prop P) approved by voters in April of 2023. (City Administrator John Butz) **First Reading**
- B. **Ordinance** to repeal Chapter 28 and enact a new Chapter 28 in lieu thereof, relating to nuisances and property maintenance. (Comm. Dev. Director Dawn Bell) **First Reading**

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

- A. **Motion** to award bid to J&S Small Engine Repair, LLC for a zero-turn mower for the Airport. (PW Director Darin Pryor)
- B. **Motion** to award bid to Pierce Asphalt LLC for Project 572 – FY 2024 Pine Street Asphalt Improvements and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor).
- C. **Motion** to award bid to Pierce Asphalt LLC for Project 576 – FY 2024 Phase II Asphalt Improvements and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor).

VII. **CITIZEN COMMUNICATION**

VIII. **MAYOR/CITY COUNCIL COMMENTS**

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

- A. Next Meeting Date, Monday, March 18th, 2024

X. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (1) Legal Work Product

XI. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 5TH, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV.

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Matt Fridley, Lister Florence, Jaired Hall, Rob Kessinger, Kevin Greven, Stanley Mayberry, Victoria Steen and Tina Balch

Council Members Absent: None

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Parks Director Floyd Jernigan, Community Development Director Dawn Bell and City Counselor Nathan Nickolaus.

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman Joshua Vroman to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
1. City Council Minutes – January 2nd, 2024
 2. Closed Session City Council Minutes – January 2nd, 2024
 3. City Council Minutes – January 16th, 2024
 4. Closed Session City Council Minutes – January 16th, 2024

A motion was made by Higgins and seconded by Vroman to approve the minutes. A voice votes showed 12 Ayes, zero Nays, and none Absent.

II. **PUBLIC HEARINGS** – None

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

- a. Environmental Services Department Monthly Report – December 2023
- b. Building Codes monthly report – December 2023
- c. Municipal Court Summary Reporting for December 2023
- d. Police Department Monthly Report – December 2023
- e. Animal Control Division Report – December & EOY 2023
- f. Board of Public Works Minutes for December 28th, 2023
- g. The Centre Income Statement ending December 2023
- h. City of Rolla Financial Reports ending December 2024
- i. Park Advisory Commission Meeting Minutes for January 24, 2024

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Discussion on Public Safety Staffing Issues: City Administrator John Butz discussed root causes of public safety staffing challenges, compared starting salaries to other local departments and shared ways to help reverse a nationwide issue.

V. OLD BUSINESS –

- A. **Motion** to “Take From the Table” reconsideration of the final reading of Ordinance authorizing a solar ground lease with Vesper Energy (dba Vichy Solar LLC) (City Administrator John Butz) A motion was made by Kessinger and seconded by Johnson to take the Solar Lease from the table to reconsider the final reading for the Ordinance to approve the solar lease with Vichy Solar, LLC (AKA Vesper Energy). A voice vote showed: 11 Ayes, 1 Nay (Fridley), none Absent.
- B. **Ordinance** to approve a solar ground lease at Rolla National Airport to Vesper Energy (dba Vichy Solar LLC) (PW Director Darin Pryor) City Council continued the discussion on the solar lease with representatives from Vesper Energy. City Counselor Nathan Nickolaus read the ordinance for its final reading by title: ORDINANCE 4785: 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 VICHY SOLAR LLC. A motion was made by Kessinger and seconded by Johnson to approve a ground lease with Vichy Solar, LLC (AKA Vesper Energy) with a provision that the mayor not execute the lease until language is inserted to protect any future expansion of runway 4-22. A roll call vote showed the following: Ayes: Kessinger, Higgins, Greven, Mayberry, Chirban, Balch, Johnson, Hall, and Florence, Nays: Fridley, Vroman and Steen. Absent: none.

VI. NEW BUSINESS –

- A. **Ordinance** authorizing an agreement with Forward Slash Technology for IT managed services. (Finance Director Steffanie Rogers) In December 2023, Council approved a motion to award IT managed services to Forward slash Technology and to begin negotiations for a contract. City Counselor Nathan Nickolaus 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 AN IT MANAGED SERVICES PROVIDER AGREEMENT BETWEEN CITY OF ROLLA, MISSOURI AND FORWARD SLASH TECHNOLOGY.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion** to award bid for Roll-Off Hoist Truck to Armor Equipment of Arnold, Mo. (Environmental Services Director Roger Pankey) A motion was made by Chirban and seconded by Greven to award the bid to Armor Equipment of Arnold, Mo through Sourcewell Cooperative for \$180,499.00. A voice vote showed: 12 Ayes, zero Nays, none Absent.
- B. **Motion** to award bid for Project 573 - FY 2024 Phase I Asphalt Improvements to Pierce Asphalt LLC and **Ordinance** authorizing an agreement with same. (PW Director Darin Pryor) A motion was made by Vroman and seconded by Greven to award the bid to Pierce Asphalt LLC for \$193,510.50. A voice vote showed 12 Ayes, zero Nays, none Absent. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MICROSURFACING CONTRACTORS, LLC.

- C. **Motion** to award bid for Project 571 – 2024 Microsurfacing to Microsurfacing Contractors, LLC and **Ordinance** authorizing an agreement with same. (PW Director Darin Pryor) A motion was made by Greven and seconded by Vroman to award the bid to Microsurfacing Contractors, LLC for \$529,385.35. A voice vote showed 12 Ayes, zero Nays, none Absent. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MICROSURFACING CONTRACTORS, LLC.

VIII. CITIZEN COMMUNICATION

- A. Charlie Quarts, resident with Rolla Housing, shared concerns regarding the Rolla Housing Authority Director.
- B. Bella Gerlich – Ward 3 resident questioned the removal of nuisance codes. City Administrator John Butz explained this was an error caught after the comprehensive update of the zoning code and that staff was currently in the process of drafting an amendment that soon would be presented to council.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Councilman Florence questioned the current procedures for council to add items to the agenda and proposed the agenda be adopted by the majority of council at the beginning of city council meetings. After some discussion and clarification by legal counsel and the Mayor, the general consensus was that a motion wasn't necessary at this time.
- B. City Administrator John Butz mentioned that Phelps County Day at the Capital was Tuesday, February 6th.
- C. Councilwoman Johnson mentioned she had attended a meeting regarding the beginning stages of a youth mountain bike league.

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- (1) legal and (2) Real Estate

At 8:37 a motion was made by Johnson and seconded by Greven to enter into closed session. A roll call vote showed: Ayes: Higgins, Greven, Steen, Vroman, Mayberry, Chirban, Balch, Johnson, Kessinger, Florence, Hall and Fridley. Nay: none. Absent: none.

At 9:17 council returned from closed session where items of real estate were discussed. No reportable actions were taken.

XII. ADJOURNMENT - Having no further business, the meeting adjourned at approximately 9:17 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

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**ROLLA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20TH, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV.

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Matt Fridley, Jaired Hall, Rob Kessinger, Kevin Greven and Stanley Mayberry

Council Members Absent: Victoria Steen, Lister Florence and Tina Balch

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Parks Director Floyd Jernigan, Community Development Director Dawn Bell, City Planner Tom Coots and City Counselor Nathan Nickolaus.

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

I. PUBLIC HEARINGS –

Public Hearing and Ordinance approving the application of a Planned Unit Development (PUD) overlay to property zoned C-2, General Commercial at 127 H-J Drive. City Planner Tom Coots shared with Council the plans to remodel the vacant hotel on HJ Drive into apartments with 91 dwellings. At 6:37, Mayor Magdits opened the public hearing for citizen comment. There were no comments and public hearing was then closed at 6:38. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 127 H-J DRIVE TO APPLY A PUD, PLANNED UNIT DEVELOPMENT OVERLAY TO PROPERTY ZONED C-2, GENERAL COMMERCIAL

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Bike Friendly Community Award – Public Works Director Darin Pryor presented representatives of the Bicycle Pedestrian Advisory Committee with the Bronze Bicycle Friendly award.
- B. Life-saving award presentation – Chief Sean Fagan awarded Emergency Communications Officer Jayne McKinney with a lifesaving award.
- C. RMU FY2024 1st Quarter Report – RMU GM Rodney Bourne presented Council with his 1st quarter report. He shared there is an operating loss of \$61,825, a decrease from the year prior. Total operating expenses for the 1st quarter are down \$926,440 from the year prior for a total of \$7,750,895. Total Net income for the 1st Quarter was \$500,449 which is a gain of over \$1.6M from 2023, largely attributed to the milder temperatures, decrease in purchased power and small rate increases effective Oct 2023. Mr. Bourne also spent some time talking about a Crypto Currency Mining project that may possibly develop in the Dewing Subdivision off Highway 72.
- D. Introduction – Ms. Dawn Bell, Community Development Director, gave a short introduction of herself and shared some projects she’s already working on.

III. OLD BUSINESS –

- A. **Ordinance** authorizing an agreement with Forward Slash Technology for IT managed services. (Finance Director Steffanie Rogers) ORDINANCE 4786: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN IT MANAGED SERVICES PROVIDER AGREEMENT BETWEEN CITY OF ROLLA, MISSOURI AND FORWARD SLASH TECHNOLOGY. A motion was made by Johnson and seconded by Vroman to approve the ordinance. A roll call vote showed: Ayes: Johnson, Fridley, Vroman, Higgins, Chirban, Greven, Kessinger, Hall and Mayberry. Nays: none. Absent: Balch, Steen, and Florence.
- B. **Ordinance** authorizing an agreement for Project 573 - FY 2024 Phase I Asphalt Improvements to Pierce Asphalt LLC (PW Director Darin Pryor) ORDINANCE 4787: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC. A motion was made by Kessinger and seconded by Greven to approve the ordinance. A roll call vote showed the following: Ayes: Hall, Mayberry, Chirban, Greven, Vroman, Kessinger, Higgins, Johnson and Fridley. Nays: none. Absent: Balch, Steen and Florence.
- C. **Ordinance** authorizing an agreement for Project 571 – 2024 Microsurfacing to Microsurfacing Contractors, LLC (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its final reading by title: ORDINANCE 4788: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MICROSURFACING CONTRACTORS, LLC. A motion was made by Vroman and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Vroman, Greven, Higgins, Chirban, Fridley, Johnson, Kessinger, Mayberry and Hall. Nays: none. Absent: Balch, Steen and Florence.

IV. NEW BUSINESS –

- A. **Resolution** to approve the purchase of a storm siren and communications equipment through Federal Signal Safety Corporation. (Fire Chief Jeff Breen) City Counselor Nathan Nickolaus read the resolution for one reading by title: RESOLUTION 2030: 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 AN EMERGENCY STORM SIREN. A motion was made by Kessinger and seconded by Chirban to approve the purchase of a storm siren. A voice vote showed 9 Ayes, zero Nays, 3 Absent. This siren will replace the current 20 year old siren at 4th and Main Street \$27,711.96 which, through a FEMA grant, will reimburse the City for 100% of the purchase.
- B. **Ordinance** to approve authorize Rolla Police Department to apply for free traffic safety grants through the Missouri Department of Transportation. (Chief Sean Fagan) City Counselor Nathan Nickolaus read the ordinance for its first reading by title: ORDINANCE 4789: 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 Johnson, seconded by Higgins to suspend the rules for final reading. A voice vote showed 9 Ayes, zero Nays, 3 Absent. City Counselor Nathan Nickolaus read the ordinance for its final reading. A motion was made by Higgins and seconded by Vroman to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Higgins, Vroman, Mayberry, Greven, Johnson, Kessinger, Fridley, and Hall. Nays: none. Absent, Balch, Steen and Florence.

- C. **Motion** to award RFP for a New City Comprehensive Plan to H3 Studio.(Dev. Director Dawn Bell) A motion was made by Greven and seconded by Chirban to award the RFP to H3 Studio. A voice vote showed 9 Ayes, zero Nays, and 3 Absent. A contract will be prepared and presented for Council consideration at a later meeting.
- D. **Motion** to approve street closures for St. Pat’s events. (PW Director Darin Pryor) A motion was made by Higgins and seconded by Greven to approve the street closings. A voice vote showed 9 Ayes, zero Nays, and 3 absent.

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Ordinance** to approve the purchase of a tract of land on Olive Street near Green Acres Park. City Administrator John Butz shared that through Realtor Sharlene Henry, both parties have agreed to a purchase price of \$30,000. In addition, the City will initiate the survey and subdivision of the property. If agreed to by Council with 2/3rds vote, the funds would be taken from Park Land Reserve Fund. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A VACANT LAND SALE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND KRISTOFER ZIMMERMAN REGARDING THE PURCHASE OF A TRACT OF LAND ON OLIVE STREET NEAR GREEN ACRES PARK.
- B. **Motion** to approve the emergency truck purchase of a 2024 F450 for the Street Dept. from Hutcheson Ford. (PW Director Darin Pryor) A motion was made by Greven and seconded by Higgins to approve the emergency purchase of a truck from Hutcheson Ford for \$57,615.00. A voice vote showed 9 Ayes, zero Nays, and 3 Absent.

VI. CITIZEN COMMUNICATION

- A. Dan Sutterfield – Shared information regarding anti-choking devices that he feels would benefit many establishments.
- B. Jeff Goris - shared concerns regarding Crypto Mining.

VII. MAYOR/CITY COUNCIL COMMENTS

- A. **Motion** to reappoint Ed Schmidt to the Airport Advisory Committee for a 2 year term. (expires Feb 2026) A motion was made by Kessinger and seconded by Johnson to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent.
- B. **Motion** to reappoint Steve Mason to the Airport Advisory Committee for a 2 year term. (expires Feb 2026) A motion was made by Hall and seconded by Kessinger to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent
- C. **Motion** to reappoint Mike Matthews to the Airport Advisory Committee for a 2 year term. (expires Feb 2026) A motion was made by Johnson and seconded by Higgins to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent
- D. **Motion** to reappoint Terry Harris to the Industrial Development Authority for 6 year term. (exp. Mar 2030) A motion was made by Hall and seconded by Higgins to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent
- E. **Motion** to reappoint Susan Wrasmann to the Parks Advisory Committee for a 3 year term. (exp. June 2026) A motion was made by Higgins and seconded by Hall to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent

- F. **Motion** to appoint Joe Polizzi to the Public Works Board to fill the unexpired term of Albert Crump. (exp. Aug 2025) A motion was made by Vroman and seconded by Greven to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent
- G. **Motion** to reappoint Don Morris to the Enhanced Enterprise Zone Board for a 4 yr. term.
- H. (exp. June 2027) A motion was made by Johnson and seconded by Hall to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent
- I. **Motion** to reappoint Ben Tipton as the City’s representative to Rolla Regional Economic Committee (RREC) for a 3 year term. (exp. Dec 2026). A motion was made by Greven and seconded by Chirban to approve the appointment. A voice vote showed 9 Ayes, zero Nays, 3 Absent

Mayor Magdits shared with council that there were approximately 103 volunteer positions relating to city boards and that he was actively working on getting the expired terms reappointed/replaced. Councilman Fridley asked for a more detailed update on vacancies at the next council meeting. Councilwoman Johnson raised a question regarding the Library Board based off of RSMo 182.190 in which City Counselor Nathan Nickolaus affirmed that board members can continue to serve their expired term until relieved.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, March 4th, 2024
- B. Councilman Greven shared this coming Saturday is Military Appreciation Day at the MS&T Basketball game. There will be an oath ceremony during the men’s half time game.

IX. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- (1) legal and (2) Real Estate

At 8:32 p.m. a motion was made by Chirban and seconded by Vroman to enter into closed session. A roll call vote showed: Ayes: Johnson, Chirban, Fridley, Vroman, Mayberry, Higgins, Hall, Greven and Kessinger.. Nay: none. Absent: none.

At 9:13 p.m. council returned from closed session where legal actions a personnel matter were discussed. No reportable actions were taken.

X. ADJOURNMENT - Having no further business, the meeting adjourned at approximately 10:13 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

JANUARY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Jan 2024	Dec 2023	Jan 2022	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Cardboard	129.8 ton	103.0 ton	148.0 ton	129.8 ton	148.0 ton	1,417.2 ton
Newspaper	17.6 ton	36.0 ton	34.5 ton	17.6 ton	34.5 ton	369.3 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	20.0 ton
Aluminum	0.0 ton	2.1 ton	0.0 ton	0.0 ton	0.0 ton	13.6 ton
Steel Cans/Scrap Metal	3.3 ton	3.5 ton	6.5 ton	3.3 ton	6.5 ton	53.7 ton
Plastic	0.0 ton	9.6 ton	11.0 ton	0.0 ton	11.0 ton	96.2 ton
Glass	23.0 ton	24.8 ton	21.0 ton	23.0 ton	21.0 ton	230.5 ton
Batteries	1.2 lbs ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	5.2 ton
Electronic Waste	7.1 ton	1.9 ton	4.0 ton	7.1 ton	4.0 ton	32.5 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	4.8 ton
TOTAL	180.8 ton	180.8 ton	225.0 ton	180.8 ton	225.0 ton	2,243.1 ton

SERVICES PROVIDED

Type of Service	Jan 2024	Dec 2023	Jan 2022	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Special Pick-ups	24	22	55	24	55	503
Paper Shredding	5.0 hours	6.5 hours	10.5 hours	5.0 hours	10.5 hours	53.3 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	77	80	53	77	53	936

DISPOSAL TONNAGE

(Sanitation Division)

Material	Jan 2024	Dec 2023	Jan 2022	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Refuse	1,513.1 ton	1,408.4 ton	1,306.5 ton	1,513.1 ton	1,306.5 ton	17,755.4 ton

Management Report
FISCAL YEAR 2024

January 2024

BUILDING PERMITS ISSUED	JANUARY FY 2024		JANUARY FY 2023		YTD FY 2024		YTD FY 2023		Δ CHANGE FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	30	\$ 5,182,356	29		136		117		16.2%	
Electric, Plumbing, etc. Only	13	\$ -	9	\$ -	74	\$ -	54	\$ -	37.0%	
Single Famil Detached	2	\$ 390,000	-	\$ -	8	\$ 1,910,466	1	\$ 290,000	700.0%	558.8%
Single Family Attached	-	\$ -	-	\$ -	4	\$ 488,000	-	\$ -		
Duplexes	-	\$ -	-	\$ -	1	\$ 300,000	-	\$ -		
3-or-4 family	-	\$ -	-	\$ -	-	\$ -	5	\$ 2,700,800	-100.0%	-100.0%
5-or-more family	1	\$ 3,000,000	-	\$ -	1	\$ 3,000,000	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels	-	\$ -	1	\$ 2,800,000	-	\$ -	1	\$ 2,800,000	-100.0%	-100.0%
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Industrial	-	\$ -	-	\$ -	2	\$ 2,900,000	-	\$ -		
Parking garages	-	\$ -	1	\$ 25,000	2	\$ 170,000	3	\$ 50,383	-33.3%	237.4%
Service stations, repair garages	-	\$ -	1	\$ 1,045,125	-	\$ -	1	\$ 1,045,125	-100.0%	-100.0%
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Offices, banks, professional	-	\$ -	-	\$ -	-	\$ -	1	\$ 1,100,000	-100.0%	-100.0%
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Stores, customer	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Towers, antennas	1	\$ 250,000	-	\$ -	1	\$ 250,000	-	\$ -		
Signs, attached and detached	8	\$ 661,900	6	\$ 23,400	20	\$ 715,300	18	\$ 75,600	11.1%	846.2%
Residential addition, remodel	3	\$ 80,456	6	\$ 145,736	13	\$ 254,056	18	\$ 458,020	-27.8%	-44.5%
Commercial addition, remodel	2	\$ 800,000	3	\$ 139,500	13	\$ 6,115,383	11	\$ 886,000	18.2%	590.2%
Residential garage, carport	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, single family	-	\$ -	1	\$ -	-	\$ -	3	\$ -	-100.0%	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, all other	-	\$ -	1	\$ -	-	\$ -	1	\$ -	-100.0%	
Total Residential Units	65	\$ 3,390,000.00	-	\$ -	77	\$ 5,698,466	21	\$ 2,990,800	266.7%	90.5%
EST. CONSTRUCTION COSTS	\$	\$ 5,182,356	-	\$ 4,178,761	-	\$ 16,103,205	-	\$ 9,405,928	#DIV/0!	71.2%
Building Permit Fees	\$	\$ 13,971	-	\$ 15,795	-	\$ 38,781	-	\$ 36,958	#DIV/0!	4.9%
FEES	\$	\$ 28,420	-	\$ 24,835	-	\$ 91,980	-	\$ 66,008	#DIV/0!	39.3%

INSPECTIONS PERFORMED	JANUARY FY 2024		JANUARY FY 2023		YTD FY 2024		YTD FY 2023		FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	#	%
Building Inspections	108		94		626		431		45%	
Electrical Inspections	65		53		346		245		41%	
Excavation Inspections	0		0		0		0		#DIV/0!	
Plumbing Inspections	48		41		228		171		33%	
Mechanical Inspections	25		14		97		74		31%	
Code Inspections	156		141		900		674		34%	
Nuisance Inspections	91		82		295		376		-22%	
Business License Inspections	8		6		37		30		23%	
TOTAL INSPECTIONS	501		431		2529		2,001		26%	

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: Jan 1, 2024 - Jan 31, 2024
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401		
Physical Address: 901 NORTH ELM, ROLLA, MO 65401		County: Phelps County
Telephone Number: (573)3648590		Fax Number:
Prepared by: RELAUUN SMITH		E-mail Address:
Municipal Judge: James T. Crump		

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	17	1,064	191
B. Cases (citations/informations) filed	0	216	0
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	4	30	8
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	111	0
6. dismissed by court	0	2	1
7. <i>nolle prosequi</i>	1	196	3
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	339	12
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	12	941	179
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)	<u>IV. PARKING TICKETS</u>
1. # Issued during reporting period	32
2. # Served/withdrawn during reporting period	170
3. # Outstanding at end of reporting period	924
<input type="checkbox"/> Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Jan 1, 2024 - Jan 31, 2024
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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	\$2,351.50	Court Automation	\$570.31
Clerk Fee - Excess Revenue	\$353.02	DO NOT USE (Brd Bill-Dft)	\$80.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.88	Law Enf Arrest-Local	\$189.00
		Overpayment-E/R	\$4.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$843.81
Total Excess Revenue	\$2,715.40	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9,060.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$0.00
		Total Disbursements	\$9,060.00
Fines - Other	\$3,664.00		
Clerk Fee - Other	\$624.65		
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	\$81.47		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$580.90		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$19.27		
Law Enforcement Training (LET) Fund surcharge	\$166.00		
Domestic Violence Shelter surcharge	\$164.50		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$200.00		
Total Other Revenue	\$5,500.79		

Rolla Police Department Monthly Report
YTD 2024

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	2023 YTD	% Increase
Abandoned/Recovered Property	10												10	11	-9.09%
Abandoned Vehicle	15												15	26	-42.31%
Accident - Fatality	0												0	0	#DIV/0!
Accident - Injury	17												17	11	54.55%
Accident - Leave The Scene	13												13	5	160.00%
Accident - No Injury	54												54	40	35.00%
Accident - Private Property	23												23	22	4.55%
Accident - Road Blocked	4												4	7	-42.86%
Adult Abuse	0												0	1	-100.00%
Alarm LE	98												98	68	44.12%
Animal Bite/Attack	1												1	2	-50.00%
Animal Control	94												94	93	1.08%
Arson	0												0	0	#DIV/0!
Assault	6												6	14	-57.14%
Assist Agency Non-LEA	85												85	81	4.94%
Assist Citizen	13												13	6	116.67%
Assist LEA	4												4	10	-60.00%
Assist Motorist	35												35	25	40.00%
Bomb Threat	0												0	0	#DIV/0!
Building Lockout	1												1	1	0.00%
Burglary	2												2	11	-81.82%
Business/Building Check	251												251	205	22.44%
Call for Police	35												35	61	-42.62%
Check Well Being	96												96	97	-1.03%
Child Abuse	2												2	1	100.00%
Child Exploitation/Pornography	0												0	2	-100.00%
Confidential Investigation	0												0	0	#DIV/0!
Conservation Violation	0												0	0	#DIV/0!
Court	12												12	10	20.00%
Crossing Guard (Officer coverage)	4												4	5	-20.00%
CWB 911 Hangup	169												169	209	-19.14%
Death	2												2	1	100.00%
Destruction of Property	11												11	15	-26.67%
Disturbance-Fireworks	0												0	0	#DIV/0!
Disturbance-Liquor	1												1	2	-50.00%
Disturbance-Other	44												44	71	-38.03%
Domestic Violence	37												37	25	48.00%
Driving While Intoxicated	6												6	6	0.00%
Drown/Water Rescue	0												0	0	#DIV/0!
Drug Paraphernalia	5												5	6	-16.67%
Escape	0												0	0	#DIV/0!
Escort - Bank	0												0	0	#DIV/0!
Escort - Courtesy	8												8	12	-33.33%
Escort - Funeral	16												16	12	33.33%
Exparte Violation	4												4	14	-71.43%
Field Interview	37												37	49	-24.49%
Fight	0												0	5	-100.00%
Fingerprints	7												7	0	#DIV/0!
Follow-up	87												87	117	-25.64%
Foot Patrol	0												0	0	#DIV/0!
Forgery-Counterfeiting	1												1	1	0.00%
Found Body	0												0	0	#DIV/0!
Fraud - Checks/Credit Card	13												13	14	-7.14%
Harassment	18												18	30	-40.00%
Identity Theft	1												1	3	-66.67%
Information Request	258												258	331	-22.05%
Intoxicated Person	4												4	6	-33.33%
Jail Incident	0												0	0	#DIV/0!
Juvenile Complaint	8												8	9	-11.11%
Keep the Peace/Standby	15												15	9	66.67%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Kidnapping	0												0	2	-100.00%
Leave without Pay	0												0	0	#DIV/0!
Liquor Violation	0												0	0	#DIV/0!
Littering/Dumping	1												1	4	-75.00%
Loitering	7												7	2	250.00%
Lost or Stolen Property	9												9	7	28.57%
Loud Noise Complaint	20												20	24	-16.67%
Malicious Mischief	0												0	1	-100.00%
Mental Health	22												22	28	-21.43%
Missing Person	10												10	4	150.00%
Murder	0												0	0	#DIV/0!
Narcotics Violation	14												14	14	0.00%
Negotiation Callout	0												0	0	#DIV/0!
No Business License	0												0	0	#DIV/0!
Open Door	6												6	7	-14.29%
Other	0												0	0	#DIV/0!
Overdose	10												10	8	25.00%
Paper Service	27												27	14	92.86%
Prisoner Transport	1												1	8	-87.50%
Property Damage-Non Criminal	0												0	1	-100.00%
Prostitution	0												0	0	#DIV/0!
Prowler	4												4	1	300.00%
Public Indecency	1												1	0	#DIV/0!
Public Relations	5												5	3	66.67%
Pursuit	0												0	0	#DIV/0!
Rape/Sexual Assault	3												3	2	50.00%
Robbery	0												0	2	-100.00%
Runaway	5												5	7	-28.57%
Search Warrant	1												1	2	-50.00%
Vacation/Security Check	20												20	18	11.11%
Selective Enforcement	0												0	0	#DIV/0!
Sewer Alarm	0												0	0	#DIV/0!
Sex Offenses	0												0	3	-100.00%
Shots Fired	2												2	0	#DIV/0!
Soliciting	1												1	2	-50.00%
Stabbing	0												0	0	#DIV/0!
Stabbing or Shooting with Injury	0												0	2	-100.00%
Stalking	1												1	3	-66.67%
Stealing	47												47	61	-22.95%
Stolen Vehicle	9												9	9	0.00%
Suicide	0												0	0	#DIV/0!
Suspicious Activity	60												60	100	-40.00%
Suspicious Package/Item	0												0	1	-100.00%
SWAT Callout	0												0	0	#DIV/0!
Tampering	5												5	4	25.00%
Telephone Harassment	15												15	6	150.00%
Tow Sticker Expired	11												11	17	-35.29%
Traffic Complaint	113												113	109	3.67%
Traffic Stop	199												199	401	-50.37%
Trespassing	22												22	56	-60.71%
Try to Contact	23												23	6	283.33%
Vehicle Identification	34												34	35	-2.86%
Vehicle Lockout	0												0	2	-100.00%
Vehicle Repossession	6												6	8	-25.00%
Veterinary Call	1												1	3	-66.67%
Weapons Violation	1												1	3	-66.67%
Totals	2,343	0	2,343	2,752	-14.86%										

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	1	0	1	5	28	6	0	41	
YTD 2024	0	1	0	1	5	28	6	0	41	
2023	0	8	6	55	82	513	56	5	725	-9.60%
2022	0	7	6	94	119	528	44	4	802	-1.11%
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	#REF!

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	11	3	1
YTS 2024	11	3	1
2023	111	38	8

ANIMAL CONTROL MONTHLY TOTALS

January 2024

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly	2024	2023
	Domestic				Total	YTD Total	YTD Total
City of Rolla	19	3	0	8	30	30	28
Rolla Area Rural Areas))	0	1	0	0	1	1	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	19	4	0	8	31		
2024 YTD Total	19	4	0	8		31	
2023 YTD Total	17	3	0	11			31
Total Phelps County	0	1	0	0	1	1	3

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly	2024	2023
	Domestic				Total	YTD Total	YTD Total
Animals Adopted ①	12	1	0	0	13	13	6
Animals Claimed	7	0	0	0	7	7	9
Euthanized(III/Injured)	2	1	0	0	3	3	1
Euthanized(Dangerous)	1	0	0	0	1	1	2
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	2	0	8	10	10	11
Transferred to Rescue ③	0	0	0	0	0	0	0
Wildlife Relocated	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Monthly Total	22	4	0	8	34		
2024 YTD Total	22	4	0	8		34	
2023 YTD Total	15	3	0	11			29

ADDITIONAL STATISTICS

	Monthly	2024	2021	
	Total	YTD Total	YTD Total	
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%	
PR Programs	0	0	1	
Calls for Service	94	94	75	
Written Warnings	0	0	0	
Citations	0	0	0	
Total Incinerator Hours	0	0	0	



**FINANCIAL STATEMENT
JANUARY 2024**

RECEIPTS:		
Electric, Water, Tax, Sewer and Refuse Charge	\$4,075,160.39	
Accounts Receivable - Miscellaneous	\$39,461.02	
Customer's Deposits - Refundable	\$31,960.20	
Misc Non-Operating Revenue	<u>\$2,380.04</u>	
Total Receipts	\$4,148,961.65	
FSCB ICS Sweep Account Interest (December 31, 2023)	\$219,423.89	
FSCB General Fund Account Interest (December 31, 2023)	\$6,780.39	
FSCB Electronic Payment Account Interest (December 31, 2023)	\$2,504.61	
PCB Super-Now Account Interest (December 31, 2023)	\$0.07	
CEDARS - CD's Interest (December 31, 2023)	\$38,704.03	
Public Utility Cash In Bank (December 31, 2023)	<u>\$31,977,642.22</u>	
Total Receipts and Cash In Bank		<u>\$36,394,016.86</u>

DISBURSEMENTS:		
Power Purchased	\$1,705,511.86	
Operating Expenses	\$201,441.91	
Administrative and General Expenses	\$126,620.87	
Payroll	\$210,903.14	
Capital Expenditures	\$3,942.58	
Construction in Progress	\$15,891.28	
Stock Purchases (Inventory)	\$184,485.61	
Balance of Customer's Deposits after Finals	\$20,574.85	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$16,480.35	
Support Payments	\$1,142.78	
457 Plan Employee Contributions	\$13,258.44	
Flexible Spending Account Contributions	\$1,191.62	
U.S. Withholding Tax	\$26,857.25	
Missouri Dept. of Revenue (Sales Tax)	\$42,182.54	
Missouri Dept. of Revenue (Income Tax)	\$9,700.00	
First State Community Bank (Social Security)	\$42,211.54	
Sewer Service Charge	\$433,763.95	
Refuse Service Charge	\$221,150.70	
PILOT to City of Rolla	\$122,543.86	
City Right-of-Way Manager	\$35,186.40	
Utility Incentives	\$0.00	
Unclaimed Deposits to State	\$0.00	
Primacy Fees	\$0.00	
Void General Fund Check:	<u>\$0.00</u>	
	\$3,435,041.53	
Cash in Bank (January 31, 2024)	<u>\$32,958,975.33</u>	
Total Disbursements and Cash In Bank		<u>\$36,394,016.86</u>

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:		
Citizens Bank of Newburg, Ck#1294 for \$62.26		\$2,000.00
First State Comm Bk-Electronic Payment Account, Ck#1088 for \$2,474,331.9		\$207,441.20
First State Comm Bk-General Fund, Cks #37774-37929 for \$3,435,041.53		\$4,311,633.37
First State Comm Bk-ICS Sweep Account and Certificates of Deposit		\$291,865.09
PCB-Super Now, Ck #26377 for \$3,698.17		\$8,452.67
Town & Country Bank, Ck #1283 for \$3,148.77		<u>\$2,000.00</u>
Total Public Utility Accounts		<u>\$4,823,392.33</u>

ELECTRIC RESERVES:		
Money Market Account	\$10,195,583.00	Partially Funded
Rate Stabilization Fund	<u>\$240,000.00</u>	Partially Funded
Total Electric Reserves	\$10,435,583.00	

RESTRICTED ELECTRIC RESERVES:		
Money Market Account	<u>\$14,151,791.00</u>	FY21 Funded
Total Electric Reserves	\$14,151,791.00	

WATER RESERVES:		
Money Market Account	\$2,866,910.00	Fully Funded
Rate Stabilization Fund	<u>\$681,299.00</u>	Partially Funded
Total Water Reserves	\$3,548,209.00	

TOTAL RESERVES: \$28,135,583.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: \$32,958,975.33

* Benchmark:		
Electric Reserves:	\$12,083,862.00	
Electric Rate Stabilization:	\$3,020,966.00	
Water Reserves:	\$2,866,910.00	
Water Rate Stabilization:	\$716,727.00	
	<u>\$18,688,465.00</u>	



STATISTICS

January 2024

PRODUCTION

Date of Demand	01/16/2024
Time of Demand	08:00 AM
Billing Demand	77.6 MWH
kWh Purchased	36,696,500
Total Cost	\$2,612,887.62
Cost per kWh	0.071203
Load Factor	63.6%

Pumped #2 Well	0
Pumped #3 Well	1,050,000
Pumped #4 Well	1,480,000
Pumped #5 Well	1,478,000
Pumped #6 Well	2,701,000
Pumped #7 Well	6,000
Pumped #8 Well	303,000
Pumped #9 Well	1,768,000
Pumped #10 Well	3,123,000
Pumped #11 Well	4,586,000
Pumped #12 Well	2,499,000
Pumped #13 Well	5,278,000
Pumped #14 Well	7,053,000
Pumped #15 Well	1,854,000
Pumped #16 Well	4,353,000
Pumped #17 Well	3,353,000
Pumped # 1 Ind Park Well	2,757,000
Pumped # 2 Ind Park Well	2,136,000
Pumped # 3 Ind Park Well	3,419,000
Total Gallons	49,197,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,090	6,433
Residential - Three Phase	22	20
Commercial - Single Phase	973	520
Commercial - Three Phase	500	317
Power Service	103	89
Industrial	7	2
Area Lighting	16	7
Street Lighting	26	1
Missouri S&T		5
PWSD #2		605
Total	9,737	7,999

ELECTRIC SALES

Residential - Single Phase kWh	9,949,960
Residential - Three Phase kWh	97,705
Commercial - Single Phase kWh	1,345,167
Commercial - Three Phase kWh	2,948,375
Power Service kWh	5,600,380
Industrial kWh	5,069,710
Area Lighting kWh	7,630
Street Lighting kWh	33,086
Rental Lights kWh	78,141
Total kWh Sold	25,130,154
Demand kW	26,148
Revenue	\$2,309,600.19
Monthly Loss	31.52%
Fiscal Year to Date Loss	15.50%

WATER SALES

Residential - Single Phase Gallons	21,594,000
Residential - Three Phase Gallons	164,000
Commercial - Single Phase Gallons	4,646,000
Commercial - Three Phase Gallons	3,644,000
Power Service Gallons	7,159,000
Industrial Gallons	3,227,000
Missouri S&T Gallons	1,534,000
PWSD #2 Gallons	1,492,000
Total Gallons Sold	43,460,000
Revenue	\$266,940.95
Pumping Cost, Electric	\$32,893.03
Monthly Unidentified Loss	7.07% **
Fiscal Year to Date Unidentified Loss	6.21% ***

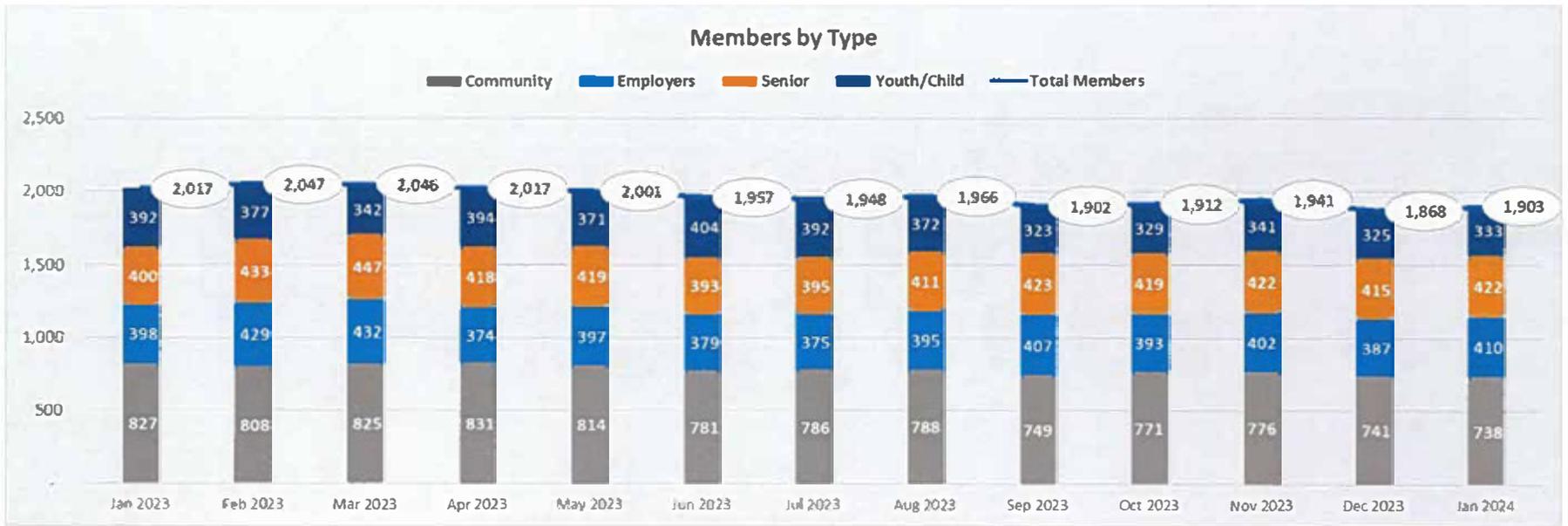
PILOT	\$131,555.71
Sewer Service Charge	\$359,834.84
Refuse Service Charge	\$247,158.90

Gross Payroll \$300,555.90

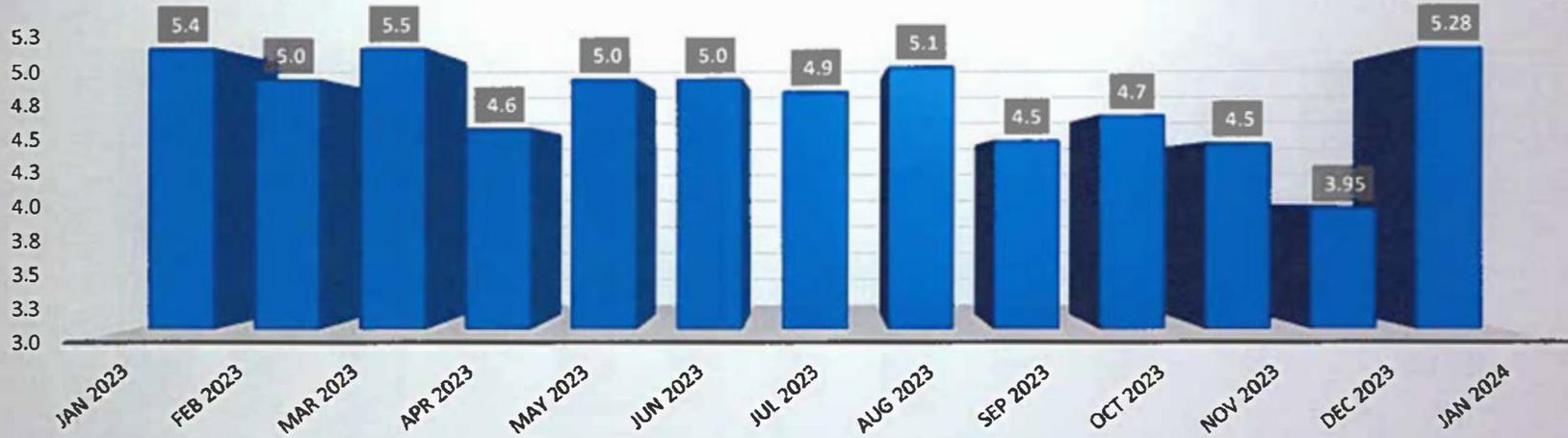
** Loss includes 2,260,000 gallons per water main flushing records.
 *** FY loss includes 14,388,300 gallons per water main flushing records.

The Centre Rolla's Health & Recreation Complex
Income Statement
For the 4 Months Ending
January 31, 2024

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	148	221	-33%	170	394	644	-39%	497
Net New & Reactivated Bridge/Freezes	(18)	(7)	-157%	(7)	(26)	(43)	40%	(43)
Cancelled	95	92	-3%	147	367	350	-5%	495
Net	35	122	-71%	16	1	251	-100%	(41)
Total Members	1,903	2,175	-13%	2,017	1,903	2,175	-13%	2,017
Revenues								
Rental & Other:								
Conference Room & Other Rental	\$410	\$500	(\$90)	\$160	\$1,570	\$2,000	(\$430)	\$1,155
	410	500	(90)	160	1,570	2,000	(430)	1,155
Member Services:								
Membership Dues	58,339	68,404	(10,065)	60,492	230,277	255,860	(25,583)	221,089
Guest Fees	9,293	8,000	1,293	8,569	23,953	32,000	(8,047)	24,781
Locker Rent	150	75	75	37	553	300	253	227
	67,782	76,479	(8,697)	69,099	254,783	288,160	(33,377)	246,097
Fitness:								
Enrollment Fees/Health Assessments	2,104	5,520	(3,416)	793	5,813	16,090	(10,277)	2,682
Special Programs	60	100	(40)	416	450	400	50	2,416
	2,164	5,620	(3,456)	1,208	6,263	16,490	(10,227)	5,098
Ancillary:								
Swim Programs	8,086	11,000	(2,914)	12,730	22,901	44,000	(21,099)	30,999
General Medical Integration	892	1,485	(593)	447	2,032	4,455	(2,423)	1,488
Recreation	6,495	8,000	(1,506)	10,668	20,633	32,000	(11,368)	29,888
Café	983	1,250	(267)	342	3,640	5,000	(1,360)	1,426
Pro Shop	73	400	(327)	42	345	1,600	(1,255)	229
Personal Training	5,768	7,831	(2,063)	7,262	23,497	29,684	(6,187)	27,816
Children's Area	2,471	3,000	(529)	2,789	9,448	12,000	(2,552)	11,239
	24,768	32,966	(8,198)	34,279	82,496	128,739	(46,243)	103,085
Total Revenue	95,123	115,565	(20,442)	104,746	345,112	435,389	(90,277)	355,434
Expenses								
Salaries & Burden	82,847	97,193	14,346	97,914	345,011	387,162	42,151	383,187
Other Employee Expenses	1,691	2,000	309	3,127	12,971	8,000	(4,971)	8,934
General Supplies & Services	189	642	453	1,101	1,774	2,568	794	3,780
Environmental Supplies	400	1,500	1,101	784	2,424	6,000	3,576	8,285
Cost of Goods Sold	942	905	(37)	0	2,395	3,620	1,225	1,161
Minor Equipment	1,377	817	(560)	586	3,546	3,268	(278)	4,584
Repairs & Maintenance	5,631	3,100	(2,531)	15,776	28,741	12,400	(16,341)	22,806
Service Contracts & Licenses	8,072	9,162	1,090	6,433	33,550	36,648	3,098	24,971
Marketing & Collateral	3,963	5,600	1,637	6,092	20,603	22,400	1,797	26,127
Utilities	15,808	15,625	(183)	14,556	58,922	62,500	3,578	59,292
Bank Fees & Miscellaneous	3,293	3,579	286	3,511	13,258	14,316	1,058	11,517
Other Taxes & Fees	1,256	71	(1,185)	1,558	1,256	284	(972)	1,608
Total Expenses	125,469	140,194	14,725	151,436	524,450	559,166	34,716	556,252
Net Operating Income	(30,346)	(24,629)	(5,717)	(46,690)	(179,338)	(123,777)	(55,561)	(200,817)
Management Fees	8,000	10,000	2,000	8,000	35,000	40,000	5,000	32,000
Net Income (Loss)	(\$38,346)	(\$34,629)	(\$3,717)	(\$54,690)	(\$214,338)	(\$163,777)	(\$50,561)	(\$232,817)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$6,016	\$5,170	\$846	\$8,696	\$11,502	\$20,680	(\$9,178)	\$13,469
Recreation (Net)	\$3,793	\$5,800	(\$2,007)	\$8,799	\$11,370	\$23,200	(\$11,830)	\$22,046
Café (Net)	\$534	\$625	(\$91)	\$342	\$1,882	\$2,500	(\$618)	\$521
Pro Shop (Net)	(\$420)	\$120	(\$540)	\$42	(\$292)	\$480	(\$772)	(\$28)
Personal Training (Net)	\$1,429	\$3,132	(\$1,703)	\$2,419	\$5,489	\$11,874	(\$6,385)	\$9,356
Children's Area (Net)	\$898	\$844	\$54	(\$168)	\$2,856	\$3,376	(\$520)	\$929
Total Ancillary Services Net Income (Loss)	\$12,249	\$15,691	(\$3,442)	\$20,130	\$32,807	\$62,110	(\$29,303)	\$46,294



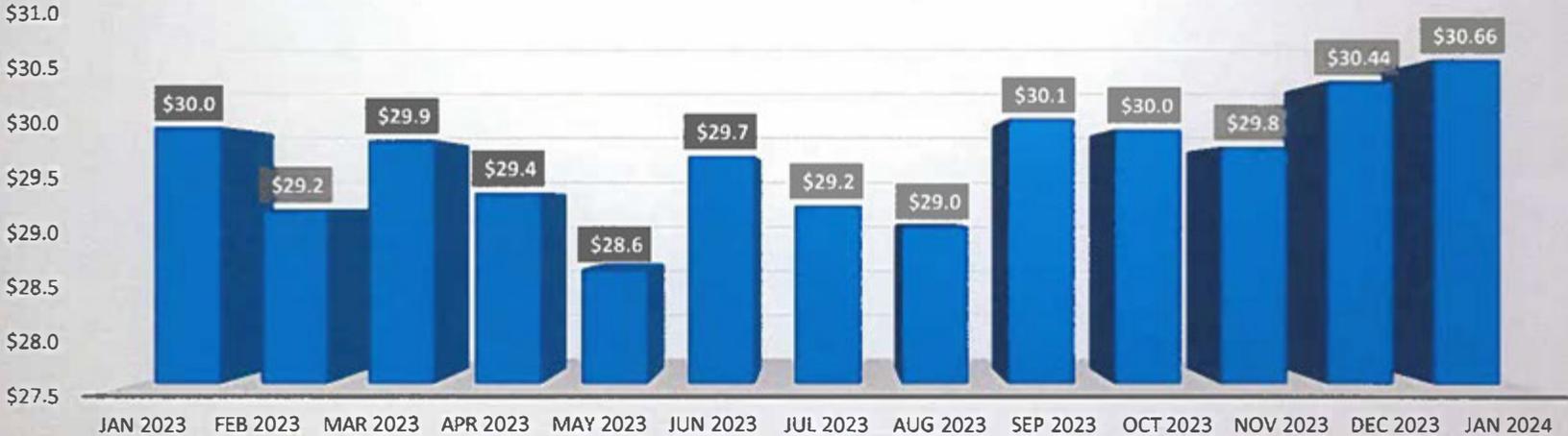
Average Visits per Member



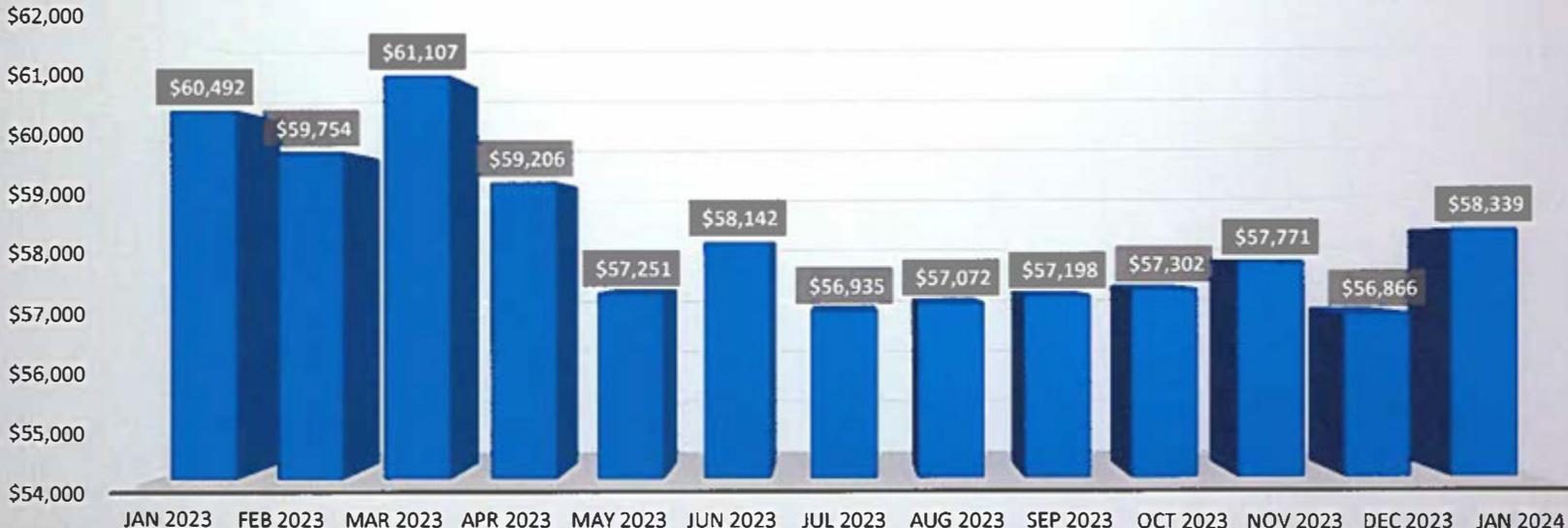
Revenues vs Operating Expenses

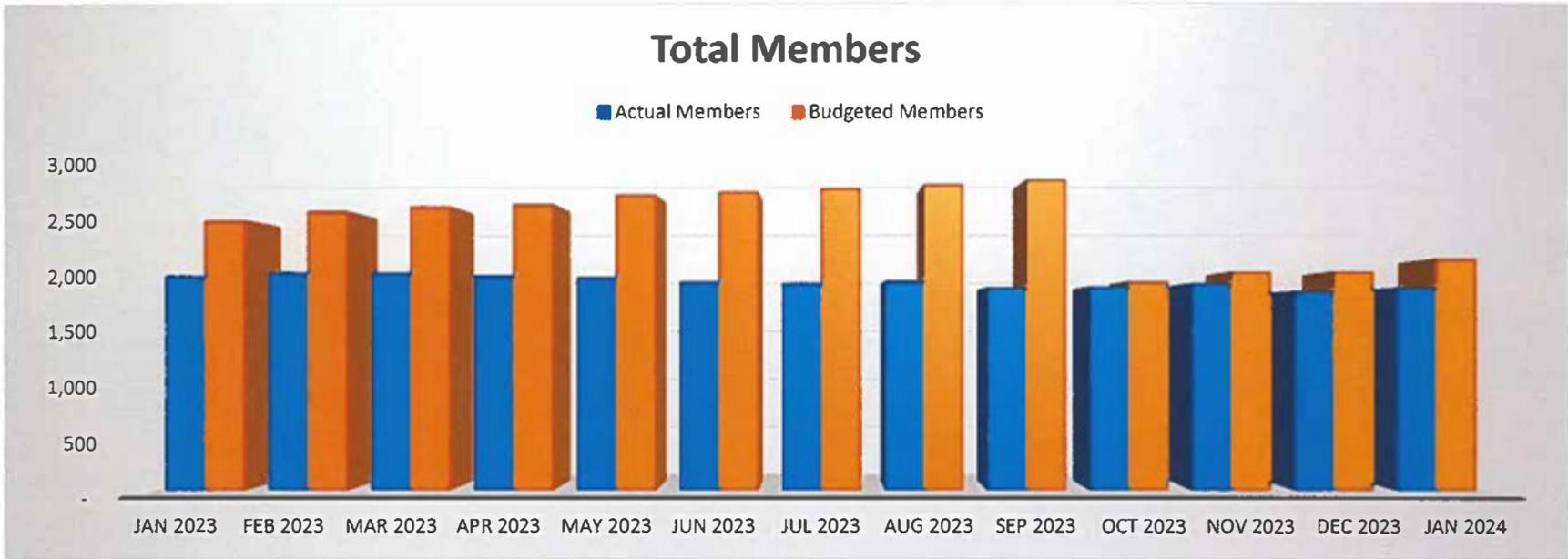


Average Dues per Billable Member



Membership Dues Revenue





Schmidt asks if the applicant needs to file anything with the city in order to connect to Gale Street? **Coots** states that the applicant would only need to submit construction plans to the Public Works Department.

Schmidt asks if this would affect the access of the residence to the north of the property? **Coots** states that it will actually improve their access.

Chirban asks **Coots** to give more of an explanation on the north property line adjustment. **Coots** states with our new zoning code it is administrative. Basically it’s an exhibit that shows where we are moving the lot line to and we will record deeds with the changes.

Schmidt opens the public hearing.

Todd Selman, residing at 16895 Lakeside Drive, Newburg, Missouri. States that he works for the Patel family. His company Edge Research Development designed the plans to turn this hotel into apartments. Mr. Selman explains his plans to the Commission.

Schmidt closes the public hearing.

Chirban asks if there is enough parking to ensure that guests wouldn’t be parking on public streets or other business parking lots. **Coots** states that the plan shows at least 1 space per unit, so each unit can have a car, and the applicant owns the property to the north, so if they find that they need more parking they will build more parking.

Following some discussion **Schmidt** entertains a motion for a roll call vote.

A motion was made by Don Morris, seconded by Monte Shields, to recommend the approval of the PUD with the conditions that the north property line be adjusted by Lot Line Adjustment, or adequate cross-access/parking/easement be provided for the parking to cross the plotted line. A roll call vote on the motion showed the following: Ayes: Chirban, Crider, Jordan, Martin, Morris, and Shields. Nays: None. Absent: Anderson and Davis. The motion passes.

V. OLD BUSINESS: NONE

VIII. OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE OR STAFF:

1. Presentation on 2023 activity and planned 2024 Community Development Department goals.

2. Update on Comprehensive Plan

IX. CITIZEN COMMENTS: NONE

**Meeting adjourned: 6:22 p.m.
Minutes prepared by: Cindy Brown**

NEXT MEETING: Tuesday, March 12, 2024



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): to apply a Planned Unit Development overlay to property zoned C-2, General Commercial at 127 H-J Drive

(PUD24-01)

MEETING DATE: March 4, 2024

Application and Notice:

Applicant/Owner - Akashkuman Patel on behalf of Krishnavilas 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 redevelop the property for multi-family development, with some commercial space. The property was formerly the Howard Johnsons Motel. The property has been vacant for several years. The applicant has spent several years attempting to find a feasible use for the property. The applicant has decided the best use for the property is to reuse the existing structure and convert the former motel rooms into apartments and use a portion of the building and property for commercial uses.

The C-2, General Commercial district does allow for mixed-uses and does allow for multi-family uses. However, in both cases, the maximum density permitted is 26 units per acre. The proposed development would have 91 dwelling units and about 2600 sq. ft. of commercial area. The commercial is intended to allow any use in the C-2 district, but the applicant intends to use much of the commercial space for a coin laundry business space. No expansion of the building itself is proposed.

Property Details:

Current zoning - C-2, General Commercial
Current use - Vacant/former motel
Proposed use - Multi-family and commercial
Land area - 2 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on H-J Drive, a private drive with an access easement, which provides access to Hwy 72. The property also has frontage to ROW for Gale Drive, a local street, but the access has not yet been built. Connection to Gale Drive is proposed with the development. The property also has frontage on I-44, but no direct access.

Sidewalks - No sidewalks are located adjacent to the property. The property does not have frontage along a public street, other than I-44. Sidewalks may not be needed in this area.

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 idea of using the property for mixed-uses is permitted in the underlying zoning district. The issue is the density allowed. The project is proposed to meet all other zoning and development requirements. The C-2 district allows a maximum density of 26 units per acre, which would allow for 52 units. The applicant proposes to convert the existing building into 91 one-bedroom apartments, equal to about 45 units per acre.

Mostly the existing motel rooms would be converted into the apartment units. A few spaces, like the former indoor pool and unneeded stairwells would also be converted into units. The former motel had 80 rooms.

The project would include 100 parking spaces. The zoning code would only require a total of about 85 parking spaces, however, the applicant would provide additional parking since the property is not located close enough to the university to allow many residents to walk/bike. Most residents will likely have a car.

The multi-family use should not generate much different traffic numbers than the former motel use. The applicant plans to connect to Gale Drive to allow a second means of access. This would also allow residents to avoid the Hwy 72/I-44 area.

Renovations and reuse of this long neglected and unused property would have a positive impact on the immediate area. The existing building has been a nuisance for many years, attracting vagrants and vandals to the area.

The zoning code was recently revised and made major changes to the processes for PUD's. The Planning and Zoning Commission and City Council review the "Preliminary" PUD and may approve an ordinance to apply a PUD overlay on top of the existing underlying C-2 zoning. The approval would grant the right to use the property as shown on the site plan and in the PUD report, subject to any approved conditions of approval. The applicant would then be able to prepare the development plans.

The applicant would then submit a "Final" PUD plan for staff approval. Staff would review for any changes from the approved plan and determine if the changes are not substantial or substantial. If no substantial changes are proposed, the development may proceed. If any substantial changes are found, the applicant submit an application to amend the PUD with review and approval from the Planning and Zoning Commission and City Council.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on February 13, 2024 and voted 5-0 to find the request meets the criteria for approval; recommend approval of the PUD overlay with the condition that the north property line be adjusted by a Lot Line Adjustment subdivision application, or adequate cross-access/parking agreements or easements be created to allow for the parking to cross the platted lot line.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter, Application, PUD Report, Preliminary Development Plan, Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 127 H-J DRIVE TO APPLY A PUD, PLANNED UNIT DEVELOPMENT OVERLAY TO PROPERTY ZONED C-2, GENERAL COMMERCIAL

(PUD24-01)

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 February 13, 2024 and recommended the City Council approve the rezoning of the subject property with conditions to be met prior to final approval; and

WHEREAS, the Rolla City Council, during its February 20, 2024 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 Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by applying a PUD, Planned Unit Development overlay zoning classification to the following property situated within the City of Rolla, Missouri, described as follows:

Metha Estates, Lot 2, Rolla, Phelps County, Missouri

SECTION 2: The PUD approval includes the PUD Report and Preliminary PUD Development Plan as submitted, which shall govern the land use and development of the subject property in addition to the underlying zoning district.

SECTION 3: Approval of the ordinance is subject to the condition that the north property line be adjusted by a Lot Line Adjustment subdivision application, or adequate cross-access/parking agreements or easements be created to allow for the parking to cross the platted lot line.

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 4TH DAY OF MARCH, 2024.

APPROVED:

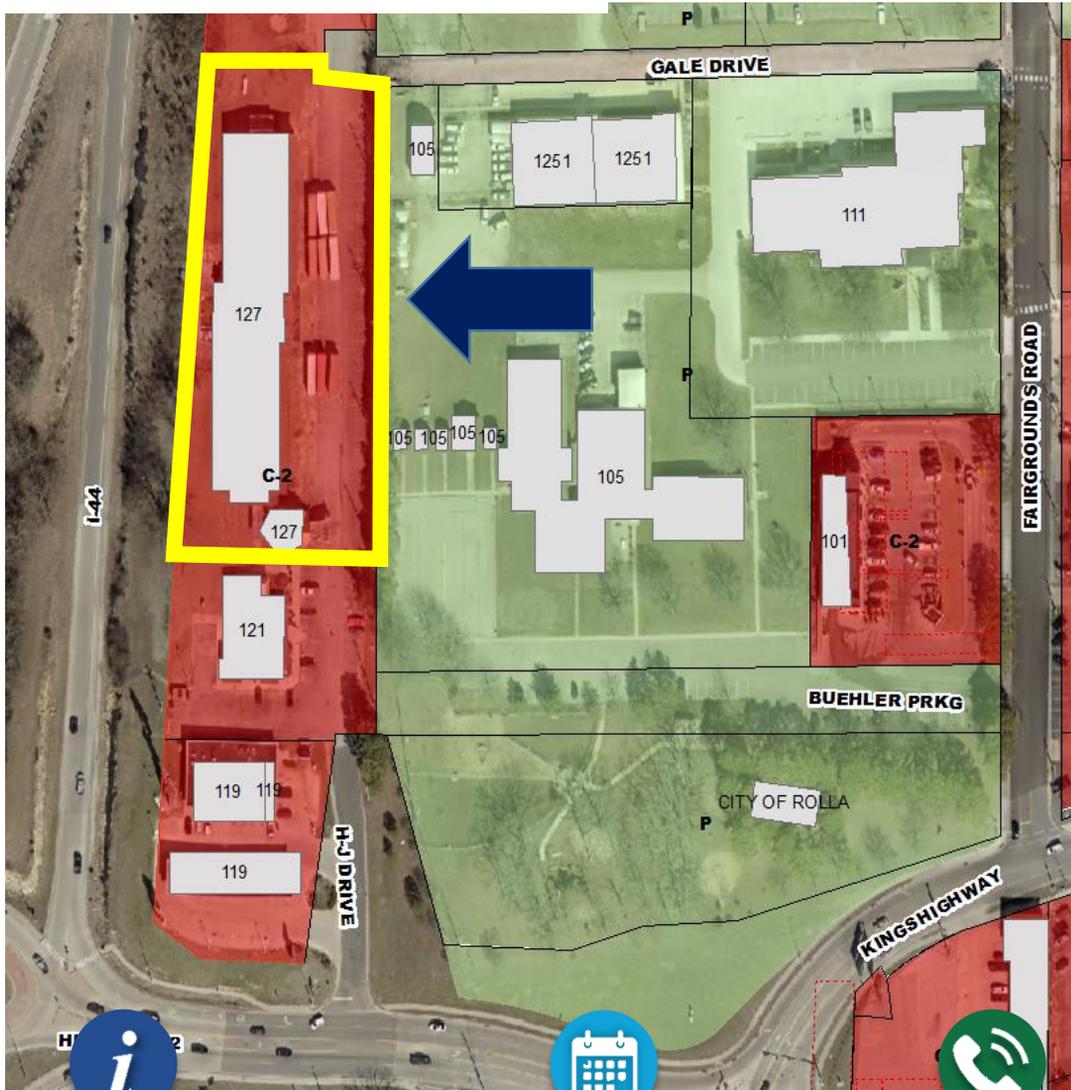
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: PUD24-01
 Location: 127 H-J Drive
 (Old Howard Johnsons Motel)
 Applicant: Jaden Gurney
 Request:
 Rezoning to apply PUD, Planned Unit
 Development overlay to property zoned C-2,
 General Commercial for a mixed-use
 development

Public Hearings:

Planning and Zoning
 Commission
February 13, 2024
5:30 PM
 City Hall: 1st Floor

 City Council
February 20, 2024
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

IV.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 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 a PUD (Planned Unit Development)?

A PUD (Planned Unit Development) is a special zoning overly district that may be applied to a property. The approval includes a site plan. Use of the property is limited to the uses approved in the ordinance and site plan.

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

Metha Estates, Lot 2,
Rolla, Phelps County,
Missouri



R-231971

COMMUNITY DEVELOPMENT

901 North Elm St
P.O. Box 979
Rolla, MO 65402
Fax: 573-426-6978

City of ROLLA



573-364-5333

www.rollacity.org/comdev

LAND USE APPLICATION

Contact Information:

Property Owner:

Akashkumar Patel

Name(s)

1502 Timberlane CT

Mailing Address

Rolla, MO 65401

City, State, Zip

417-686-0660

Phone

Patelakash@hotmail.com

Email

Agent/Applicant (If Different Than Property Owner):

Name

Mailing Address

City, State, Zip

Phone

Email

Property/Request Information:

Request:

- Rezoning
- Planned Unit Development
- Conditional Use Permit
- Voluntary Annexation

127 Howard Johnson drive
Property Address/Location Rolla, MO 65401

C2 to PUD
Property Zoning (Current and Proposed)

Proposed Development/Project/Amendment

APPLICATION CHECKLIST:

City Staff Verifies

Completed Application Form

Agent Letter (If Applicable)

Filing Fee - \$375 (Rezoning); \$600 (PUD); \$450 (Conditional Use Permit); \$600 (Annexation)

Legal Description (Unplatted and Irregular Lots Only)

Site Plan (If Applicable)

Letter of Request/Project Report/Notarized Petition (Annexation) (If Applicable)

OFFICE USE ONLY:

PUD
Case No: 24.01

DRC Meeting Date: 1.16.24

PZ Hearing Date: 2.13.24

Submission Date: 1.12.24

Advertise By: 1.25.24

CC Hearing Dates: 2.20/3.4

INFORMATION:

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

1. Consistency with the intent of the Rolla Comprehensive Plan;
2. Changed or changing conditions that make the proposed rezoning necessary or desirable;
3. Compatibility of allowed uses with the uses permitted on other property in the immediate vicinity;
4. Reasonably viable economic use of the subject property; and
5. Relevant information submitted at the public hearing.

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

1. Criteria for rezoning (above);
2. Adequacy of existing utility services and facilities or ability to provide utilities and facilities;
3. Impact upon vehicular and pedestrian traffic safety;
4. Whether the intent and goals of the Planned Unit Development requirements are met (See 42.260); and
5. Relevant information submitted at the public hearing.

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

1. Consistency with the intent of the Rolla Comprehensive Plan;
2. Compatibility of the proposed use, scale, and location with uses in the immediate vicinity;
3. Adequacy of existing utility services and facilities or ability to provide utilities and facilities;
4. Whether reasonable conditions may be imposed to mitigate any impacts to the immediate vicinity;
5. Impact upon vehicular and pedestrian traffic safety; and
6. Relevant information submitted at the public hearing.

Annexation are reviewed to meet the following criteria:

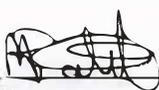
1. Conformity with the minimum statutory requirements;
2. Consistency with the Rolla Comprehensive Plan;
3. Adequacy of existing utility, city services, and facilities or ability to provide utilities, services, and facilities; and
4. Relevant information submitted at the public hearing.

Acknowledgement and Authorization:

The owner(s) understand and agree that the application will be placed on hold until a complete application and all required items on the checklist are received. The owner(s) understand and agree to permitting employees of the City of Rolla to enter the subject property for purposes of posting a yard sign(s), retrieving the yard sign(s), taking photographs of the property/building(s), and investigating the property for pertinent information related to the request. Should ownership of the property change after the application is submitted, authorization is required from the new owner to continue with the review of the request, or the request will be withdrawn from consideration. The undersigned understands that a full refund may be issued if the request is withdrawn within three (3) business days after the application; a partial refund may be considered if the request is withdrawn prior to the hearing.

Property Owner(s):

Applicant/Agent (If Different From Owner)

 Akash Kumar Patel

Sign

Print

Sign

Print

Sign

Print

Sign

Print

PRELIMINARY PUD REPORT

Existing Building Renovation

for AMP Hospitality LLC
127 Howard Johnson Drive
Rolla, Missouri 65401

February 6, 2024

1) PARTIES INVOLVED:

APPLICANT: AMP Hospitality LLC
127 Howard Johnson Drive
Rolla, Missouri 65401

ARCHITECT: j. rogers architecture, inc.
125 W Springfield St.
St. James, MO 65559

MECH/ELECT ENGINEER: Sandin Engineering
2989 State Hwy. 25
Jackson, Missouri 63755

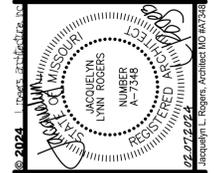
2) PROJECT DESCRIPTION:

This project intends to repurpose the existing previous Howard Johnson Hotel building into a new multi-family housing complex. The hotel contained eighty (80) sleeping units with exterior balconies/patios, an interior corridor, interior swimming pool, laundry area with meeting room above, various utility areas, and three (3) stairwells. The design will extend all sleeping rooms out to the existing balconies and inward to encompass the interior corridor to increase the unit sizes to create 1-bedroom housing units. The pool will be filled, and a 2nd floor structure added to create six 1-bedroom units. The meeting room and adjacent stair will be divided into three 1-bedroom units. The south interior stair will be removed, and new 1-bedroom units will be created from those spaces. The laundry will be changed to a coin-operated laundry. A new balcony will encircle the building with four (4) new exit stairs from the upper level. The lower level will have covered patios below at each unit. Four new vertical fascia walls with roofs will be added on the wings of the east façade and at the center of the east facade to add depth and interest to the structure. Parking will be added on the north and south ends of the building. The existing A-frame office structure will be removed. This remodel will create a total of ninety-one (91) housing units.

3) ZONING DIFFERENCES:

The property is currently zoned C2 which allows for a maximum of 26 housing units per acre. The site is 2.00 acres allowing for 52 housing units. The increased number of housing units will allow more revenue to make the renovation of this ±44,000 square foot project feasible.

IV.A.9



REVISION:

REVIEW COPY: 07 FEBRUARY 2024 NOT FOR CONSTRUCTION
 j. rogers architecture, inc. 125 W. Springfield St., P.O. Box 403, St. James, MO 65557, 573-265-6576

BUILDING REMODEL
 for AMP HOSPITALITY
 ROLLA, MO 65401, PHELPS COUNTY

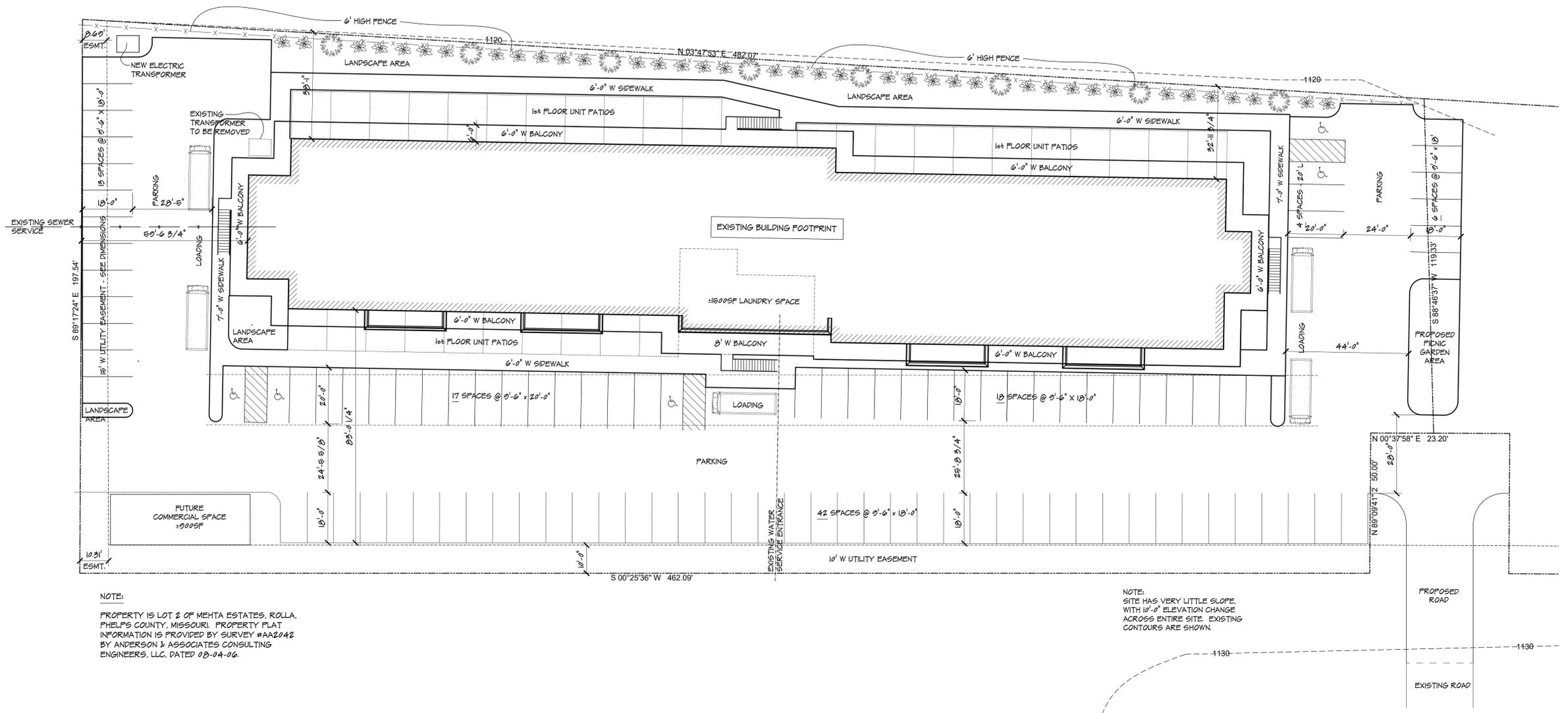
SITE PLAN

DRAWN BY: J. Powell
 CHECKED BY: J. Rogers
 SCALE: 1" = 20'-0"
 DATE: 02-07-2024

C1

OF 2 SHEETS

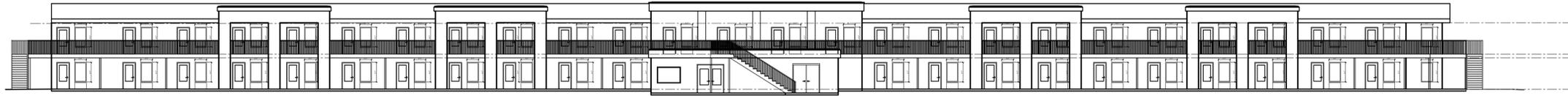
DESIGN INFORMATION	
# OF DWELLING UNITS	01 1-BEDROOM UNITS
TOTAL LAND AREA	2.0 ACRES + (.034 ADD'L LAND)
POSSIBLE FUTURE COMMERCIAL SPACE	±2,600 SF
# OF STANDARD PARKING SPACES	06 PARKING SPACES
# OF 8'x20' HANDICAP SPACES	03 SPACES + 03 ACCESS AISLES
TOTAL # OF PARKING SPACES	100 SPACES
# OF LOADING SPACES	03 LOADING SPACES



NOTE:
 PROPERTY IS LOT 2 OF MEHTA ESTATES, ROLLA, PHELPS COUNTY, MISSOURI. PROPERTY PLAT INFORMATION IS PROVIDED BY SURVEY #AA2042 BY ANDERSON & ASSOCIATES CONSULTING ENGINEERS, LLC, DATED 09-04-06.

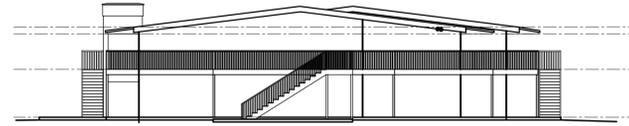
NOTE:
 SITE HAS VERY LITTLE SLOPE, WITH 10'-0" ELEVATION CHANGE ACROSS ENTIRE SITE. EXISTING CONTOURS ARE SHOWN.

SITE PLAN
 1" = 20'-0"



EAST/FRONT ELEVATION

3/16"=1'-0"



NORTH ELEVATION

1/16"=1'-0"



WEST/REAR ELEVATION

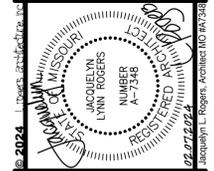
1/16"=1'-0"



SOUTH ELEVATION

1/16"=1'-0"

IV.A.11



REVISION:

REVIEW COPY: 07 FEBRUARY 2024 NOT FOR CONSTRUCTION
 j. rogers architecture, inc. 125 w. springfield st., p.o. box 403, st. james, mo 65557, 573-265-6576

ELEVATIONS

BUILDING REMODEL
 AMP HOSPITALITY
 ROLLA, MO 65401, PHELPS COUNTY

DRAWN BY:
 epowell
 CHECKED BY:
 j. rogers
 SCALE:
 1/16"=1'-0"
 DATE:
 02.06.2024

A1

OF 2 SHEETS

j. rogers architecture, inc. Architecture Corporation MO 2201001850

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Final Reading; Motion to Expend Funds

ITEM/SUBJECT: Ordinance Authorizing Real Estate Purchase – .5 acres on Olive Street

TOTAL BUDGET APPROPRIATION: \$32,000 +/- **DATE:** March 4th, 2024

COMMENTARY:

The City of Rolla was approached by the new owners of the .7 acre tract at the southeast corner of Olive Street and Highway 72 inquiring into our interest in purchasing the southern .5 acres +/- . The property is immediately adjacent to the Green Acres ballfield and parking lot. The City had expressed interest in purchasing same in the past but the price was always too high.

Working through Realtor Sharlene Henry, the parties have agreed to a purchase price of \$30,000. In addition the City will initiate the survey and subdivision of the property if Council so authorizes the sale contract. With a 2/3rds. vote of Council, the funds would be taken from the Park Land Reserve Fund (balance of \$75,0000) the very purpose of the those funds.

The goal ultimately will be to expand the parking lot but initially we plan to gravel same before ultimately paving (future budget). Plan is to work around the existing mature tree if possible.

Recommendation:

- 1) Final Reading of Ordinance
- 2) Motion to authorize disbursement of funds from the Parkland Reserve Fund up to \$32,000 per City Code Section 13-32 (“such funds are intended to be used for the purchase of new parkland or park development”)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A VACANT LAND SALE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND KRISTOFER ZIMMERMAN REGARDING THE PURCHASE OF A TRACT OF LAND ON OLIVE STREET NEAR GREEN ACRES PARK.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a vacant land sale contract with Kristofer Zimmerman, 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 4th DAY OF MARCH, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Vacant Land Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney.

1 This Vacant Land Sale Contract ("Contract") is made by and between:
2 City of Rolla ("Buyer") and the undersigned "Seller".

3 **1. PROPERTY.**

4 Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) Rolla
5 (if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

6 11 37N 8W TBD Olive Street Rolla MO 65401 Phelps
7 **Section Township Range Street Address City Zip Code County**

8 (Check box if legal description attached)
9 If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.

10 Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges
11 and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

12 **2. INCLUSIONS AND EXCLUSIONS.**

13 The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically
14 excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. Note: This
15 Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this
16 sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.

17 The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be
18 included):

19 n/a
20

21 The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as
22 satellite dish equipment):

23 n/a
24

25 **3. PURCHASE PRICE/EARNEST MONEY.**

26 The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$30,000

27 The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$0

28 The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$1,000

29 has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

30 shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

31 All Earnest Money shall be delivered to South Central Land Title ("Escrow Agent").

32 Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as non-refundable,
33 attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.

34 Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned thereon.
35 Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at Closing.

36 **4. CLOSING.**

37 Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed for the
38 Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of (the Title Company
39 identified at §6 unless otherwise specified) South Central Land Title ("Closing Agent") at

40 Hwy 72, Rolla, MO on 04/30/2024 (the "Closing Date").
41 **Specify Location Month Day**

42 Possession and all keys will be delivered to Buyer at Closing. Note: Attach a rider if possession is to be transferred other than as
43 of Closing: See e.g., RES-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by
44 Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

45 Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

46 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in
47 possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or
48 repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above.
49 (Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).

50 **5. APPRAISAL/ FINANCING. (Check all applicable boxes)**

51 Note: A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are available and
52 underwriting requirements vary. If Buyer's performance under this Contract is to be independently conditioned upon the Property
53 appraising at the Purchase Price, Buyer should check box A and complete the following.

54 A. Appraisal. Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase
55 Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also
56 contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price
57 (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy
58 of the appraisal) to Seller no later than days (25 if none stated) after the Effective Date. Note: MSC-2020N Appraisal Notice
59 (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed
60 waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within days (5 if none stated)

61 after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate
62 (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on
63 or before the Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is
64 reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

65 **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.

66 **C. Nonconventional:** Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.

67 **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,
68 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating
69 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to
70 Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline")
71 which is ___ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance
72 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer
73 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that
74 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from
75 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency
76 Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a
77 loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

78 (Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____.

79 Initial interest rate not to exceed: _____ % . Amortization term _____ years.

80 Rate Type (check one): Fixed Adjustable Other: _____

81 Other terms (N/A if blank): _____

82 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must have
83 available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will actually fund.

84 **6. TITLE/SURVEY. Note:** Any Seller paid Title Fees set forth below are **In addition** to any "Seller Concessions" (see §10).

85 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise
86 specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

87 Within 20 ___ days (10 if none stated) after the Effective Date (check applicable box below):

88 **A.** Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in
89 the amount of the Purchase Price (the "Owner's Policy"), both at Seller's cost.

90 **B.** Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).

91 **C.** Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.

92 **D.** Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

93 The Title Commitment and Owner's Policy shall be issued by _____ (the "Title Company").

94 Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and
95 determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may
96 be disclosed. **Note:** All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements
97 and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate the type of
98 survey or service Buyer selects and the company to perform the same.

99 Buyer has ___ days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with
100 respect to subdivision matters) all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer
101 may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or
102 referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has ___ days (20 if none
103 is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any
104 Objections to Seller. **Note:** MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.

105 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
106 Seller has ___ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at
107 Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within ___ additional days
108 (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of
109 such Objections. **Note:** If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to
110 agree to correct any of them. If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer
111 (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges.
112 Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing
113 monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be
114 paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title
115 Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning
116 ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien
117 coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

118 7. INSPECTIONS.

119 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be
120 given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the
121 Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein
122 to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer
123 agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims,
124 costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of
125 the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive
126 any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected
127 by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

128 **B. Property Data.** Within ___ days (5 if none stated) after the Effective Date (the "Property Data Review Period"), Buyer may
129 review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants,
130 declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the
131 Property is a part; taxes; school district; square footage of improvements; and the presence of registered sex offenders or other
132 convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract (with
133 Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period.
134 **Note:** MSC-2049N (Property Data Review Termination Notice) may be used for this purpose. Failure to timely provide such Notice
135 constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

136 **C. Inspection Reports.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the
137 Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:
138 flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment
139 systems; electrical systems and equipment; gas lines; soils and drainage; **Note:** The availability of insurance must also be ascertained
140 during the Inspection Period, including but not limited to homeowner's and flood insurance, and the possibility that premiums may increase
141 over the amount previously charged for insurance coverage(s).

142 **D. Inspection Notice.** Buyer must furnish a complete copy of the relevant written inspection report(s) to Seller, along with a
143 written list of any unacceptable condition(s) noted therein (the "Inspection Notice", See MSC-2050N), within ___ days (10 if none
144 stated) after the Effective Date (the "Inspection Period"); but if an inspection report indicates a specialist is required for further
145 inspection on a particular area(s) of the Property (a "Specialist Report"), Buyer may give Notice of same to Seller (prior to expiration
146 of the Inspection Period) and receive an additional ___ days (5 if none stated) to provide the Inspection Notice. **Note:** MSC-2047N
147 (Notice of Additional Time for Specialist Report) may be used for this purpose. All inspection reports, including further specialist
148 evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may submit only 1 Inspection Notice. It must include**
149 **all matters unacceptable to Buyer and a copy of all relevant inspection report(s)/Specialist Report(s). Buyer may not object**
150 **to anything that is not in an inspection report or Specialist Report.** Failure to perform any inspection or to timely deliver an
151 Inspection Notice constitutes a waiver and acceptance by Buyer of all conditions.

152 If an Inspection Notice is timely given, it shall state if:

153 (1) Buyer is satisfied with all inspections;

154 (2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or

155 (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

156 **LIMITATION of inspection rights (only applies if the following box is checked):**

157 (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above).
158 Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's
159 Inspection Notice must select from only option (1) or (2) above).

160 **WAIVER of inspection rights (only applies if the following box is checked):**

161 (Check Box only if applicable) Buyer waives its right to object to any Property Data or to submit an Inspection Notice with respect
162 to any matter described in this §7.

163 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have ___ days (10 if none stated)
164 after Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and
165 pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will
166 automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet
167 all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or
168 (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this
169 paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment,
170 interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.

171 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including
172 those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If
173 the Property does not pass all such inspections, Seller must provide Notice to Buyer within ___ days (15 if none stated) after the
174 Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to provide timely Notice eliminates**
175 **Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such**
176 **matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters,
177 Buyer and Seller have ___ days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as
178 to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or
179 this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by
180 (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to accept the
181 Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for
182 the purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan
183 (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit.
184 **Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.**

185 **G. Broker Role.** Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their
186 respective licensees identified in §25 below, collectively, the "Brokers") may be present during any inspection of the Property and
187 "walk-through." Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and
188 not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties
189 will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or
190 responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of
191 a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one
192 company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such
193 inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,

194 title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and
195 omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of
196 experience. **Note:** Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.

197 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,
198 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home
199 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2) the person
200 making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the statement was false
201 (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be the subject of any action and no
202 action shall be instituted against a Broker for any information contained in any Seller disclosure furnished to Buyer, unless the Broker
203 is a signatory to such, knew prior to Closing that the statement was false, or acted in reckless disregard as to whether it was true or
204 false. Acting as a courier of documents shall not be considered to be making any statement contained in such documents.

205 **8. DISPOSITION OF EARNEST MONEY AND ESCROW ITEMS.**

206 Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "Escrow Holder") shall not
207 distribute the Earnest Money or any other escrowed funds, personal property, or documents ("Escrow Items") held by it ("Escrow Funds")
208 without the written consent of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise,
209 Escrow Holder shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties
210 consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at
211 which time the Escrow Funds and Escrow Items may be paid into court, less any attorney fees, court costs and other legal expenses
212 incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may be required
213 by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by §339.105.4 RSMo to report
214 and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized
215 to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date
216 (absent receipt of written consent of all parties as set forth above). **Note: If an Escrow Holder who is not a licensed real estate broker**
217 **requires that a separate escrow agreement be executed by the parties, then those separate terms may supersede the terms of**
218 **this Contract.** Whenever this Contract provides for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by
219 or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

220 **9. LOSS; CONDEMNATION.**

221 Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and
222 extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and
223 repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a
224 condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property
225 is destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any
226 written communications to and from the condemning authority and/or insurer (as the case may be), the policy limits and (if known) the
227 amount of proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the
228 scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition
229 before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. **Note: MSC-2510N (Property Damage**
230 **Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in**
231 **connection therewith.**

232 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
233 Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each
234 policy and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the
235 transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating
236 to any physical damage caused to the Property, in which case the amount of any such payments theretofore made to Seller (plus the
237 amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer
238 at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or taking,
239 including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further
240 liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of
241 Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance
242 information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days
243 prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent
244 domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which
245 approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election
246 to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and
247 Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements.
248 The provisions of this Section shall survive Closing.

249 **10. ADJUSTMENTS AND CLOSING COSTS.**

250 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations
251 hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing statement prepared by
252 Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents
253 required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby
254 specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20
255 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm instructions before sending any Funds via wire transfer.**

256 **Buyer shall pay for (where applicable):**

- 257 (a) hazard insurance premium(s) from and after Closing;
- 258 (b) flood insurance premium if required by lender;
- 259 (c) fees for any Survey or appraisal ordered by or for Buyer;

- 260 (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the
261 County where the Property is located;
262 (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses);
263 (f) any inspections ordered by or for Buyer;
264 (g) special taxes, subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;
265 (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);
266 (i) agreed upon repairs;
267 (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees (: and
268 (k) any commission or other compensation due from Buyer to the Broker(s).

269 **Seller shall pay for (where applicable):**

- 270 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer);
271 (b) any Seller Concessions;
272 (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily paid by a seller in the
273 County where the Property is located;
274 (d) any required municipal, conservation, fire district or other governmental authority occupancy compliance inspection fees;
275 (e) so-called "one-time" Special Assessments levied before Closing;
276 (f) agreed upon repairs; and
277 (g) any commission or other compensation due from Seller to the Broker(s).

278 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day of Closing:**

- 279 (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be
280 collected by Seller and not adjusted
281 (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
282 (c) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") provided that no proration
283 shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may
284 be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any
285 time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer
286 for any time period after Closing
287 (d) any installments of Special Assessments becoming due and payable during the calendar year of Closing;
288 (e) subdivision upkeep assessments and monthly association fee;
289 (f) flat rate utility charges (including water, sewer and trash); and
290 (g) boat dock fees.

291 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not
292 to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title
293 Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees
294 associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller
295 or any brokerage or transaction fees charged by Buyer's Broker).

296 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

297 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns.
298 Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and deed of trust as part of
299 the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under
300 this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a
301 like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party agrees to cooperate with
302 the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event
303 shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition
304 precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense,
305 or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the
306 "Requesting Party"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its
307 rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange
308 in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-
309 requesting party with respect to an Exchange.

310 **12. ENTIRE AGREEMENT/MODIFICATION.**

311 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto concerning the
312 Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed,
313 modified or amended, in whole or in part, except in writing signed by all parties.

314 **13. DEFAULT/REMEDIES.**

315 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in
316 writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting
317 party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

318 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as
319 a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to release Seller from
320 liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and
321 which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it
322 would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the
323 Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the
324 parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this
325 Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's

326 release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service
327 agreement between them.

328 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as
329 a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8) retain the Earnest
330 Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to
331 ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of
332 such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If
333 Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall
334 be as set forth in the listing or other brokerage service agreement entered into between them.

335 **14. PREVAILING PARTY.**

336 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition
337 to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The
338 provisions of this Section shall survive Closing or any termination of this Contract.

339 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

340 **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for
341 this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised
342 to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance
343 under this Contract.

344 **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within _____ days (1 if none stated) after the Effective Date.
345 Buyer has _____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller if this Contract is
346 to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver Notice of termination to
347 Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

348 **C.** No Seller's Disclosure Statement will be provided by Seller.

349 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the**
350 **best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the**
351 **Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or**
352 **would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.**

353 **16. WALK-THROUGH/VERIFICATION OF CONDITION.**

354 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through"
355 and verify the condition of the Property. A "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to
356 confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or
357 agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through".
358 Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at
359 Seller's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been
360 transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____ days
361 (4 if none stated) prior to Closing.

362 **17. SIGNATURES.**

363 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one
364 and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant hereto, an approved
365 standard form or other written document which is signed and transmitted by any electronic method deemed valid in accordance with the
366 Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image,
367 such as a pdf via e-mail, is to be treated as an original signature and document.

368 **18. GOVERNING LAW/CONSTRUCTION.**

369 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The
370 terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced
371 by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to
372 modify, restrict or explain any provision of this Contract. If any provision herein shall for any reason be held to be invalid, illegal or
373 unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect
374 any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be
375 construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such
376 provision(s) may be referred to in order to determine the intent of the parties.

377 **19. NOTICES.**

378 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this Contract
379 (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery thereof to the
380 Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting, dual agent or transaction
381 broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to
382 the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent, designated agent, dual agent, transaction broker
383 or Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

384 **20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)**

- 385 Government Loan MSC-2011R Farm Program Review Rider FRM-2020R
386 Back-Up Contract MSC-2023R Contingency for Sale of Buyer's Existing Property MSC-2021R
387 Contingency for Closing of Buyer's Existing Property MSC-2022R
388 Other _____
389 Other _____
390 Other _____

IV.B.8

391 **21. SPECIAL AGREEMENTS.** (complete only if applicable) Property being transferred is the southern most part of the original survey
392 #R-6396, Tract 1, dated 3-30-95, by Elgin Surveying, approximately 150ft x 150ft, to be determined by a survey. Survey will be ordered by buyer, at
393 buyer's expense. Survey to be approved by seller prior to closing.
394
395

396 **22. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable) _____ (insert name of licensee)
397 n/a

398 is a real estate broker or salesperson, and is (check one or more, as applicable):
399 a party to this transaction;
400 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
401 an immediate family member of Seller Buyer. Specify: _____

402 **23. SOURCE(S) OF BROKER(S) COMPENSATION.** (check one, neither or both, as applicable)
403 Seller Buyer (Note: actual compensation shall be determined by applicable brokerage service agreements)
404 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
405 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

406 **24. BROKERAGE RELATIONSHIP.**
407 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that
408 disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer
409 or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon
410 first contact, or immediately upon the occurrence of any change to their relationship.

411 **Licensee assisting Buyer is a:** (Check appropriate boxes)
412 Buyer's Limited Agent (acting on behalf of Buyer)
413 Seller's Limited Agent (acting on behalf of Seller)
414 Dual Agent (acting on behalf of both Buyer & Seller)
415 Transaction Broker Assisting Buyer (not acting on
416 behalf of either Buyer or Seller)
417 Subagent of Seller (acting on behalf of Seller)
418 (Also check here if serving as a designated agent)

Licensee assisting Seller is a: (Check appropriate boxes)
419 Seller's Limited Agent (acting on behalf of Seller)
420 Buyer's Limited Agent (acting on behalf of Buyer)
421 Dual Agent (acting on behalf of both Seller & Buyer)
422 Transaction Broker Assisting Seller (not acting on
423 behalf of either Seller or Buyer)
424 (Also check here if serving as a designated agent)

425 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

426 Sharlene Henry Real Estate, LLC
427 **Broker's Firm Assisting Buyer**
428 Broker's Firm State License #2020003726
429 By (Signature) Sharlene Henry
430 Licensee's Printed Name: Sharlene Henry
431 Licensee's State License #2002018226
432 Date: _____ MLS ID No. (if required): _____

Sharlene Henry Real Estate, LLC
Broker's Firm Assisting Seller
Broker's Firm State License #2020003726
By (Signature) Sharlene Henry
Licensee's Printed Name: Sharlene Henry
Licensee's State License #2002018226
Date: _____ MLS ID No. (if required): _____

433 **25. FRANCHISE DISCLOSURE.**
434 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

435 **26. SALES INFORMATION.**
436 Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information
437 of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of
438 REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

439 **27. FIRPTA.**
440 Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445)
441 and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

442 **28. ANTI-TERRORISM.**
443 Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly
444 or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in
445 Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

446 **29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**
447 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by 4:00 p.m., on
448 03/13/2024 (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2)
449 providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on
450 or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this
451 Contract shall be the date adjacent to the signature of the last party to sign this Contract.

452 **30. TIME IS OF THE ESSENCE.**
453 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified time
454 shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

455 **SELLER ACCEPTS OFFER (Sign Below)**

456
457 **BUYER** **Date**
458 Printed Name: Louis J. Magdits, Mayor

SELLER **Date and Time**
Printed Name: Kristofer Zimmerman, Member

459
460 **BUYER** **Date**
461 Printed Name: _____

SELLER **Date and Time**
Printed Name: _____

*If signing on behalf of a trust or other legal entity,
its name and your title below:*

*If signing on behalf of a trust or other legal entity, please print
please print its name and your title below:*

462 _____

463 _____

SELLER REJECTS OFFER (Initial)

464 _____

SELLER COUNTER-OFFERS (Initial)
Counter Offer form MSC-2040, which amends the terms of
465 this offer, is attached and incorporated into this Contract
466

467 _____

RECEIPT & ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature)

Licensee's Printed Name: Sharlene Henry _____

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/21.

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Chapter 13. Finance

Article III. Budget

Section 13-32. Parkland Reserve Fund.

[Ord. 3621, §1; Ord. 3655, §2; Ord. 3702, §2]

All monies received from Fee-In-Lieu of Land Dedication (See Section 42-27 (6)) and the sale of any park property shall be deposited in a separate fund called the Park Land Reserve Fund. Other funds may be deposited into this account as deemed appropriate by the City Council.

- (a) The principal balance in this fund shall not be drawn upon or spent without a super majority vote (two-thirds (2/3)) of the full Council. Such funds are intended to be used for the purchase of new parkland or park development.
- (b) The interest accrued in this fund shall be deposited in said fund. Accumulated interest can be used for a variety of park improvements subject to Council approval through the annual budget or subsequent Council action.

CITY OF ROLLA
CITY COUNCIL AGENDA

Department Head: John Butz, City Administrator

Action Requested: First Reading

Item/Subject: Ordinance to Implement Prop P (1/16th cent) Park Sales Tax

Budget Appropriation: \$325,000 +/-

Date: March 4, 2024

Rolla Voters approved the renewal of the 1/16th cent sales tax for capital improvements to the traditional park system in April 2023 with 72% approval. The original tax authorized in 2015 expired in October, 2023. Adoption of the attached ordinance will codify the tax and will provide formal notice to the Dept. of Revenue to implement the tax on July 1, 2024.

The City of Rolla's current total sales tax rate is 7.5375% which will increase to 7.6% on July 1. The City of Rolla's portion of that rate will be 2.25% (The State of Mo's portion of the total sale tax rate is 4.225%)

Recommendation: 1st reading

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 37-23 OF THE ROLLA CITY CODE AND ENACTING A NEW SECTION 37-23 IN LIEU THEREOF IMPOSING A ONE-SIXTEENTH OF ONE PERCENT SALES TAX THROUGH SEPTEMBER 30, 2033 FOR LOCAL PARKS TO IMPROVE AND MANAGE PARKS, TRAILS, PLAYGROUNDS, PARKING LOTS, BATHROOMS, CEMETERY AND NATURAL LANDS FOR RECREATIONAL PURPOSES.

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

Section 1: That Section 37-23. 1/4 Cent Local Parks Sales Tax of the Rolla City Code is hereby repealed and a new Section 37-23 is hereby enacted to read as follows:

Sec. 37-23. Local Parks Sales Tax

(a) That effective October 1, 2015, there shall be a three-sixteenth of one percent local park sales tax for park maintenance and improvements. These funds are prohibited for support of The Centre. The sales tax shall be imposed upon all persons in the City of Rolla, Missouri, who are engaged in the business of selling tangible personal property and taxable services subject to sales tax under the provisions of Sections 644.032, 144.010 to 144.525 RSMo.

(b) That effective July 1, 2024, there shall be a one-sixteenth of one percent local park sales tax, expiring on September 30, 2033 for park improvements. These funds are prohibited for support of The Centre. The sales tax shall be imposed upon all persons in the City of Rolla, Missouri, who are engaged in the business of selling tangible personal property and taxable services subject to sales tax under the provisions of Sections 644.032, 144.010 to 144.525 RSMo.

Section 2: That the city clerk is hereby directed to forward a certified copy of this ordinance to the Director of Revenue of the State of Missouri within ten (10) days of the effective date of this ordinance together with a map of the City of Rolla that clearly shows the boundaries thereof.

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 18TH DAY OF MARCH 2024.

APPROVED:

ATTEST:

LOUIS J. MAGDITS, IV, MAYOR

LORRI POWELL, CITY CLERK

APPROVED AS TO FORM:

NATHAN NICKOLAUS, CITY COUNSELOR



Title XL ADDITIONAL EXECUTIVE DEPARTMENTS

Chapter 644

< > • Effective - 28 Aug 2004 ↓

644.032. Sales tax for purpose of storm water control or local parks or both may be imposed by any county or municipality — tax, how calculated — voter approval — ballot form — effective when — failure of tax, resubmission, when — revenue may be used for parks located outside of county or municipality, when. — 1. The governing body of any municipality or county may impose, by ordinance or order, a sales tax in an amount not to exceed one-half of one percent on all retail sales made in such municipality or county which are subject to taxation under the provisions of sections 144.010 to 144.525. The tax authorized by this section and section 644.033 shall be in addition to any and all other sales taxes allowed by law, except that no ordinance or order imposing a sales tax under the provisions of this section and section 644.033 shall be effective unless the governing body of the municipality or county submits to the voters of the municipality or county, at a municipal, county or state general, primary or special election, a proposal to authorize the governing body of the municipality or county to impose a tax, provided, that the tax authorized by this section shall not be imposed on the sales of food, as defined in section 144.014, when imposed by any county with a charter form of government and with more than one million inhabitants.

2. The ballot of submission shall contain, but need not be limited to, the following language:

Shall the municipality (county) of _____ impose a sales tax of _____ (insert amount) for the purpose of providing funding for _____ (insert either storm water control, or local parks, or storm water control and local parks) for the municipality (county)?

YES

NO

If a majority of the votes cast on the proposal by the qualified voters voting thereon are in favor of the proposal, then the ordinance or order and any amendments thereto shall be in effect on the first day of the second quarter after the director of revenue receives notice of adoption of the tax. If a majority of the votes cast by the qualified voters voting are opposed to the proposal, then the governing body of the municipality or county shall not impose the sales tax authorized in this section and section 644.033 until the governing body of the municipality or county resubmits another proposal to authorize the governing

body of the municipality or county to impose the sales tax authorized by this section and section 644.033 and such proposal is approved by a majority of the qualified voters voting thereon; however, in no event shall a proposal pursuant to this section and section 644.033 be submitted to the voters sooner than twelve months from the date of the last proposal pursuant to this section and section 644.033.

3. All revenue received by a municipality or county from the tax authorized under the provisions of this section and section 644.033 shall be deposited in a special trust fund and shall be used to provide funding for storm water control or for local parks, or both, within such municipality or county, provided that such revenue may be used for local parks outside such municipality or county if the municipality or county is engaged in a cooperative agreement pursuant to section 70.220.

4. Any funds in such special trust fund which are not needed for current expenditures may be invested by the governing body in accordance with applicable laws relating to the investment of other municipal or county funds.

(L. 1995 H.B. 88 § 8 subsecs. 1 to 4, A.L. 1998 H.B. 1158, A.L. 2004 H.B. 795, et al. merged with H.B. 833 merged with S.B. 1155)

---- end of effective 28 Aug 2004 ----
use this link to bookmark section 644.032

Click here for the **Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law**

In accordance with Section **3.090**, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



► **Other Information**

► **Other Links**



Missouri Senate



MO.gov



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WebMaster@LR.mo.gov



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CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT: Dawn Bell, Community Development Director

ACTION REQUESTED: Ordinance – First Reading

SUBJECT: Chapter 28, Nuisances and Property Maintenance

MEETING DATE: 3/4/2024

Commentary: On October 2, 2023, the property maintenance codes were taken out of Chapter 20, Housing, and combined with Chapter 28, Nuisances. The former Chapter 28 was repealed and renamed 'Nuisances and Property Maintenance Codes' to include both. During this process, a clean-up was done to the nuisance codes to take out anything outdated and eliminate redundancy of items already included in the adopted 2018 ICC Property Maintenance Code. After the new Chapter 28 went into effect, it was discovered that there were certain nuisances that were difficult to enforce due to the 2018 ICC Property Maintenance Code being vague or silent on the issue. City staff, along with our legal counsel, did a thorough review of Chapter 28 and added a number of nuisances, along with definitions to strengthen our enforcement capability. The process to prosecute and/or abate was also clarified through this process.

Staff is requesting first reading of the ordinance repealing Chapter 28 and enacting a new Chapter 28 in lieu thereof, relating to nuisances and property maintenance.

Attachments: Draft ordinance (redlined), Ordinance

Chapter 28, Nuisances and Property Maintenance

Sec. 28-1 Definitions

For the purpose of this Chapter, the following words and terms as used herein are defined to mean the following:

JUNK

Any old iron, steel, brass, copper, tin, lead or other base metals; old cordage, ropes, rags, fibers; old rubber; old bottles or other glass; bones; wastepaper and other waste or discarded material which might be prepared to be used again in some form; and any or all of the foregoing; and motor vehicles, no longer used as such, to be used for scrap metal or stripping of parts; interior home furnishings, dilapidated or broken lawn furniture or fixtures, cut or fallen trees or shrubs;

JUNKED VEHICLE

1. Any vehicle damaged or inoperable which is parked within the City limits which is not registered or is improperly registered as defined by the State of Missouri, Department of Revenue, Division of Motor Vehicle, has been inoperable for more than seventy-two (72) hours, or is in such a state of repair as to be inoperable, except those on the premises of a duly licensed automobile repairs or sales business; or
2. Any partially dismantled, non-operative, wrecked, discarded, unlicensed, unregistered, improperly licensed, or improperly registered boat, trailer, camper trailer, or recreational vehicle; or
3. Vehicles not considered damaged or inoperable under this definition include any vehicle that is in the process of restoration that is properly secured, does not create a public health or safety hazard, and is located in the rear yard or in the side yard if covered by weather-resistant cover.

OWNER

1. The owner, occupant, corporation, firm, lessee, mortgagee, agent and all other persons having an interest in the building, structure or property where the nuisance is located; or
2. The owner as shown by the land records of the Recorder of Deeds for the appropriate county that such building, structure or property has been found to be a nuisance; or
3. If the nuisance is a junked vehicle, the owner shall also include the person(s) registered with the Missouri Department of Revenue as the owner(s), unless the City of Rolla or their duly authorized agent has knowledge of some other person who is claimed to be the owner, in which case such putative owner shall be considered the owner in addition to the registered owner.

Sec. 28-12 Maintenance, etc., of nuisances prohibited.

No person shall cause, maintain or permit, on premises owned or controlled by him or her, a nuisance, as defined by the laws of this State or by this Chapter.

Sec. 28-23 Nuisances enumerated.

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

- a. Shrubs, hedges and limbs of trees projecting over a sidewalk or street at a height of less than seven (7) feet.
- b. All substances or things which cause an odor disagreeable to the surrounding neighborhood.
- c. Carcasses of animals not buried, destroyed or removed within twelve (12) hours after death are prohibited.
- d. Garbage deposited otherwise than in suitable containers for removal by the city.
- e. Any solid waste containers, tree limbs, yard wastes or other solid wastes shall not be placed at the curb or alley for collection until the regularly scheduled collection day.
- f. Ponds and pools of unclean water.
- g. Utilizing the exterior premises for the open storage of any junk vehicle parts, appliances, furniture (excluding garden or patio furniture intended for outdoor use), building demolition rubbish, boxed or bagged household waste, or any other similar items. For the purpose of this section, open storage shall be defined to include all storage on the premises that is not inside an enclosed building. This includes storage on porches, storage under open carports or breezeways, storage in open garages not equipped with a door, and storage inside yards or similar areas visible from the public right-of-way. This is to include but not limited to,
 1. Lumber, junk, trash or debris;
 2. Abandoned, discarded or unused objects or equipment, such as freezers, stoves;
 3. Refrigerators, cans, containers, bottles, tires or rubbish.
- h. Nuisances listed in the adopted International Property Maintenance Code.
- i. Firewood that is not neatly stacked and/or free from insect and vermin.
- j. All decayed or unwholesome food offered for sale to the public or offered to the public at no charge.
- k. All diseased animals running at large.
- l. Accumulations, wheresoever they may occur, of manure, rubbish, garbage, refuse and human and industrial, noxious or offensive waste, except the normal storage on a farm of manure for agricultural purposes.
- m. Garbage cans which are not flytight, that is, garbage cans which do not prevent the entry of flies, insects and rodents.
- n. The pollution of any well, cistern, spring, underground water, stream, lake, canal or body of water by sewage or industrial wastes, or other substances harmful to human beings.
- o. Dense smoke, noxious fumes, gas and soot, or cinders in unreasonable quantities, or the presence of any gas, vapor, fume, smoke, dust or any other toxic substance on, in or emitted from the equipment of any premises in quantities sufficient to be toxic, harmful or injurious to the health of any employee or to any premises, occupant or to any other person.

- p. Any vehicle used for septic tank cleaning which does not meet the requirements of this Chapter of the Code of Ordinances of the City of Rolla.
- q. Any vehicle used for garbage or rubbish disposal which is not equipped with a watertight metal body and provided with a tight metal cover or covers and so constructed as to prevent any of the contents from leaking, spilling, falling or blowing out of such vehicle at any time, except while being loaded, or not completely secured and covered so as to prevent offensive odors from escaping therefrom or exposing any part of the contents at any time.
- r. Any and all infestations of flies, fleas, roaches, lice, ticks, rats, mice, fly maggots, mosquito larvae and hookworm larvae.
- s. Unlicensed dumps and licensed dumps not operated or maintained in compliance with the ordinances of the City of Rolla and the Statutes of the State of Missouri.
- t. Any vehicle, junked vehicle, or junk or part thereof located on any property, street or highway which unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage, or harbors tall grass, weeds or other vegetation, or creates a fire hazard or affords a breeding place or nesting place for mosquitoes, flies, rodents, rats or other vermin; or any vehicle, part thereof, for seventy-two (72) hours, is a public nuisance.
- u. Any business or enterprise that causes or produces any noises, vibrations, smoke, dust, dirt, odors or gases to such an extent as to be detrimental or injurious to the comfort, peace or health of other persons, that was located and conducted within one hundred fifty (150) feet of any building used exclusively for residence purposes at the time of the location of such business or enterprise.
- v. Any putrid or unwholesome meats or fish, decayed fruits or vegetables, refuse, offal, human or animal excrement, chamber lye, or other filthy or offensive substance or thing.
- w. Any building, shed or fence or other manmade structure, which because of its condition or because of lack of doors and/or windows, is open to trespassers or to the elements.
- x. Dead trees and dead limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the City or endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street.
- y. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation or kept in such an unsanitary condition that it is a menace to the health of people residing in or in the vicinity thereof or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- z. All other acts, practices, conduct, business, occupation callings, trades, uses of property and all other things detrimental or certain to be detrimental to the health of the inhabitants of the City of Rolla.

Sec. 28-3 Abatement of Nuisances

- ~~1. If the person notified as provided in this Section shall fail, neglect or refuse to comply with the same within the time specified in such notice, the codes administrator or~~

~~designated officer shall abate such nuisance upon receiving an order to do so from a court.~~

- ~~2. If the estimated cost of abatement of the nuisance is in excess of \$1,000.00, the codes administrator or designated officer shall report the same to the council of the city. Thereupon the council shall call and have a full and adequate hearing upon the matter, giving the affected parties at least fourteen days written notice of the hearing. At such hearing, any party may be represented by counsel, and all parties shall have an opportunity to be heard.~~
- ~~3. After the hearing, if the evidence supports a finding based upon competent and substantial evidence that a nuisance exists, that the person having an interest was notified, and that the person failed to abate the nuisance, the city council shall issue an order based upon its findings of fact to the codes administrator or its designated officer to proceed to abate the nuisance.~~

Sec. 28-4 Violations

a. Administrative Remedies.

1. Notice. When the Code Official or their designee determines that a nuisance exists, they shall give notice thereof either personally or by United States mail to the owner or owners, or the owner's agents, and by posting such notice on the premises; thereupon. The notice shall state the nature of the violation, and the actions necessary to abate the nuisance, the time required for compliance, and that the owner has a right to request a hearing. If the owner does not abate the nuisance within the time required and does not request a hearing, the City may proceed to abate the nuisance at the cost of the owner. If the owner requests a hearing, such hearing shall be conducted by the Community Development Director. After hearing the evidence on both sides the hearing office shall issue an order determining if a nuisance exists, and if so determine how long the owner has to abate the nuisance. If the owner fails to comply with the order, the City may abate the nuisance at the sole cost of the owner.
2. For any abatement done by the City, the City Clerk shall add an administrative fee of two hundred and fifty dollars (\$250) per occurrence in addition to the cost of the abatement services.
3. Tax Bill. If the owner fails to reimburse the City for its costs, the City Clerk shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, for the property and the certified cost shall be collected by the City Collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

- b. If the Code Official determines that a property is in violation of this Ordinance, the property owner may be issued a municipal ordinance violation citation. That citation shall provide the property owner with the date and location of the violation, the date and time of the summons to court, and the underlying allegation of the municipal ordinance violation.
 - 1. Citations issued by the Cod Official shall be provided to the City Prosecutor, who is authorized to file such citations in the Circuit Court of Phelps County, Missouri, Municipal Division, and prosecute the resulting municipal case. In each case, the maximum sentence shall be a fine of not more than \$500 and/or a jail sentence of not more than ninety (90) days in jail.
- c. In addition to any other remedy available at law or under this Article, the City of Rolla shall have the right to file and prosecute a civil cause of action for abatement of any nuisance as defined in this Article, and upon successful prosecution of such cause of action, the City of Rolla shall have the right to be awarded and recover from any defendant to such an action the City of Rolla's legal costs incurred and reasonable attorney's fees incurred in connection with any and all such civil causes of action to abate any such nuisances, in accordance with Section 79.383, RSMo. (Cum. Supp. 1993), as amended from time to time to time.
- d. The remedies set forth in this section shall be considered alternatives and the City may pursue any or all such remedies.

Sec. 28-45 Liens from Abatements

If the ~~codes administrator~~ **Code official** or ~~its designated official~~ **their designee** causes the nuisance to be abated by the city, the costs of the abatement and a reasonable charge for administering the abatement not less than ~~one hundred dollars~~ **two hundred and fifty dollars (\$250)**, shall be certified to the city clerk who shall cause a special tax bill therefore against the property to be prepared and collected by the Finance Director. The tax bill from the date of its issuance shall ~~be deemed a personal debt against the owner~~ **and shall** also be a lien on the property until paid. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes.

Sec. 28-56 City council or designated officer to determine when weeds, etc., constitute public nuisance. Weeds.

The growth of weeds, brush or rank vegetation shall constitute a public nuisance with the following exceptions:

- a. All lots or parcels or portions thereof not within one hundred (100) feet of any residence or street.
- b. All undeveloped lots, parcels or right-of-way owned by the City of Rolla and dedicated for park and open space use, as bird sanctuaries, riparian corridors, detention basins, or as dedicated but undeveloped public right-of-way.

- c. Undeveloped lots which do not abut development on at least three (3) sides (Including developed streets); however, in such case, areas within five (5) feet of an abutting residential lot or within ten (10) feet of a street or within five (5) feet from a sidewalk must be maintained free from high weeds and grass.
- d. Undeveloped future phases of subdivisions that have been cleared or “brush hogged” shall be maintained in that condition until further development occurs.

Sec. 28-67 Weeds, etc., over ten inches in height declared nuisance per se.

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

Sec. 28-78 Notice to owner to abate weeds, etc.

The Codes ~~Administrator~~ **Official**, or its ~~designated official~~ **their designee**, must provide notice to any property owner of a property on which a nuisance of weeds, brush, or other vegetation is located. Such notice may be either by mail or by posting notice on the property. Such notice must allow for not less than fifteen (15) days for the property owner to appeal the determination. If the property owner does not appeal the determination, or if the appeal is denied, the property owner must be given an additional five (5) days to correct the violation(s) before the city may abate the violation(s).

Sec. 28-89 Owner of land liable for cost of cutting weeds.

If the Codes ~~Administrator~~ **Official** or its ~~designated official~~ **their designee** abates a property by the cutting and removing weeds, brush and other rank vegetation is, the costs of the abatement and a reasonable charge for administering the abatement not less than ~~one hundred~~ **two hundred and fifty dollars (\$250)**, shall be certified to the City Clerk who shall cause a special tax bill therefore against the property to be prepared and collected by the Finance Director. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes.

Sec. 28-9.10 Reserved.

Sec. 28-1011 2018 International Property Maintenance Code - Adopted.

That for the purpose of establishing minimum standards governing the condition and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to insure that structures are safe, sanitary and fit for occupation and use; and the condemnation of

buildings and structures unfit for human occupancy and use and the demolition of such structures; known as "International Property Maintenance Code, 2018 Edition" of the City of Rolla, Missouri, and each and all of the regulations of the International Property Maintenance Code, are hereby referred to, adopted and made a part hereof, as if fully set out at length herein.

Sec. 28-~~11~~12 Amendments to adopted International Property Maintenance Code.

101.1 **Title**, City of Rolla, Missouri.

103.5 **Fees**. Delete.

106.4 **Violation Penalties**. Any person who shall violate a provision of this code or shall fail to comply therewith, or with any requirements thereof, shall be guilty of a Misdemeanor, punishable by a fine of not more than \$500.00, or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

111.1 **Applications for appeal**. Any person directly affected by a decision of the code official or a notice or order issues under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within thirty (30) days after the day the decision, notice, or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 **Membership of board**. The board of adjustment shall serve as the board of appeals.

111.2.1 – 111.2.5. **Alternate members. Chairman. Disqualification of member. Secretary. Compensation of members**. Delete

111.3 – 111.6. **Notice of meeting. Open hearing. Procedure. Postponed hearing. Board decision. Records and copies. Administration**. Delete

112.4 **Failure to comply**. \$50.00; \$500.00.

302.4 **Weeds**. Ten (10) inches (Add: Premises and exterior property specifically includes adjacent streets. The property owner is required to maintain those areas between the street pavement and the property line.)

304.14 **Insect screens**. (Year round)

602.3 **Heat supply**. (Year round)

602.4 Occupiable work spaces. (Year round)

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 28 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW CHAPTER 28 IN LIEU THEREOF RELATING TO NUISANCES AND PROPERTY MAINTENANCE.

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

Section 1: That Chapter 28 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 Chapter 28 is hereby enacted in lieu thereof as follows:

Chapter 28, Nuisances and Property Maintenance

Sec. 28-1 Definitions

For the purpose of this Chapter, the following words and terms as used herein are defined to mean the following:

JUNK

Any old iron, steel, brass, copper, tin, lead or other base metals; old cordage, ropes, rags, fibers; old rubber; old bottles or other glass; bones; wastepaper and other waste or discarded material which might be prepared to be used again in some form; and any or all of the foregoing; and motor vehicles, no longer used as such, to be used for scrap metal or stripping of parts; interior home furnishings, dilapidated or broken lawn furniture or fixtures, cut or fallen trees or shrubs;

JUNKED VEHICLE

1. Any vehicle damaged or inoperable which is parked within the City limits which is not registered or is improperly registered as defined by the State of Missouri, Department of Revenue, Division of Motor Vehicle, has been inoperable for more than seventy-two (72) hours, or is in such a state of repair as to be inoperable, except those on the premises of a duly licensed automobile repairs or sales business; or
2. Any partially dismantled, non-operative, wrecked, discarded, unlicensed, unregistered, improperly licensed, or improperly registered boat, trailer, camper trailer, or recreational vehicle; or
3. Vehicles not considered damaged or inoperable under this definition include any vehicle that is in the process of restoration that is properly secured, does not create a public health or safety hazard, and is located in the rear yard or in the side yard if covered by weather-resistant cover.

OWNER

1. The owner, occupant, corporation, firm, lessee, mortgagee, agent and all other persons having an interest in the building, structure or property where the nuisance is located; or
2. The owner as shown by the land records of the Recorder of Deeds for the appropriate county that such building, structure or property has been found to be a nuisance; or
3. If the nuisance is a junked vehicle, the owner shall also include the person(s) registered with the Missouri Department of Revenue as the owner(s), unless the City of Rolla or their duly authorized agent has knowledge of some other person who is claimed to be the owner, in which case such putative owner shall be considered the owner in addition to the registered owner.

Sec. 28-2 Maintenance, etc., of nuisances prohibited.

No person shall cause, maintain or permit, on premises owned or controlled by him or her, a nuisance, as defined by the laws of this State or by this Chapter.

Sec. 28-3 Nuisances enumerated.

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

- a. Shrubs, hedges and limbs of trees projecting over a sidewalk or street at a height of less than seven (7) feet.
- b. All substances or things which cause an odor disagreeable to the surrounding neighborhood.
- c. Carcasses of animals not buried, destroyed or removed within twelve (12) hours after death are prohibited.
- d. Garbage deposited otherwise than in suitable containers for removal by the city.
- e. Any solid waste containers, tree limbs, yard wastes or other solid wastes shall not be placed at the curb or alley for collection until the regularly scheduled collection day.
- f. Ponds and pools of unclean water.
- g. Utilizing the exterior premises for the open storage of any junk vehicle parts, appliances, furniture (excluding garden or patio furniture intended for outdoor use), building demolition rubbish, boxed or bagged household waste, or any other similar items. For the purpose of this section, open storage shall be defined to include all storage on the premises that is not inside an enclosed building. This includes storage on porches, storage under open carports or breezeways, storage in open garages not equipped with a door, and storage inside yards or similar areas visible from the public right-of-way. This is to include but not limited to,
 1. Lumber, junk, trash or debris;
 2. Abandoned, discarded or unused objects or equipment, such as freezers, stoves;
 3. Refrigerators, cans, containers, bottles, tires or rubbish.
- h. Nuisances listed in the adopted International Property Maintenance Code.
- i. Firewood that is not neatly stacked and/or free from insect and vermin.

- j. All decayed or unwholesome food offered for sale to the public or offered to the public at no charge.
- k. All diseased animals running at large.
- l. Accumulations, wheresoever they may occur, of manure, rubbish, garbage, refuse and human and industrial, noxious or offensive waste, except the normal storage on a farm of manure for agricultural purposes.
- m. Garbage cans which are not flytight, that is, garbage cans which do not prevent the entry of flies, insects and rodents.
- n. The pollution of any well, cistern, spring, underground water, stream, lake, canal or body of water by sewage or industrial wastes, or other substances harmful to human beings.
- o. Dense smoke, noxious fumes, gas and soot, or cinders in unreasonable quantities, or the presence of any gas, vapor, fume, smoke, dust or any other toxic substance on, in or emitted from the equipment of any premises in quantities sufficient to be toxic, harmful or injurious to the health of any employee or to any premises, occupant or to any other person.
- p. Any vehicle used for septic tank cleaning which does not meet the requirements of this Chapter of the Code of Ordinances of the City of Rolla.
- q. Any vehicle used for garbage or rubbish disposal which is not equipped with a watertight metal body and provided with a tight metal cover or covers and so constructed as to prevent any of the contents from leaking, spilling, falling or blowing out of such vehicle at any time, except while being loaded, or not completely secured and covered so as to prevent offensive odors from escaping therefrom or exposing any part of the contents at any time.
- r. Any and all infestations of flies, fleas, roaches, lice, ticks, rats, mice, fly maggots, mosquito larvae and hookworm larvae.
- s. Unlicensed dumps and licensed dumps not operated or maintained in compliance with the ordinances of the City of Rolla and the Statutes of the State of Missouri.
- t. Any vehicle, junked vehicle, or junk or part thereof located on any property, street or highway which unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage, or harbors tall grass, weeds or other vegetation, or creates a fire hazard or affords a breeding place or nesting place for mosquitoes, flies, rodents, rats or other vermin; or any vehicle, part thereof, for seventy-two (72) hours, is a public nuisance.
- u. Any business or enterprise that causes or produces any noises, vibrations, smoke, dust, dirt, odors or gases to such an extent as to be detrimental or injurious to the comfort, peace or health of other persons, that was located and conducted within one hundred fifty (150) feet of any building used exclusively for residence purposes at the time of the location of such business or enterprise.
- v. Any putrid or unwholesome meats or fish, decayed fruits or vegetables, refuse, offal, human or animal excrement, chamber lye, or other filthy or offensive substance or thing.

- w. Any building, shed or fence or other manmade structure, which because of its condition or because of lack of doors and/or windows, is open to trespassers or to the elements.
- x. Dead trees and dead limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the City or endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street.
- y. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation or kept in such an unsanitary condition that it is a menace to the health of people residing in or in the vicinity thereof or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- z. All other acts, practices, conduct, business, occupation callings, trades, uses of property and all other things detrimental or certain to be detrimental to the health of the inhabitants of the City of Rolla.

Sec. 28-4 Violations

- a. Administrative Remedies.
 - 1. Notice. When the Code Official or their designee determines that a nuisance exists, they shall give notice thereof either personally or by United States mail to the owner or owners, or the owner's agents, and by posting such notice on the premises; thereupon. The notice shall state the nature of the violation, and the actions necessary to abate the nuisance, the time required for compliance, and that the owner has a right to request a hearing. If the owner does not abate the nuisance within the time required and does not request a hearing, the City may proceed to abate the nuisance at the cost of the owner. If the owner requests a hearing, such hearing shall be conducted by the Community Development Director. After hearing the evidence on both sides the hearing office shall issue an order determining if a nuisance exists, and if so determine how long the owner has to abate the nuisance. If the owner fails to comply with the order, the City may abate the nuisance at the sole cost of the owner.
 - 2. For any abatement done by the City, the City Clerk shall add an administrative fee of two hundred and fifty dollars (\$250) per occurrence in addition to the cost of the abatement services.
 - 3. Tax Bill. If the owner fails to reimburse the City for its costs, the City Clerk shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, for the property and the certified cost shall be collected by the City Collector or other official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing

delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

- b. If the Code Official determines that a property is in violation of this Ordinance, the property owner may be issued a municipal ordinance violation citation. That citation shall provide the property owner with the date and location of the violation, the date and time of the summons to court, and the underlying allegation of the municipal ordinance violation.
 1. Citations issued by the Code Official shall be provided to the City Prosecutor, who is authorized to file such citations in the Circuit Court of Phelps County, Missouri, Municipal Division, and prosecute the resulting municipal case. In each case, the maximum sentence shall be a fine of not more than \$500 and/or a jail sentence of not more than ninety (90) days in jail.
- c. In addition to any other remedy available at law or under this Article, the City of Rolla shall have the right to file and prosecute a civil cause of action for abatement of any nuisance as defined in this Article, and upon successful prosecution of such cause of action, the City of Rolla shall have the right to be awarded and recover from any defendant to such an action the City of Rolla's legal costs incurred and reasonable attorney's fees incurred in connection with any and all such civil causes of action to abate any such nuisances, in accordance with Section 79.383, RSMo. (Cum. Supp. 1993), as amended from time to time.
 - a. The remedies set forth in this section shall be considered alternatives and the City may pursue any or all such remedies.

Sec. 28-5 Liens from Abatements

If the Code official or their designee causes the nuisance to be abated by the city, the costs of the abatement and a reasonable charge for administering the abatement not less than two hundred and fifty dollars (\$250), shall be certified to the city clerk who shall cause a special tax bill therefore against the property to be prepared and collected by the Finance Director. The tax bill from the date of its issuance shall also be a lien on the property until paid. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes.

Sec. 28-6 Weeds.

The growth of weeds, brush or rank vegetation shall constitute a public nuisance with the following exceptions:

- a. All lots or parcels or portions thereof not within one hundred (100) feet of any residence or street.
- b. All undeveloped lots, parcels or right-of-way owned by the City of Rolla and dedicated for park and open space use, as bird sanctuaries, riparian corridors, detention basins, or as dedicated but undeveloped public right-of-way.
- c. Undeveloped lots which do not abut development on at least three (3) sides (Including developed streets); however, in such case, areas within five (5) feet of an abutting residential lot or within ten (10) feet of a street or within five (5) feet from a sidewalk must be maintained free from high weeds and grass.
- d. Undeveloped future phases of subdivisions that have been cleared or “brush hogged” shall be maintained in that condition until further development occurs.

Sec. 28-7 Weeds, etc., over ten inches in height declared nuisance per se.

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

Sec. 28-8 Notice to owner to abate weeds, etc.

The Code Official, or their designee, must provide notice to any property owner of a property on which a nuisance of weeds, brush, or other vegetation is located. Such notice may be either by mail or by posting notice on the property. Such notice must allow for not less than fifteen (15) days for the property owner to appeal the determination. If the property owner does not appeal the determination, or if the appeal is denied, the property owner must be given an additional five (5) days to correct the violation(s) before the city may abate the violation(s).

Sec. 28-9 Owner of land liable for cost of cutting weeds.

If the Code Official or their designee abates a property by the cutting and removing weeds, brush and other rank vegetation is, the costs of the abatement and a reasonable charge for administering the abatement not less than two hundred and fifty dollars (\$250), shall be certified to the City Clerk who shall cause a special tax bill therefore against the property to be prepared and collected by the Finance Director. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes.

Sec. 28-10 Reserved.

Sec. 28-11 2018 International Property Maintenance Code - Adopted.

That for the purpose of establishing minimum standards governing the condition and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to insure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; known as "International Property Maintenance Code, 2018 Edition" of the City of Rolla, Missouri, and each and all of the regulations of the International Property Maintenance Code, are hereby referred to, adopted and made a part hereof, as if fully set out at length herein.

Sec. 28-12 Amendments to adopted International Property Maintenance Code.

101.1 **Title**, City of Rolla, Missouri.

103.5 **Fees**. Delete.

106.4 **Violation Penalties**. Any person who shall violate a provision of this code or shall fail to comply therewith, or with any requirements thereof, shall be guilty of a Misdemeanor, punishable by a fine of not more than \$500.00, or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

111.1 **Applications for appeal**. Any person directly affected by a decision of the code official or a notice or order issues under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within thirty (30) days after the day the decision, notice, or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 **Membership of board**. The board of adjustment shall serve as the board of appeals.

111.2.1 – 111.2.5. **Alternate members. Chairman. Disqualification of member. Secretary. Compensation of members**. Delete

111.3 – 111.6. **Notice of meeting. Open hearing. Procedure. Postponed hearing. Board decision. Records and copies. Administration**. Delete

112.4 **Failure to comply**. \$50.00; \$500.00.

302.4 **Weeds**. Ten (10) inches (Add: Premises and exterior property specifically includes adjacent streets. The property owner is required to maintain those areas between the street pavement and the property line.)

304.14 **Insect screens.** (Year round)

602.3 **Heat supply.** (Year round)

602.4 **Occupiable work spaces.** (Year round)

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 18th DAY OF MARCH 2024.

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: Bid Award

Motion

ITEM/SUBJECT: Airport Zero-Turn Mower

BUDGET APPROPRIATION: \$12,000

DATE: 03/04/24

COMMENTARY:

City staff received bids for a zero-turn mower for the Airport. The bids were as follows:

J&S Small Engine Repair, LLC Rolla, MO Hustler X-One	\$10,750.00
Bobcat of Rolla St. James, MO Bad Boy Rouge	\$11,498.30
Heritage Tractor Rolla, MO John Deere 2950M	\$12,972.88
Gahr Truck & Equipment, Inc St. James, MO Ferris ISX3300	\$13,393.00

Staff recommends awarding the bid to the low bidder J&S Small Engine Repair, LLC for \$10,750.00.



VI.A.1

ITEM NO. _____

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

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

ITEM/SUBJECT: Project #572 – FY 2024 Pine Street Asphalt Improvements

**BUDGET APPROPRIATION: \$750,000
(Pine Street - \$185K)**

DATE: 03/04/24

COMMENTARY:

City staff received bids for the FY 2024 Pine Street Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$177,177.90
MoSeal, LLC 2416 N. Bluff Street Fulton, MO 65251	\$216,694.00
Capital Paving & Construction 117 Commerce Dr. Jefferson City, MO 65109	\$204,123.65
N.B. West Contracting Company 18637 US Highway 66 Pacific, MO 63069	\$212,048.90

This phase will overlay Pine Street from 6th to Bishop after the replacement of the curb and gutters.

Staff is requesting a motion to award the bid and the first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt LLC for \$177,177.90.

ITEM NO. VI.B.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT 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 Pierce Asphalt, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 18TH DAY OF MARCH 2024.

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 Pierce Asphalt 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: **FY 2024 Pine Street Asphalt Improvements, PROJECT 572**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2024 Pine Street Asphalt Improvements, PROJECT 572**.

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$177,177.90 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.

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

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

ITEM/SUBJECT: Project #576 – FY 2024 Phase II Asphalt Improvements

**BUDGET APPROPRIATION: \$750,000 DATE: 03/04/24
(Phase II - \$200K)**

COMMENTARY:

City staff received bids for the FY 2024 Phase II Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$214,599.16
MoSeal, LLC 2416 N. Bluff Street Fulton, MO 65251	\$289,553.00
Capital Paving & Construction 117 Commerce Dr. Jefferson City, MO 65109	\$235,531.50
N.B. West Contracting Company 18637 US Highway 66 Pacific, MO 63069	\$295,227.10

A map of the proposed overlays is included in the packet.

Staff is requesting a motion to award the bid and the first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt LLC for \$214,599.16.

ITEM NO. VI.C.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT 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 for Project 576 between the City of Rolla and Pierce Asphalt, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 18TH DAY OF MARCH 2024.

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 _____ **Pierce Asphalt 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: **FY 2024 Phase II Asphalt Improvements, PROJECT 576**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2024 Phase II Asphalt Improvements, PROJECT 576**.

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$214,599.16 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.

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

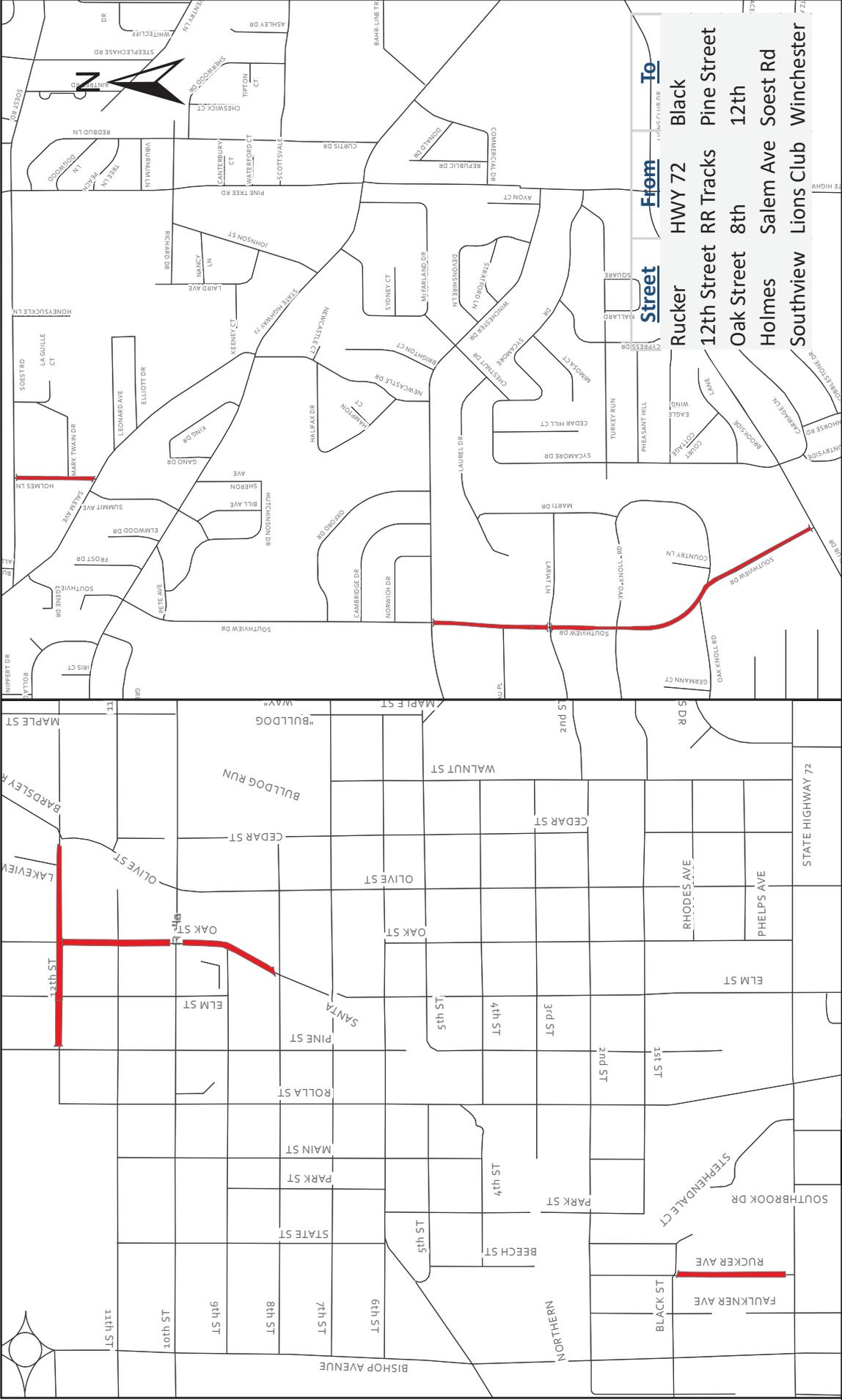
Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public



Legend

- Right-of-Way
- Phase II

Asphalt Phase II 2024

Quantities
 1639 TONS
 1.4 MILES



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