Open Citizen Comment Procedure

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

Rolla City Council Meeting
Monday, April 16, 2018
City Hall Council Chambers
901 North Elm Street
6:30 p.m.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman David Schott

I. OLD BUSINESS
   A) Ordinance Consolidating Lots 3, 4, 5, & 6, Block 7 & Lots 4, 5 & 6, Block 8, Cowan’s Addition & the Vacated Right-of-Way That Lies Between Lots 4, 5 and 6, Blocks 7 & 8 Cowan’s Addition (Sonic) (City Planner James Shields) – Final Reading

II. CONSENT AGENDA
   A) Motion Accepting the April 3, 2018, Certified Election Results -
      (City Administrator John Butz) – Motion

III. ELECTED OFFICIALS SWEARING-IN CEREMONY

   A) Comments/Recognitions of Outgoing Councilmembers:
      1) Councilman Monty Jordan
      2) Councilman Matt Miller
      3) Councilman Kelly Long
      4) Councilman Don Morris
      5) Councilman Walt Bowe

   B) Swearing-In of Newly Elected Officials- (City Clerk Carol Daniels)

Mayor Louis J. Magdits, IV
Municipal Judge James T. Crump    City Attorney (Prosecutor) Bradley A. Neckermann

COUNCILMEMBERS
Ward 1 – Daniel A. Jones               Ward 4 – Jody Eberly
Ward 2 – Ann Murphey                  Ward 5 – Jimmy Dale Williams
Ward 3 – Jacob Rohrer                  Ward 6 – Tiffany Henry
IV. PUBLIC HEARINGS
A) Ordinance Rezoning Lots 1 & 2 of the Rolla Skilled Nursing Facility, Plat No. 1 Subdivision from R-2 (Two-Family District) to R-3 (Multi-Family District) – (City Planner James Shields) – First Reading

V. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS
A) National Day of Prayer (May 3, 2018) Proclamation
B) Rolla Regional Economic Commission (RREC) Report – (RREC Executive Director Cyndra Lorey)
C) The Centre - Community Benefit Report – (Parks & Recreation Director Floyd Jernigan)

VI. NEW BUSINESS
A) Ordinance Vacating a Section of Bryant Road & Dedicating a 6.15 Right-of-Way Tract to Missouri Route 72 – (City Planner James Shields) – First Reading
B) Ordinance Authorizing the Mayor to Enter into an Agreement with the Cedar Grove Sewer District – (Public Works Director Steve Hargis) – First Reading
C) Ordinance Authorizing the Mayor to Enter into an Agreement with the Shady Oaks Sewer District – (Public Works Director Steve Hargis) – First Reading
D) Ordinance Authorizing the Mayor to Enter into a Pedestrian Bridge License Agreement with the Missouri Highway & Transportation Commission – (Public Works Director Steve Hargis) – First Reading
E) Motion Granting Utility Easement to Rolla Municipal Utilities – (Public Works Director Steve Hargis) - Motion

VII. CLAIMS and/or FISCAL TRANSACTIONS
None.

VIII. MAYOR/CITY COUNCIL COMMENTS
A) Motion Appointing Bicycle Pedestrian Advisory Committee (BPAC) Members – (Public Works Director Steve Hargis) – Motion
B) Appointments to the Environmental Services Review Board – Motion
1) Councilman Jim Williams
2) Councilman Jacob Rohter
C) Appointments to the Finance/Audit Committee – Motion
1) Councilman Jonathan Hines
2) Councilman John Meusch
D) Motion Appointing Mr. Monty Jordan to the Planning & Zoning Commission to Complete the Unexpired Term, Plus an Additional Term, due to the Resignation of Mr. Jack Merris (June 2022) – Motion
E) Motion Appointing Mr. Walt Bowe to the Planning & Zoning Commission to Complete the Unexpired Term due to the Resignation of Mr. Bill Lindgren (Jan. 2021) – Motion
F) Motion Appointing Dr. Ronald D. Wilkerson to the Airport Advisory Committee to Complete the Unexpired Term, Plus an Additional Term, due to the Passing of Mr. William E. Hoertel - (July 2020) – Motion
VIII. **MAYOR/CITY COUNCIL COMMENTS (continued)**

G) **Motion** Reappointing Mr. Dale Bleckman to the Library Board (May 2021, 3rd Term)

H) Nomination of Councilman Matt Crowell as the City Council Planning & Zoning Commission Representative

I) Council Appointment of Mayor Pro-Tempore

IX. **CITIZEN COMMUNICATION**

A) Open Citizen Communication

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

A) Monday, May 7, 5 p.m. – Pre Council Workshop – Preliminary (Treatment Plants) Facility Report

B) Phelps County Commission Rotating Community-Based Meeting – 5:30 p.m. Thursday, April 19th in Council Chambers

XI. **CLOSED SESSION**

Pursuant to RSMo. 610.021 the City Council will discuss the following issues in Closed Session:

Real Estate

XII. **ADJOURNMENT**
A request to consolidate all of Lots 3, 4, 5, and 6 of Block 7 of Cowan’s Addition and all of Lots 4, 5, and 6 of Block 8 of Cowan’s Addition together with the vacated right-of-way that lies between the fourth, fifth, and sixth Lots of Blocks 7 and 8 of the Cowan’s Addition Subdivision through the resubdivision process.

APPLICANT: The parcels subject to the proposed ordinance (the subject parcel) are owned by D.L. Rogers Corporation, which is a Sonic Restaurant operator. On behalf of D.L. Rogers, Michael Calkins (the applicant, who could be understood as the project manager) submitted the first draft of a Final Plat Map and a set of development plans.

LOCATION: The subject parcels and vacated right-of-way are located on the west-central side of the City of Rolla, Missouri, approximately 250 feet northeast of the intersection of U.S. Highway 63 and State Highway Route 72 (See Figure 1-A for general location map and see Figure 1-C for an outline of the subdivision area, which equates to the “development site” in the zoning map in Figure 1-C).

CURRENT USE & ZONING: The current use of the subject parcel is residential and commercial. However, the six existing primary buildings on the subject parcels have been issued demolition permits. The subject parcels are located in the Neighborhood Business District (C-1) and the Highway Commercial District (C-3). However, the one parcel that is located in C-1 is in the process of being rezoned to C-3.

PROJECT DESCRIPTION: The applicant proposes to consolidate seven platted lots together with an area of vacated right-of-way into one lot. The purpose of this subdivision is to create a site suitable to establish the land use of “Drive-in, pick-up, and drive-through restaurants” by constructing a Sonic restaurant (See Figure 2-B for an image of part of the first draft of the Final Plat Map).

ANALYSIS:
AREA AND BULK REQUIREMENTS: The new lot that will be created from this consolidation will be approximately 1.75 acres and will meet the lot width and minimum area requirements of both the C-1 and C-3 zoning districts. This lot consolidation will not affect the setbacks of the existing buildings on the subject parcels, all of which are intended to be demolished.
**PARKLAND DEDICATION:** Parkland Dedication or fee in lieu of such dedication is only required when a lot split of more than two lots occur. Because this is a consolidation, this provision does not apply to this proposal.

**PROCESS:** In order for a Final Plat Map to be considered for approval by the Planning & Zoning Commission (i.e. put on the docket), development plans must be submitted with a Final Plat map, if they are needed. The Public Works department indicated at the Development Review Committee meeting that development plans are needed. The appropriate departments have received development plans (See Figure 2-A for the site plan from the development plans and Figure 2-B for an image of the main part of the first draft of the Final Plat Map). Furthermore, there are additional stipulations that shall be applied to this subdivisions process that derive from conditions of the ordinance that conditionally approved the vacation of Faulkner Avenue, which is the section of right-of-way that is being consolidated together with the subject parcels. The vacation ordinance states that "Said vacation will not take effect until a subdivision plat that addresses all utility easements is approved...[and] no building permits will be issued until all platting issues, easements, and utility relocation are addressed". Thus, the vacation and subdivision approval will occur concurrently and the final approval of the subdivision is dependent on all utility easement issues being resolved. To date, all relevant departments are satisfied with the location of the utilities, as depicted on a revised utility plan submitted on the 26th day of March. The City has received a revised Final Plat Map to ensure the appropriate easements are shown to accommodate these utilities and that all comments (Figure 2-D and figure 2-E) have been addressed. In addition, a revised development plan that addresses the comments from the public works department (See Figure 2-E for those comments) was submitted and approved by the Public Works Department. The term "relocation issues" used in a condition of the aforementioned vacation ordinance, could encompass more than just easement issues. Therefore, although not necessarily needed, a condition of the subdivision approval could be that all utility relocation issues shall be resolved before building permits are issued.

**PUBLIC & INTERNAL COMMENTS:** No petitions have been filed to the community development department. In addition, the Development Review Committee (met on 02/27/18) have submitted two Final Plat Map memos, which can be viewed in Figures 2-C and 2-D, and one set of comments (Figure 2-E) regarding the first draft of development plans that were submitted.

**ACTION REQUESTED:** Unanimously, the Planning & Zoning Commission recommends approval. The action requested from the City Council is to conduct the final reading of an ordinance that would approve the applicant’s proposal to consolidate seven platted lots together with an area of vacated right-of-way.
Figure 2-A, Newest Site Plan from Development Plans
ORDINANCE NO. _______

AN ORDINANCE TO CONSOLIDATE ALL OF LOTS 3, 4, 5, AND 6 OF BLOCK 7 OF COWAN'S ADDITION AND ALL OF LOTS 4, 5, AND 6 OF BLOCK 8 OF COWAN'S ADDITION TOGETHER WITH THE VACATED RIGHT-OF-WAY THAT LIES BETWEEN THE FOURTH, FIFTH, AND SIXTH LOTS OF BLOCKS 7 AND 8 OF THE COWAN'S ADDITION SUBDIVISION THROUGH THE RESUBDIVISION PROCESS. (SONIC)

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

SECTION 1: A consolidation of all of Lots 3, 4, 5, and 6 of Block 7 of Cowan's Addition and all of Lots 4, 5, and 6 of Block 8 of Cowan's Addition together with the vacated right-of-way that lies between the fourth, fifth, and sixth Lots of Blocks 7 and 8 of the Cowan's Addition Subdivision through the resubdivision process.

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


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

I. A. S.
MEMO

To:                James Shields
From:              Vicki Cason
Subject:           Development Review Committee
Date:              February 26, 2018

RMU has reviewed the articles submitted for discussion at the February 27th meeting and provides the following comments:

1. Rezone East half of Lot 4, Block 7 Cowan's Addition (Sonic): RMU has no comments with regards to the rezoning.

2. Sonic Consolidation Plat (Sonic): RMU has discussed easements with the developer for the water and electric relocations that will be required as part of the development. The easements should be shown on the plat. RMU has provided a cost estimate for the overhead electric relocation. It will be the developer's responsibility to relocate the water main with RMU providing approval of the plan and inspection of the work as it is completed.

c: Rodney Bourne, RMU General Manager
    Chad Davis, RMU Operations Manager
I.A.

DEPARTMENT OF PUBLIC WORKS

City of ROLLA

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

Phone: (573) 364-8650 FAX: (573) 364-8602 e-mail: publicworks@rollacity.org www.rollacity.org

Memo

TO: Community Development

FROM: Everett Briggs/Public Works Staff

Cc: Buckley D. Blevin, SH, DP, DJ, DF, TF, AM, File

DATE: February 27, 2018

SUBJECT: Review of Final Plat of Single Consolidation

The public works staff has completed review of the above referenced plat and except for the following finds it to be in accordance with City of Rolla, Missouri Subdivision codes.

1) The Land Development Permit (LDP) fee for this C-3 zoned property would be calculated as follows:

   

   $600 + ($150 x 1.75 acres) = $862.50

2) This is a minor re-subdivision of an existing planned subdivision and as such a fee in lieu of Storm Water Detention facilities will not be necessary.

3) I understand it is a technicality but not all of this property is under one ownership. The east half of Lot 4, Block 7 of the Cowan's Addition is currently still owned by Clifford Holt. The sale of this property won't take place until the zoning changes but what happens if the zoning change is not approved.

4) The parcels labeled P3 and P4 are also incorrectly labeled as being in Block 5 of the Cowan's Addition and they are actually in Block 7.

5) The listed outline boundary in the consolidated parcel description meets closure requirements.

6) Street names and widths need to be shown on the plat.

7) All of the calls of the east boundary of the plat, listed in the Consolidated Parcel Description, should be shown on the plat with dimensions arrows.

8) There are 2 number of lines and/or intersections in the consolidated parcel description:

   A) The P.O.B. is not the northwest corner of Block 7.

   B) The third call of the description ends at a 50' capped rebar on the eastern right of way of Faulkner Avenue not the northern.

   C) The fourth call is running across said right of way along the south line of the vacated Faulkner Avenue to the western right of way line of Faulkner Avenue. Also as by plat Faulkner Avenue is 40 feet wide it would appear that the listed distance of 56.11 feet is too short.

9) There are no easements shown of any kind.

10) Faulkner Avenue was vacated by ordinance number 4354 retaining utility rights over the vacated area. This ordinance requires that all utility adjustments be worked out for it to be effective. This should be shown on the plat.

11) We have not received any development plans showing how the existing utility infrastructure will be adjusted to accommodate the new construction.

12) The notes and information under the heading "UTILITY NOTES" are all useful information but are not required on the subdivision plat. Perhaps they would be better on development plans.

13) The single tax being vacated needs to be labeled as Lot 1.

14) Two permanent reference monuments need to be shown on the plat and set in the field per Section 42-29 of the City of Rolla Subdivision code.

15) A line and symbol chart should be added to include the symbol to be used for the permanent reference monument.

16) The Rolla city codes can be accessed online at www.rollacity.org and then click on the city ordinance button.
Engineering staff has completed the review of the construction plans for the new Sonic Drive-in. The following comments are a result of this review:

1) There are no details for the 2 new manholes to be built.
2) The sanitary sewer line to be laid between the 2 new manholes is not labeled. The length, material, size and grade needs to be shown.
3) The Sonic Consolidation Plat does not show any utility easement for the sanitary sewer line to be laid between Faulkner Avenue and Rucker Avenue.
4) The plans have a standard detail for roll over curb and a detail for straight back curb inlets. The two don't work together.
5) The plans show a detention pond with an 18"Dia. RCP outlet pipe at 10% grade. This pipe is tied into an existing city curb inlet that has 12"Dia. RCP outlet pipe. We would like to see the run off areas and calc's used to size the detention pond outlet pipe.
DEPT: John Butz, City Administrator  ACTION REQUESTED: Motion

SUBJECT: Consider Motion Accepting the April 3, 2018 Certified Election Results

BUDGET APPROPRIATION (IF APPLICABLE): N/A  DATE: April 16, 2018

COMMENTARY: Attached are the election results from the April 3, 2018 election as certified by the Phelps County Verification Board.

Recommendation: A motion accepting the April 3, 2018 election results as certified by the Phelps County Verification Board.
April 12, 2018

City of Rolla
Attn: Carol Daniels, City Clerk
901 N. Elm
Rolla, MO 65401
573-426-6947 Fax

VERIFICATION BOARD
CERTIFICATION OF ELECTION RESULTS
APRIL 3, 2018 GENERAL MUNICIPAL ELECTION
FOR THE CITY OF ROLLA

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*Not tallied, no candidates having filed as qualified write-ins pursuant to RSMo 115.453 (4)
CERTIFICATION OF ELECTION RESULTS CITY OF ROLLA
APRIL 3, 2018 ELECTION
Page 2

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*Not tallied, no candidates having filed as qualified write-ins pursuant to RSMo 115.453 (4)

**Not categorized pursuant to RSMo 115.507, where it states that “...the absentee votes shall not be reported separately where such reporting would disclose how any single voter cast his or her vote.”

Beth Pross, Democratic Verification Judge
Michael Gosnell, Republican Verification Judge
Pamela K. Grow, Phelps County Clerk
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development
ACTION REQUESTED: First Reading & Public Hearing

SUBJECT: A request to rezone Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision, which is also known as 2735 Eagleson Drive, and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3) and to amend the Future Land Use Map to designate said parcels as Residential Medium High Density.

(SILVERSTONE)
MEETING DATE: 04-16-2018

GENERAL INFORMATION:
CASE NUMBER: ZON18-02
LEGAL AD DATE: 03-29-2018
SUBMISSION DATE: 03-21-2018
300 FOOT NOTICE: 03-27-2018

APPLICANT: The parcels subject to the proposed ordinance (the subject parcels) are owned by Rolla SNF LLC. Greg Spence is the registered agent of this LLC and is one of the owners of the Silverstone Place Skilled Nursing & Rehabilitation Center, which is located on the site.

LOCATION: The subject parcels are located in northwest Rolla, Missouri, approximately 175 feet southwest of the intersection of Vichy Road and Eagleson Drive. The property that makes up the two deeded parcels, which, together, constitutes four platted lots, have been assigned the Phelps County Assessors Account Numbers of 3939.07 and 3939.01 (See Figure 1-A for a general location map and Figure 1-B for a large scale map of the site).

CURRENT USE, ZONING, AND FLUM DESIGNATION: Parcel 3939.07 is located wholly within the Single-Family (zoning) District (R-1), is vacant, and is about 0.49 acres in size. Parcel 3939.01 is located within the R-1 District and within the Two-Family (zoning) District (R-2), is used for the location of a nursing home, and is 20.35 acres in size. The Future Land Use Map (FLUM) designation for both parcels is Low Density Residential.

PROJECT DESCRIPTION: The applicant proposes to locate the subject parcels wholly within the Multi-Family (zoning) District (R-3). The current use of a nursing home is not permitted in R-2. Primarily, an R-3 zoning designation is requested to permit the current use (See Figure 1-D for a project description and FLUM amendment authorization). In addition, the approval of the rezone will allow for the possible construction of new multi-family units that would be intended for assisted living and rehab for the elderly. While the specifics are still in the design stage, it can be said that the multi-family units and their driveway would be located on their own lot, and that there may be about 50 to 60 new units constructed at a low density (See Figure 1-C for a conceptual drawing). The submission of a subdivision proposal is planned for the near future to create a lot around the existing nursing home facility and an entrance driveway to be used for loan and title purposes. This subdivision will also be designed to accommodate the possible future expansions discussed above. To maintain consistency with Rolla 2020, a FLUM amendment is required.
ANALYSIS:
HISTORY & SITUATION: In 2006, a two-phase, single-family (SF) subdivision, which was entitled AR Wood Hills, was proposed. The proposal included land that is now within the Arwood Hills No. 1 Subdivision and the Rolla Skilled Nursing Facility Plat No. 1 (referred to in this report as the Silverstone Subdivision). The First phase of AR Wood Hills, Arwood Hills No. 1 (a 40-lot plat), was approved in 2006. Lot A was dedicated to the City of Rolla (also referred to as the City) for stormwater detention and Lot B was dedicated to the City as parkland. The City currently owns both lots. In 2007, much of the land of the subject parcels was rezoned to R-2. In 2013, the Silverstone Subdivision plat was approved. It consolidated 20 Lots (about four acres) from the Arwood Hills No. 1 Subdivision and the land to the south (about 16 acres) into two lots. Lot 2 was offered for parkland dedication, but the council decided to collect $9,516 in lieu of the dedication. The Silverstone nursing home was built on Lot 1 of the Silverstone Subdivision shortly after.

Only ten of the 40 lots within Arwood Hills No. 1 were developed as SF homes, the newest of which is for rent. In addition, immediately to the southeast of these two subdivisions is an 11-acre, vacant parcel that was conditionally zoned from R-1 to R-3 in 2007. Except to the southeast, surrounding the subject parcels is unincorporated Phelps County. Within a fourth of a mile to the southeast of the vacant R-3 land is land zoned R-1, R-2, R-3, and some Planned Unit Developments (PUDs). The nearby SF homes along Vichy Road were built in the 50s and 60s. To the immediate east of Vichy Road, most of the SF homes were built between the 70s and 90s. Most of these homes are a little over 1000 square feet, which is more than 1000 square feet less than the average SF home built today. Also nearby is a trailer park, many multi-family units, and a fraternity house.

MAP CORRECTION: It was an error on the City’s part to allow a nursing home to be built in R-2. Subsection 42.250.2(f) of Rolla’s Planning and Zoning Code (the Code) states that the Planning & Zoning Commission shall consider if a proposed rezoning would correct an error in the application of the Code. Without the approval of this proposal, the City cannot convey to federal agencies and the like that the property conforms to the Code, which can be problematic.

CHANGING CONDITIONS: There has been little R-1 development in the area since the area’s annexations (1972/84). The failure of Arwood Hills is a testament to the reluctance of the development community to invest in SF housing that is situated around dissimilar housing types and existing SF homes that are considerably older and smaller. While there could have been other factors contributing to Arwood Hills’ failure, such as small lots or the recession, market signals tell us that preserving the area for new SF housing may prevent the area from being developed at all. A year after Arwood Hills No. 1 was platted, the City annexed “the Southside”, which could be considered ideal for SF development. This annexation increased the supply of such ideal land and could be significant contributor to northern SF failures.

LAND USE COMPATIBILITY: Most of the housing in the neighborhood area is multi-family. The ten SF homes that are located in Arwood Hills are sparsely distributed and are likely to continue to be secluded from other SF homes because it cannot grow northward without annexation and because it was meant to grow southward into a sizable neighborhood, but now cannot. Nine homes on one street may receive benefits from the introduction of more housing because of the possibility for increased positive social interactions, which can lead to a better sense
of community and expand social networks. The traffic on the street should be expected, as it is the entrance to a housing subdivision and is comparable to the traffic of the area if developed as SF.

**INTENT OF THE COMPREHENSIVE PLAN:** *Rolla 2020*, the latest update to Rolla’s comprehensive plan, speaks to the importance of ensuring that the increasingly aging population has proper residential facilities that provide services and accommodations that many seniors tend to require (*Rolla 2020*, p. 28). This rezone will not only allow for a nursing home to be legally established in the City, but also will allow for potential future development of dwellings that will be situated near the nursing home, which will provide the opportunity for those who are in rehab and don’t need 24-hour care to be independent, but still close enough to benefit from the nursing home community’s support, social networks, and resources.

**TRAFFIC SAFETY:** The previously approved subdivisions and rezones in the area would have permitted over 150 units (south-abutting R-3 property = 86 units, built-out AR Woods Hills = 80 units). These approvals imply that traffic safety would not have been compromised with that amount of population increase. Eleven years later and the development of the abutting R-3 property has never come to fruition. Arwood Hills No. 2 is no longer proposed. Arwood Hills No. 1 consists of nine homes. Thus, this proposal is unlikely to cause more traffic than has already been approved in the past. In addition, Vichy Road currently generates 3600 cars per day. Capacity for the road would be 10,000 cars per day or more. Each multi-family unit generates 6.1 trips per day, which means that 1049 units would need to be developed to reach 10,000 trips per day. At 37 units per acre (max. density of full buildout of R-3), the subject parcels could generate 771 units.

**PUBLIC & INTERNAL COMMENTS:** No protest petitions have been filed to this department. However, one abutting property owner filed a formal comment letter, which can be found in Figure 1-E, that conveys worries about property values, construction traffic parking on/blocking the street, and obstruction of view. Another owner of property nearby also submitted a comment later (See Figure 1-F). Several comments were made by other property owners at the Planning & Zoning Commission Meeting on April 10, 2018. No internal comments were made.

**ACTION REQUIRED:** Unanimously, the Planning & Zoning Commission recommends approval. The action requested from the City Council is to conduct the first reading of and the public hearing for the applicant’s proposal to rezone the subject parcels from R-1 and R-2 to R-3 and to amend the Future Land Use Map to designate said parcels as Residential Medium/High Density.
Figure 1-A, General Location Map for ZON18-02
SILVERSTONE REZONE:
Location and Details

• Applicant: The parcels subject to the proposed ordinance (the subject parcels) are owned by Rolle SNF LLC. Greg Spence is the registered agent of this LLC and is one of the owners of the Silverstone Place Skilled Nursing & Rehabilitation Center.

• Proposal: Rezone parcels from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3)

• Notice Details: Legal ad ran on 03-29-2018, neighbor notice sent out on 03-27-2018, signs posted on 3-30-18

• Use & Structure Status:
  - Current uses are vacant land and a nursing home, which is not permitted in the current zoning district.
CONCEPTUAL DRAWING
ONLY:
Nursing Home and Driveway will be on Separate Lot
**APPLICATION - AMENDMENTS TO OFFICIAL ZONING MAP (i.e. REZONES)**

This form must be completed, signed, and accompanied with the appropriate fees before being considered for placement on Planning & Zoning Commission docket.

1. **Current Zoning District(s):**
   - R1
   - R2

2. **PROJECT DESCRIPTION** (Describe your project in as much detail as possible):
   - The purpose of the rezoning of this tract is to make the zoning compliant with current use. Site is the Silverstone Skilled Nursing Facility.

3. **SUBJECT PARCELS** (Parcel Account #’s or Street #’s & Names):
   - 11-04-7.0-35-000-002-001-00 & 11-04-7.0-35-002-001-007

4. **CONTACT INFORMATION:**
   - All property owners must be listed. Agent, if one, is main contact.
   - **PROPERTY OWNER(S):** Kella SNH LLC
     - Address of property: 2735 Eaglewood Dr Rolla MO 65401
     - Mailing address: 1488 Golden Lane, Fortuna, MO 65477
     - Email & phone: gspine@crudecore.com (573) 267-3125
   - **PROPERTY OWNER(S):**
     - Address of property:
     - Mailing address:
     - Email & phone:
   - **AGENT or SURVEYOR:** Arina Elgin, Synelester Duse JES
     - Address of property:
     - Mailing address: 310 E 4th St Rolla MO 65401
     - Email & phone: nurse@crudecore.com (573) 364-8882

5. **CONFORMANCE TO CODE & AUTHORIZATION:**
   - The owner(s) and/or agent(s) agree that the application will be placed on hold if the proposed lots do not meet the minimum lot requirements of the (zoning) district in which they will be located, or if a complete application is not filed, or if the processing fees are not paid in full at the time of application. The undersigned further states that I (we) are the owner(s) of the property proposed to be rezoned, and that no other party has any interest in the property. The proposed plat shall be signed and/or submitted to the City Council dockets on the approval.

   ![Signature of Owner/Agent](signature1)

   **NOTE:** The position must be the signature of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign in the owner's name and may be required to attach the owner's written notated authorization to this application.
Figure 1-E, Citizen Comment Letter

David and Barbara Hooten
2759 Eagleson Drive
Rolla, Missouri 65401

Rolla Planning and Zoning Commission

James Shields
City Planner

Mr. Shields:

We would like to formally protest the proposed rezoning of Phelps County Assessor’s Account Numbers 3939.01 and 3939.07 from R1 and R2 to R3.

We believe this rezoning would have the following adverse effects:

1. It would lower our property value.
2. It would increase traffic and parking along Eagleson Drive. And since this street does not go through, as we were originally told it would by the construction company who built the Silverstone nursing home, it would increase the number of people turning around in our driveway.
3. New multi-story housing would block our view.
4. We would have construction equipment, semi-trucks and construction worker’s vehicles blocking the street and parking in front of our home during construction. Just as we did for the two years the nursing home was under construction.

If this proposed rezoning is done, I have no reason to believe the owners of the property would not build multi-storied dwellings adjacent to or across from our property. Since after the previous construction we were told that property directly across from ours would “look like a park”, the curb across from our property that was removed during construction would be replaced and Eagleson drive would be extended to the nursing home. None of this was done.

Thank you,

David and Barbara Hooten
DeGraffenreid, Keri Nicole <kdegraff@mst.edu>

Mon 4/9/2018 9:50 AM

to James Shields <jshields@city.org>,

Mr. Shields,

My husband, our two small children, and I live on Eaglecon Dr near Silverthorne. We received the letter about the rezoning request for Silverthorne. We are very concerned and quite frankly unhappy to hear about this. Would you be able to send me any information about the rezoning request and/or the meeting tomorrow night?

Thank you,

Keri
ORDINANCE NO.

AN ORDINANCE TO REZONE LOT 1 AND LOT 2 OF THE ROLLA SKILLED NURSING FACILITY PLAT NO. 1 SUBDIVISION, WHICH IS ALSO KNOWN AS 2735 EAGLESON DRIVE, AND LOT 29 AND LOT 30 OF THE ARWOOD HILLS NO. 1 SUBDIVISION FROM THE SINGLE-FAMILY DISTRICT (R-1) AND THE TWO-FAMILY DISTRICT (R-2) TO THE MULTI-FAMILY DISTRICT (R-3) AND TO AMEND THE FUTURE LAND USE MAP TO DESIGNATE SAID PARCELS AS RESIDENTIAL MEDIUM HIGH DENSITY.

(SILVERSTONE)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department on March 21, 2018, requesting the property described above be rezoned according to the Planning and Zoning Code of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, RSMo Chapter 89.300 through 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan; and

WHEREAS, a public notice was duly published on March 29, 2018 in the Rolla Daily News that in accordance with law provided notice that a public hearing would be held at Rolla City Hall, 901 North Elm Street, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on April 10, 2018 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the proposed rezoning and proposed Future Land Use Map amendment; and

WHEREAS, the Rolla City Council, during its April 16, 2018 meeting, conducted a public hearing on and the first reading of the attached ordinance that would enact the proposed rezoning and proposed Future Land Use Map amendment; and;

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 proposals would promote the public health, safety, morals, and 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 Rolla Planning and Zoning Code, Ordinance No. 3414, which is Chapter 42 of the Code of the City of Rolla, Missouri, and a Code that, in accordance with the Comprehensive Plan, controls the regulation of zoning districts, the boundaries of zoning districts, and the Official Zoning Map, is hereby amended by amending the zoning classification of the following described property from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3):
All of Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision

SECTION 2: That the Future Land Use Map component of the Rolla 2020 Comprehensive Plan Update, 2006, is hereby amended as required by Section 42-7 of the Rolla City Code, to designate Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision, which is also known as 2735 Eagleson Drive, and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision as the Residential Medium High Density land use category.

SECTION 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the rezoning process has been completed by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
Rolla has a facility that had paid visits from more than 400 zip codes in 2016. You could call that a destination. You can also call it "The Centre," the city’s crown jewel that provides the splash, the dunk, the spike—the physical challenges and social congregating that brings members and visitors back time and again. It has just celebrated 15 years in the community.

From the grand opening on June 1, 2002, the Centre has benefitted from a half-cent sales tax earmarked for recreation facilities that was passed by the citizens of Rolla in 1998. This funding source ended in 2013, so the facility has been operating on income derived from the services the Centre provides, and a subsidy from the reserve fund balance—not the general fund—of the initial tax. The annual operating budget runs between $150,000 to $250,000 per year.

“We want to provide a facility the citizens can be proud of and provide a way to raise wellness, education and awareness for all citizens,” said Parks and Recreation Director Floyd Jernigan.

He notes that day passes, value passes and reimbursements from insurance companies for qualifying members have extended The Centre’s geographic reach and has put The Centre within the budget of households that might not have been able to afford it, otherwise.

“We think the day passes are very affordable ($6 for a senior or youth and $8 for an adult) and you can come and take part in 33 different fitness classes in any given week, such as Yoga, Zumba, Kickboxing, and strength conditioning, all of which are free to members; play basketball, go swimming, or use the [exercise] equipment on the floor."

“Our [membership] numbers are up and that’s very encouraging,” he said. “It takes good functioning equipment that is appealing to people—it has to be useful and meets their needs, along with a variety of programs and getting the word out that you’ve got that. At the same time, you’re being the best possible steward with what the citizens have given us. I’m always mindful that we work for everybody in the community.”

—Excerpted from an RDN article by John Buckner
NUTS & BOLTS

9 basketball goals
2 full size basketball courts
3 full size volleyball courts
4,000 square foot fitness area
6 reservable meeting rooms
Indoor pool with water slide
Community Lounge with pool table
Indoor walking/running track

STAYING CONNECTED

557 Twitter Followers, 3,501 Tweets
3,886 Facebook Followers, 4,013 Page Likes
422 Instagram Followers, 125 posts
Monthly Member E-Newsletter
Seasonal FunTimes Magazine-Print and digital copies

USER FEEDBACK

4.3 Stars on Facebook
149 comment cards received
2 Open Houses held

PROGRAM ATTENDANCE/REVENUE

490 Programs Offered
3,406 Participants
$126,055 in Revenue

COMMUNITY INVOLVEMENT/PARTICIPATION

ARTSROLLA !ATTENDANCE: 25,000
PARENTS AS TEACHERS ATTENDANCE: 1,388
Community Benefits

- Display space for artists with ArtsRolla!
- Fundraisers for Breast Cancer Awareness and Research
- Showcase for Master Gardener Landscaping
- Host multiple community events--Daddy Daughter Dance, Breakfast with the Bunny, Firecracker 5K, Halloween Spooktacular & Boo Splash, Pictures with Santa, etc.
- Host of Capable Kids Camp with The Community Partnership
- First place of employment for many youth Internship program, connecting students to careers
- Volunteer Opportunities Utilized by camps, schools, church groups, sports, etc.

- Support Groups
- Fitness education for employers
- Improving community health
- Recruiting tool for PCRMC, MS&T, and other employers
- Showcase for Realtors providing community tours
- Offer opportunities for Boy and Girl Scout badges
- Tournament Site for Volleyball and Basketball
- Facilities for High School and University athletic programs
- Rescue training for local fire departments, highway patrol, and other emergency responders
The Centre

Highlights

• 2,880,806 visitors from opening day in 2002 to December 31, 2017
• 3,300+ Total Members
• Partnerships:
  - PCRMC Health Fair, Patient Therapy
  - Brewer Science Health Fair, Community Partnership-Camp Capable, Licking
    Summer Camps, Rolla Rockets, Roller Derby
  - Odyssey Scuba, area Boy Scouts, area law enforcement, Rolla Chamber
  - Rolla Public Schools, Missouri S&T, MU Extension Services, and various
    Preschools for P.E.
  - Local Businesses, Academy Sports, Arts! Rolla, Master Gardeners and Master
    Naturalists, area churches and non-profits
• Hosted visitors from over 400 zip codes and 38 states
• Annual National Senior Health and Wellness Fair
• $70,000 less expense in Fiscal Year 2017 than Fiscal Year 2016
• 5,164 Facility reservations, totaling 16,810 hours
• 34,106 Online Registration sessions
• Received $1,575 and hundreds of gift cards from Rolla businesses to help support
  community events throughout the year

Centre Revenue

- Program 29%
- Rental 21%
- Concessions 2%
- Miscellaneous 0%
- Resale 0%
- Reimbursement/Donation 2%

Centre Expense

- Personnel 66%
- Supplies 20%
- Services 9%
- Maintenance 4%
Aquatics Highlights

- 27 school groups utilized facility
- 290+ Aquatics programs offered
- 42,000+ patrons using the pool
- 1,847 registered aquatics programs participants
- New special events held such as an underwater egg hunt, Halloween Boo Splash, Swim Meet, Indoor Triathlon, etc.
- Monthly movies in the pool - fun for all ages
- Swimming lessons for all ages
- Lifeguard Training courses completed
- CPR/First Aid/AED courses completed

Recreation Highlights

- 7,000+ participants and spectators for Licking Shootout Tournaments for basketball and volleyball
- 140 Recreation programs offered
- 358 children in FunFest Summer Camp programs with full day and half day options
- 1,300 kids in Homeschool Sports and Games
- 1,229 participants in registered programs
- Birthday party packages to include pool sports themes
- Express Yourself Art classes for youth
- Fit Girls-Free Running, Reading, and Enrichment Program
- Hosted a Career Fair
Fitness Highlights

• 3,400+ Personal Training Sessions completed
• 440+ Group Fitness Classes offered (free to members)
• 12,900+ Group Fitness Participants—all time high
• New Equipment: cable crossover, squat rack, benches, mats, squat rack, stability balls, and kettle bells.
• New dead lifting platform and weight lifting mats
• Downloadable Fitness App to track workouts, view group fitness schedules, ask questions, connect to workout partners.

Larry Newberry’s recovery from stroke accelerated by optimism

Larry Newberry’s spirit comes through in his sparkling eyes. Even after a disabling brain-stem stroke in October of 2016, and a setback during recovery, the 74-year-old says he’s not a quitter. From the moment he arrives at The Centre to meet his trainer Jay Hartman, until he takes a rest—Larry embodies the adage: never give up.

Newberry and his wife Sharon visit Hartman at The Centre four times a week, and they’ve hardly missed since therapy began. Larry and Hartman had an instant connection. The positive energy between the two is a dynamic fueling Larry’s recovery.

For a while after the stroke, Larry had no movement on his right side. More than a year later, he can walk up to two-and-a-half laps around the track. But, well before he came to The Centre, a fall broke his hip and derailed his progress.

“To have someone like Jay to help motivate him, I mean that just means so much, because from what I’ve been told from therapists and different people that he’s dealt with, there are so many stroke victims that give up, and you know, don’t try. And, I’m thankful that that hasn’t happened.”

Jay and Sharon are both modest about their influence on Larry’s success, but it’s a team effort to get Larry back in the driver’s seat. Jay has set a series of small goals for Larry, and Jay says he’s checked them off every time. He evaluates Larry at the beginning of each session to determine what he will be able to do—asking questions about his sleep, diet, water intake and body pain. From there, he decides how to approach his training for the day.

Jay and Larry started with flexibility training and range of motion. Then, they worked on strengthening his joints. Once his joints got stronger, weights were added to revive his muscles, and he started to walk longer distances.

When Larry first came to Jay, he could only manage very short distances from room to room in his house with a walker. It took a while to build up the endurance in Larry’s legs, so he could support his body weight. Once he was ready, and he could make a couple of laps around the track with the walker, Jay focused on building up his strength.

Now that Larry’s endurance is built up, they’re working on building the strength in his legs to do everyday things. The next goal is for Larry to be able to go from chair to walker, unassisted.

“When you’re working with guys like Larry, who’s always positive when he comes in, it makes it that much easier for me. I know he’s going to get out there and I know he’s going to give 150 percent. I know he’s going to do it. And he always does. It makes it easier for me.” Jay says.

Sharon and Larry both appreciate Jay’s resolve, too. Sharon says when Larry has an off day once in a while—Jay doesn’t let it faze them.

“Jay is always so motivating. [He says] It’s OK! Tomorrow you’re going to do better.”

“He’s making life livable and possible for me,” Larry says.

• Article excerpted and photo from Phelps County Focus, Christy Hahn
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First reading

SUBJECT: An ordinance to vacate a section of Bryant Road and dedicate a 6.15 right-of-way tract to Missouri Route 72 through the consolidation of 12 deeded parcels that consist of parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, and 14 of the Revised Park Plaza Subdivision into two right-of-way tracts and three reconfigured lots.

( Champagne. 7 Ext. West)

MEETING DATE: 04-16-2018

GENERAL INFORMATION:
CASE NUMBER: SUB18-03  SUBMISSION DATE: 03-21-2018

APPLICANT: The 12 deeded parcels subject to the proposed ordinance (the subject parcel) are owned by the City of Rolla (See Figure 2-A for a delineated site map with identification of parcels). Sylvester Furse from Archer-Elgin Surveying and Engineering is the agent for this proposal on behalf of the Public Works Department.

LOCATION: The subject parcels are located on the west-central side of the City of Rolla, Missouri, approximately 400 to 1400 feet east of the intersection of Kingshighway and Interstate 44 (See Figure 2-B for general location map).

CURRENT USE & ZONING: The current use of the subject parcels is vacant land. The subject parcels are located in the General Retail District (C-1), the Highway Commercial District (C-3), and the Single-Family District (R-1).

PROJECT DESCRIPTION: The applicant proposes to consolidate 12 deeded parcels, which constitutes all of 12 platted lots and parts of two other platted lots, into one right-of-way (ROW) tract, which is to be dedicated to the city for the Highway 72 Extension, one other ROW tract that equates to the remnant cul-de-sac at the end of Bryant Road, and three lots. In addition, through the dedication of the ROW tract to Highway 72, the section of Bryant Road that falls within this ROW tract will be vacated. According to Steve Hargis, the following can be said about the plans for each lot/ROW tract. The City plans to vacate the detached cul-de-sac of Bryant Road and keep as an easement. Two of the lots, Lot 1 (0.31) and Lot 2 (0.61) are planned to be sold to the public. The City plans to keep Lot 3. All existing easements will continue to exist. This consolidation is occurring in order to create right-of-way for the west part of the Highway 72 Extension construction project and to consolidate remnants into usable lots (See Figure 2-C for an image of part of the final draft of the Final Plat Map and Figure 2-D for page of two of the same plat that details easements).
ANALYSIS:
AREA AND BULK REQUIREMENTS: The new lots that will be created from this consolidation will meet the lot width and minimum area requirements of their respective zoning districts.

ACCESS: Lot 1 and Lot 2 will have frontage on both Route 72 and Bryant Road. Lot 3 will have frontage on Highway 72. Article II of the Chapter 42, Subdivisions, defines a lot as having access on a street. While Lots 1, 2, and 3 may have frontage on Route 72, because the entire extension of Route 72 is a "restricted access" highway, these lots are not intended to have access onto Route 72. Since Lot 1 will not have access to a street, it may not be a usable lot to be sold to the public until it can be combined with an abutting lot that has access to a street.

PARKLAND DEDICATION: Parkland Dedication or fee in lieu of such dedication is only required when a lot split occurs of more than two lots. Because this is a consolidation, this provision does not apply to this proposal.

PROCESS, PUBLIC COMMENTS, & INTERNAL COMMENTS: The appropriate departments have received the first draft of the Final Plat Map. The Development Review Committee (met on 03/27/18) has submitted two comment memos, which can be viewed in Figures 2-E (Rolla Municipal Utilities) and 2-F (Public Works Department). A revised plat was submitted for a second departmental review. No more revisions are needed. No petitions have been filed to the community development department.

ACTION REQUIRED: Unanimously, the Planning & Zoning Commission recommends approval. The action requested from the City Council is to conduct the first reading of an ordinance that would approve the applicant's Final Plat map.
AN ORDINANCE TO VACATE A SECTION OF BRYANT ROAD AND DEDICATE A 6.15-ACRE RIGHT-OF-WAY TRACT TO MISSOURI ROUTE 72 THROUGH THE CONSOLIDATION OF 12 DEEDED PARCELS THAT CONSIST OF PARTS OF LOT 98 AND LOT 103 OF THE RAILROAD ADDITION SUBDIVISION AND ALL OF LOTS 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, AND 14 OF THE REVISED PARK PLAZA SUBDIVISION INTO TWO RIGHT-OF-WAY TRACTS AND THREE RECONFIGURED LOTS.

(HIGHWAY 72 EXT. WEST)

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

SECTION 1: An ordinance to vacate a section of Bryant Road and dedicate a 6.15-acre right-of-way tract to Missouri Route 72 through the consolidation of 12 deeded parcels that consist of parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, and 14 of the Revised Park Plaza Subdivision into two right-of-way tracts and three reconfigured lots.

SECTION 2: That the section of Bryant Road that is located within the tract of land that is labeled as “Right-of-Way Tract” on the Final Plat of HIGHWAY 72 EXTENSION WEST be vacated from and after the date that this ordinance is enacted.

SECTION 3: That the 6.15-acre tract of land that is labeled as “Right-of-Way Tract” on the Final Plat of HIGHWAY 72 EXTENSION WEST, which includes the section of Bryant Road vacated in Section 2 of this ordinance, be dedicated to Missouri Route 72 from and after the date that this ordinance is enacted.

SECTION 4: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

Mayor

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
Figure 2-A, Delineated Site Map for SUB18-03
Figure 2-B, General Location Map for SUB18-03
MEMO

To: James Shields
From: Vicki Cason
Subject: Development Review Committee
Date: March 26, 2018

RMU has reviewed the articles submitted for discussion at the March 27th meeting and provides the following comments:

1. Rezone Lots 1 and 2 of Rolla Skilled Nursing Facility Plat No. 1 and Lots 29 and 30 of Arwood Hills No. 1 (Silverstone): RMU has no comments with regards to the rezoning.

2. Hwy 22 Extension West (City of Rolla): RMU will require easements as have been discussed in detail with the City of Rolla.

cc: Rodney Bourne, RMU General Manager
    Chad Davis, RMU Operations Manager
TO: Steve Hargis, Public Works Director
FROM: Everett Briggs/Public Works Staff
Cc: Sylvester Farris Furse IV, DP, DJ, DF, TF, AM, File
DATE: March 27, 2018
SUBJECT: Review of the Final Plat of Highway 72 Extension West

The public works staff has completed review of the above referenced plat and except for the following finds it to be in accordance with City of Rolla, Missouri Subdivision codes.

1) The total area of this development exceeds one acre and a Land Development Permit #114 has been issued for the project.
2) The fee in lieu of storm water detention facilities will be waived since we would be paying ourselves and will be installing storm water improvements in conjunction with the road improvements.
3) The out boundary of the tract as labeled meets closure requirements.
4) Need to show the width of Bryant Road north and south of the right of way tract.
5) There are two lots labeled Lot 2.
6) The out boundary of the area to be subdivided should be shown with a continuous, solid border line that is thicker than all the other interior lines of the subdivision.
7) Need to add a written description that matches the heavy border and follows the complete out boundary of the subdivided property. This written description needs to list the total area of the subdivision.
8) Need to add two concrete cylinders with rod and surveyors I.D. cap, preferably on a common line, as permanent reference monuments per Sec. 42-29 (4) of the City of Rolla Ordinances.
9) Lot No.1 does not have 60 feet of road frontage on Bryant Road.
10) Easements “A thru I” are they to remain or be vacated?
11) Easement “J” needs to be dimensioned on the plat.
12) In the CERTIFICATE OF OWNERSHIP AND DEDICATION a restricted access of right of way Tract “A” is mentioned, however there is not a Tract “A” on the plat.
13) Also note No.9 under notes mentions right of way Tracts “A” & “B” that are not shown on the plat.
14) The Rolla city codes can be accessed online at www.rollacity.org and then click on the city ordinance button.
COMMENTARY: Attached is the modified sewer use agreement for the Cedar Grove Sewer District. Also attached are new bylaws for the district which comply with current state statutes. In addition we have new boundaries established for the district which include all properties served and those we can potentially be served by the district.

This district has been receiving city sewer services since the mid 1980's. We have an agreement in place now which provides the district with treatment only. This new agreement proposes to make the district a full sewer use customer of the city. We would provide for the collection system, treatment and billing.

This new agreement has been fashioned after the College Hills West Sewer District passed in late 2017. We will provide billing services to the individual district members. The sewer user rate for these individual district members will be at 1.50 times the city resident user rate. It also includes a one time fee of $150 to build a reserve. The district will maintain a $1,500 minimum in reserves to cover any delinquent district member sewer fees.

The attached Ordinance would authorize the Mayor to enter into the agreement and approve the new district bylaws and boundaries. The Cedar Grove Sewer District Board has approved the attached agreement, by-laws and boundaries.

Staff recommends approval.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE CEDAR GROVE SEWER DISTRICT.

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 sewer use agreement between the City of Rolla, Missouri, Phelps County Commission and the Cedar Grove Sewer District, a copy of said agreement being attached hereto and marked Exhibit “A”.

Section 2: The City Council of City of Rolla, Missouri hereby approves and acknowledges the sewer district by-laws as attached and marked Exhibit “B”.

Section 3: The City Council of City of Rolla, Missouri hereby approves and acknowledges new district boundaries for the Cedar Grove Sewer District as attached and marked Exhibit “C”.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

__________________________________________
MAYOR

ATTEST:

__________________________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________________________
CITY COUNSELOR
SEWER USE AGREEMENT

Date of Document: ____________________________

Grantor: Cedar Grove Sewer District

Grantee: City of Rolla

Mailing Address: PO Box 979, Rolla, MO 65402

Legal Description: Cedar Grove Sewer District

Reference Book and Page(s): ____________________________
EXHIBIT A

SEWER USE AGREEMENT
by and between
CEDAR GROVE SEWER DISTRICT
and
THE CITY OF ROLLA
and
THE COMMISSIONERS OF PHELPS COUNTY

This Agreement is made and entered into on the __ day of ________, 2018 by and between the Cedar Grove Sewer District, Rolla, Missouri, hereinafter referred to as “District”, the City of Rolla, hereinafter referred to as “City” and The Commissioners of Phelps County, Missouri, hereinafter referred as County.

WITNESSETH, That

WHEREAS, The Phelps County Commissioners desire to promote the public health and welfare of the citizens of Phelps County, Missouri, and;

WHEREAS, The Phelps County Commission established by Resolution on June 25, 1985 pursuant to Chapter 249, RSMo, a sewer district known as Cedar Grove Sewer District, and;

WHEREAS, Pursuant to Chapter 70, RSMo, political subdivisions shall have the power to cooperate and contract with governmental units, and;

WHEREAS, The Cedar Grove Sewer District intends to reimburse the City all costs and fees associated with the collection, transportation and treatment of the district’s sewerage;

NOW, THEREFORE, in consideration of each of the agreements contained herein, the parties agree as follows:

Definitions:

A. Laterals: The individual sewer line from the dwelling to the sewer main.
1. **Services by City to District.** City shall provide the following services to the District for purposes of providing technical assistance in the administration of the District Board:

   **A. Sanitary Sewer Collection, Transportation and Treatment:** City of Rolla Public Works Director/ City Engineer shall oversee the construction of all sewers and the treatment of district sewerage in accordance with all Federal, State and Local rules and regulations.

   1) The City shall maintain all new sewer mains, manholes and existing sewer interceptor to the district.

   2) The City shall provide treatment of the District's sewerage.

   3) Upon installation, inspection and approval by the City of Rolla Public Works Director / City Engineer the sewer laterals to each sewer user in the District shall be subject to agreement and by laws of the district. The City shall have no further liability for laterals, and the District and individual owners shall hold City harmless.

   4) The City shall have the right to require pretreatment of any users who discharge wastes that require special treatment prior to discharging into the City sewer system on the same manner and to the same extent that pretreatment requirements are imposed on users residing within the city.

   5) The city shall maintain the west access road from Cedar Grove to the pump station in its current or better condition.

   **B. Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

   1) Prepare and maintain the necessary financial records of the District Board, including appropriate journals and ledgers, using generally accepted accounting principles.

   2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the District Board on the status of its financial position on a semi-annual basis, or as requested.

   3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

   4) Maintenance and management of all necessary bank accounts.

   5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for District personnel.
6) Provide billing services to the District with annual bills to each individual sewer user of the District with quarterly statements for all applicable sewer user fees and charges as outlined in Section 8 of this Agreement.

7) Pay on behalf of District from District operating reserve account: reimbursements of trustees’ expenses including any unpaid sewer fees, insurance, legal fees/expenses, filing fees/expenses, and additional administrative services.

C. Administrative Services: Qualified individuals shall be available at the request of the District Board and/or its agent/employee to accomplish the following tasks:

1) Provide administrative assistance to the District Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

2) Assist the District Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

3) Keep on file all minutes of the District Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

D. Technology Services: Qualified individuals shall be available at the request of the District Board and/or its employees to accomplish tasks that are related to Information Technology.

2. The County.

A. The County shall approve all necessary rules and regulations for the proper management and conduct of the business of the District. Upon request of the District, the County will levy and record as necessary special assessments against lots, tracts or parcels of ground in said District, and to issue special tax bills evidencing such assessment.

B. The County does hereby appoint the Director of Public Works/City Engineer of the City as the sewer engineer for the District.
3. **The District.**

   A. District shall supply the City with all needed information in order for the City to completely and thoroughly comply with the requirements of this agreement. District shall pay to City an amount equal to the actual salary and benefits of the District personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 8 of this agreement.

   B. In the event of delinquent sewer user fees or assessments, the City shall notify the District, and the District shall authorize the city to file special tax bills on behalf of the district. Said tax bills shall be collected by the City and be applied to the District’s operating reserve account.

   C. It shall be the District’s responsibility to secure all necessary easements before City begins work.

   D. Any additional restoration beyond ordinary and customary restoration is the responsibility of the District.

   E. District shall maintain a general commercial liability insurance policy with a limit of at least one million dollars and name City as additional insured, the District to provide proof of insurance of said insurance to City before project begins.

   F. The District shall maintain a minimum account balance of $1,500.00 in an operating reserve account to cover operating expenses (City shall manage same account on behalf of District). When the balance of said account falls below $1,500.00 a surcharge will be added to all customers’ bills to restore said minimum balance (see Section 8 D below).

4. **Independent Contractor.** Both District and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the District Board shall have the authority to obligate or bind the other without the express written consent of the other party. District personnel shall be under the supervision, direction and control of the District Board and the District Board shall determine compensation to be provided to all District personnel. District personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

5. **Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by District and in accordance with the MO Sunshine Law.
6. District to Hold Harmless City. District will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. District further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

7. Time of Performance. City will provide the services described in this agreement for the period commencing _______, 2018 through 2028. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. This agreement maybe renewed for an additional five (5) year period subject to the mutual agreement of the parties in writing.

8. Consideration. The District agrees City shall be paid on a monthly basis, and City shall on behalf of the District bill for services to the individual users as follows:

A. Sanitary Sewer Service shall be paid by the individual users in the District at a rate equal to the rate set by Chapter 35 of the Rolla City Code for basic user rate for non-metered residential Meters. The City shall send bills on behalf of the district to the individual users.

B. An additional 15% of the monthly sewer surcharge fee will be assessed monthly for the City Sewer Operating Fund, which will be added to the bill of the individual users.

C. In addition District shall pay the following amounts for payment in lieu of franchise fee and administrative services (i.e. financial/accounting) to be billed annually 20% of the monthly sewer user fee which will be added to the bill of the individual users.

D. In addition District shall collect the following amounts for the district operating reserve account 15% of the monthly sewer user fee which will be added to the annual bill of the individual users.

E. City shall send annual bills to individual users with quarterly statements. Those bills shall be due within 90 days of receipt, but may be paid quarterly within 30 days after receipt of the quarterly statements.

F. In addition to annual sewer user fees a one-time assessment of $150.00 to establish a $1,500.00 operating fund for the District.
G. Any new Dwelling within the District boundaries shall be accessed a connection fee of $150.00 per single family user and $75.00 per unit in Multi-Family Dwellings.

9. Termination of Agreement. This agreement will terminate 2028, unless extended by Addendum hereto as provided in Section 7; however, City or District may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, District shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

10. Equal Employment Opportunity. The City and District agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

11. Compliance with Applicable Law and Regulation. In the City's and District's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

12. Conflict of Interest. No member of the governing District Board or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

13. Authority to Enter into Agreement - Binding Affect. Both City and District have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by
registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, PO Box 979, Rolla, Missouri 65402; and to Cedar Grove Sewer District Board of Directors at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time, and for billing purposes as described in Section 8, to be sent directly to individual users at their residence address.

16. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

CEDAR GROVE
SEWER DISTRICT

Chairman

Attest

PHELPS COUNTY COMMISSION

Presiding Commissioner

Attest

CITY OF ROLLA, MO

Mayor

Attest
EXHIBIT B
BY-LAWS

CEDAR GROVE SEWER DISTRICT

ARTICLE I
Objectives of the Board

The objectives and purpose of the Cedar Grove Sewer District Board of Trustees (hereinafter referred to as the Board) is to assume short range and long range responsibility for those facilities connected to the municipality operated treatment and to administer to the collection system established, to pay for the user fees, building and maintenance of the sewer collection lines found necessary.

ARTICLE II
Members of the Board of Trustees

The district members shall elect three members to the Board. The terms of the Board shall be staggered as much as is possible to avoid more than two vacancies per year. Upon the first meeting of the Board, the term of two, four and six years will be determined by random drawing.

ARTICLE III
Bonds for Members of the Board of Trustees

All trustees elected for any sewer district formed under the provisions of sections 249.010 to 249.420 shall furnish bond with good and sufficient sureties in favor of the district for the faithful accounting for all funds under their control. Said bond to be satisfactory to and to be approved by the circuit court; such bond shall be in the sum of not less than ten thousand dollars for each trustee. Each treasurer of a board of trustees of any district under sections 249.010 to 249.420 shall, before taking custody of any funds of the district also furnish a bond with good and sufficient sureties in favor of the district in such sum as may be determined from time to time by the board of trustees, depending upon the amount in the custody of the treasurer; such bond shall be satisfactory to and approved by the circuit court; such treasurer shall not expend or pay out any sum of money belonging to the district except upon warrants drawn and authorized by the board of trustees. The premiums on bonds above required shall be paid out of funds in the hands of the board of trustees and shall be regarded as expense of said board.

ARTICLE IV
Failure to Qualify as Trustee

In the event that any trustee elected or appointed under the provisions of sections 249.010 to 249.420 shall fail to qualify as such trustee or fail to take and subscribe his oath or affirmation of office within fifteen days after his election or appointment, then the office of said trustee shall be considered vacant and the vacancy filled as provided in section 249.180.
ARTICLE V
Compensation

Each trustee elected under the provisions of sections 249.010 to 249.420 may be compensated by warrant drawn upon the treasurer of the sewer district corporation in the sum of twenty-five dollars per month for each month that he shall serve after his election and during the period of the construction of sewers. After sewers have been constructed in accordance with original plan and during any period of more than thirty days that the construction of sewers may be delayed or deferred each trustee may be compensated in the sum of ten dollars per month for his services. If the proposition to incur indebtedness, as provided for in section 249.070, fails of adoption the trustees shall receive no compensation. All necessary expenses of the board of trustees or any member of said board incurred in the performance of its or his respective duty or duties under sections 249.010 to 249.420 shall, upon the certificate of the treasurer, filed with the board of trustees, be paid by warrant drawn as aforesaid.

ARTICLE VI
Vacancies on the Board

In the event of any vacancy in the office of trustee caused by death, resignation, refusal to act or in any wise, such vacancy shall be filled by appointment made by the remaining trustee or trustees. In the event the remaining trustees cannot agree upon such appointment within thirty days after such vacancy may have occurred then such vacancy shall be filled by the appointment of the circuit court, and the trustees so appointed shall possess the qualifications for a trustee elected under the provisions of sections 249.010 to 249.420 RSMo. and shall subscribe his/her oath or affirmation as if he had been elected. The trustee or trustees so appointed shall serve until the next election for trustee at which time a trustee shall be elected to fill such vacancy.

ARTICLE VII
Officers of the Board

The trustees within five days after their election and qualification shall meet and organize the board by selection from among their number one to act as president of the board, one to act as treasurer of the board, and one to act as secretary of the board. The officers so selected shall hold office until the next election of trustee or trustees and until a newly constituted board of trustees after an election shall have selected their successors.

PRESIDENT- The President of the board shall preside at all meetings of the board and shall have the duties normally conferred by parliamentary usage of this office, shall sign official notices and certificates; shall call special meetings of the Board; and shall represent the board at all official and unofficial capacities as the need shall arise. The President shall countersign all checks in payment of indebtedness and expenses incurred by the district. 

SECRETARY- The Secretary shall keep the minutes and records of the Board; prepare agenda of regular and special meetings with the Chairperson; provide notice of meetings to Board members and to District members; attend to the correspondence of the board and to such other duties as are normally carried out by a secretary.
TREASURER- The Treasurer shall keep acceptable accounting records of the District's cash flow, expenditures and reserves to include billing of District's members and collection of charges. The Treasurer shall present to the annual meeting an annual report of the financial condition of the District to include an Income Statement and Balance Sheet and any budget documents used in the operation of the District. The Treasurer shall establish operating and reserve accounts, using interest bearing accounts when in the best interest of the District, in an FDIC insured financial institution located in Rolla, Missouri, approved by the Board and shall apply for, and maintain annually, all tax numbers, certificates, registrations, or other related items needed to operate the district under Missouri statute. The incumbent of this position shall be authorized to make payment of the annual user fees, and other expenses authorized by the Board, when appropriate and to whom payable.

President Pro Tem- Whenever there shall be a meeting called of the Board and the President is not present by the appointed time, any member of the Board may serve as a Temporary Chairperson by election of the members present. The term of office shall expire upon the arrival of the Chairperson or the adjournment of the meeting.

ARTICLE VIII
Meetings of the Board

Regular meetings will be held on a monthly basis. Notice to Board members of regular meetings shall not be required. A majority of the membership of the Board shall constitute a quorum. When a quorum is not present, the meeting shall be postponed and rescheduled by the presiding officer. Special meetings may be called by the Chairperson. It shall also be the duty of the Chairperson to call such a meeting when requested to do so in writing by two members of the Board or 10 district members. The notice of such a meeting shall specify the purpose of such a meeting and no other business may be considered. The Secretary shall notify all members of the Board in writing, postmarked not less than five days in advance of such special meetings. All Meetings shall be open to the general public, except as otherwise provided by law. In case of an emergency, a quorum of the Board may meet in the most expeditious manner possible, including conference calls, and the Secretary or Assistant Secretary shall provide to the Board, minutes and decisions of such meetings at the next regular Board meeting. At no time shall the Board conduct business without making minutes that shall be kept by the Secretary in the District's files. In all proceedings under sections 249.010 to 249.420 RSMo. At all meetings of the board of trustees the vote of two of the trustees shall be sufficient and all lawful actions in pursuance of a vote of two trustees shall be deemed the act of the sewer district.

ARTICLE IX
Public Hearings before the Board

The Board may, at its discretion, hold public hearings when it deems that such hearings will be in the public interest. Notice of such hearings shall be published at least twice in a newspaper of general circulation, the first publication being at least fifteen (15) days prior to the hearing and the last publication being not less than five (5) days prior to the hearing. The case before the Board shall be presented in summary by the Secretary or designated member of the Board and parties in interest shall have an opportunity to be heard. The Chairperson, with the consent of the majority of the Board, can establish time limits for proponents and opponents.
Employees of the District

The Board may from time to time employ temporary or full time staff including but not limited to clerks, assistants and engineers, as may be deemed by the Board necessary to discharge the business and purposes of the district. Such employment must be made by the Board without dissent. Contractors and their employees shall not be considered as employees of the District. The board of trustees shall within thirty days after organizing, employ an attorney to act for the district and to advise such board. Such employment shall be evidenced by an agreement, in writing, which shall, as far as possible, specify the exact amount to be paid to said attorney for all services and expenses. Such attorney shall conduct all legal proceedings and suits in court where the district is a party or interested and shall in all legal matters advise the district and the board, and generally look after and attend to all matters of legal nature for said board and district. The attorney shall serve at the pleasure of the board and his compensation shall be fixed by the board not to exceed two hundred and fifty dollars per month.

ARTICLE XI
Conflict of Interest

Any Trustee may disqualify himself with respect to any matter before the Board on the grounds of conflict of interest, in which case he shall not vote or influence the vote on such matters. However, nothing contained herein shall prohibit a disqualified member from providing information regarding or relating to such matter, at the Board’s request. No Trustee shall be disqualified by the Board, as to any matter, on the grounds that such Trustee has or may have a conflict of interest. However, the Trustee who has or may have a conflict of interest must disclose the nature of the conflict to the Board and request the Board to express approval or disapproval to aid the Trustee in deciding whether or not to disqualify himself.

ARTICLE XII
District Advisory Boards

An Advisory Board (as provided by state statute), if such exists, shall be kept informed as to all phases of the planning and operations of the District and/or sub-Districts, and shall make such recommendations to the board as it deems advisable with regards to the construction and operation of the sewers and facilities of the District and/or sub-Districts.

ARTICLE XIII
District Elections

Voting rights are restricted to district members on the basis of one vote per user fee paid. If a district membership is held in joint tenancy then the related parties shall notify the Secretary at the annual meeting how the membership vote will be cast: one whole vote or two half votes, providing for two tenants to cast equal shares of one vote; and no other splitting of votes shall be permitted under these by-laws. Corporations shall notify the Secretary in writing at the annual meeting of its designated representative and shall have votes based upon the aforementioned basis of membership. Regular elections will be held in May and District members may submit nominations for the Board vacancy to the Secretary in writing, postmarked or received by the Secretary no later than April 15th, annually. The Secretary shall collect from the District members all nominations, prepare a ballot and mail the ballot to each district member on the register of district membership within five (5) days or not later than
April 20th, annually. Each district member shall deliver his ballot to the Secretary, by mail or in person at the annual district membership meeting. The ballots shall be counted by the Board, or its designees, at the annual meeting of district membership and the election certified to the Phelps County Commissioners immediately following the annual district membership meeting. The ballots and election results shall be maintained by the Secretary for one year from the date of any regular or special election. Special elections shall be held at the direction of the board as necessary. The annual district membership meeting shall be held the second Tuesday of May, annually. Notice of the time and place of the annual district membership meeting shall be established by the Board and the Secretary shall notify the membership in writing at the time the ballots are disseminated to the membership as heretofore stated.

ARTICLE XIV
Billing Practices

Annual fees when prorated to the month shall be rounded to the next higher whole cent. The monthly user rate will be billed on the first of each month and shall be due and payable on or before the 10th of each month, and shall be delinquent if not received by the Treasurer before the 11th of each month. The board shall cause to effect a delinquency charge for all delinquent accounts of five dollars ($5.00) per month for each month the account is delinquent, subject to any restrictions of Missouri statute requiring a lessor delinquency rate/charge. Mailed payments will be deemed received based upon the postmark date. When members are operating a business and also being billed for a residence, the billing will be separate from each other. Those members operating a rental property shall receive separate bills for each unit in the rental. A dishonored check, submitted for payment for a billing, will be considered as a delinquent account. Renters will not be individually billed, but in all instances the landlord shall be ultimately responsible for the delinquencies, if any. On all billings the user fees, incidental and/or maintenance fees, or any other fees shall be broken down and expressed separately.

ARTICLE XV
Fees

The Board shall calculate, from time to time, the necessary fees required by the district to operate, maintain and construct district facilities. Additionally, the Board shall fix the base user fees in accordance with Chapter 35 of the Rolla City Code - Sewers and Water, as from time to time amended by the City Council of Rolla, Missouri. The Board shall have the power to enact fee changes as necessary to assure that the operations of the district shall not be disrupted under the provisions of Article XII. The following tables of annual sewer user fees has been extracted from Chapter 35 of the Rolla City Code- Sewers and Water and are included in these by-laws as a guideline for final Board approval and action:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residence</td>
<td>$365.40</td>
</tr>
<tr>
<td>Apartment Unit</td>
<td>$365.40</td>
</tr>
<tr>
<td>Single Facility or Multiple Rental, Comm</td>
<td>$365.40</td>
</tr>
<tr>
<td>Assembly Use, Commercial (Comm.)</td>
<td>$365.40</td>
</tr>
</tbody>
</table>
ARTICLE XVI
Additional Fees

Upon Approval of these By-Laws by the Phelps County Commissioners the district will bill its members five ($5.00) dollars per month to create a reserve fund. The Reserve Fund Fee may be discontinued by Board action, when in the opinion of the Board it is not required to sustain district operations. Amortization, maintenance and/or incidental fees may be directed by the Board from time to time, and based upon the specific financial needs of the district. Notification of these fees, and any change in these fees, shall be presented to the district membership at least thirty (30) days in advance of any proposed change. However, during periods of emergency the Board may adopt fee changes provided herein aforesaid.

ARTICLE XVII
Duties of District Members

District members should immediately report to the board member any malfunction of the sewer system. Those renting apartments or commercial space within the district should report any malfunction to the district or to the landlord, whereupon the landlord shall report the malfunction to the district. Any change in ownership shall be reported to the Secretary/Treasurer on or before the transfer of fees simple title.

ARTICLE XVIII
Amendments to the By-laws

These by-laws may be amended from time to time, or repealed, by a majority vote of the Board of Trustees, without dissent, provided that the proposed action has been announced at the previous board meeting and written notification of the proposed amendment has been mailed to Board members and District members ten (10) days prior to the meeting on which Board action is to be taken. These by-laws can be amended at the annual district membership meeting by a 2/3 vote of the membership present. Any change of the by-laws by the membership shall require that the proposed amendment by submitted in writing to the Secretary and confirmed by a simple majority of those district member users before March 15th, annually.
EXHIBIT C

DESCRIPTION
Cedar Grove Sewer District Boundary

A fractional part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North, 120.00 feet along the East line of said Southeast Quarter of the Northeast Quarter to the West line of Lot 1 of MORGAN'S HILL SUBDIVISION, Rolla, Missouri; thence North 73°33' West, 134.35 feet, and, North 2°12'50" East, 103.17 feet, and, South 78°07'40" East, 123.55 feet, all along said West line to the aforesaid East line of the Southeast Quarter of Northeast Quarter; thence North, 137.6 feet along said East line to the North right of way of Cedar Grove Road; thence northwesterly, 208.6 feet along said North right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2008-6749; thence North, 250.81 feet along the East line of said Document No. 2008-6749 parcel to its northeast corner; thence northwesterly, 75.15 feet along the North line of said Document No. 2008-6749 parcel to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2009-3449; thence northwesterly, 110.16 feet along the North line of said Document No. 2009-3449 parcel to its northwest corner; thence southwesterly, 247.12 feet along the West line of said Document No. 2009-3449 parcel to the aforesaid North right of way of Cedar Grove Road; thence northwesterly, 240.15 feet along said North right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2008-8082; thence northeasterly, 260.04 feet along the East line of said Document No. 2008-8082 parcel to its northeast corner; thence northwesterly, 130.38 feet along the North line of said Document No. 2008-8082 parcel to its northwest corner; thence southwesterly, 327.1 feet along the West line of said Document No. 2008-8082 parcel and its extension to the South right of way of the aforesaid Cedar Grove Road; thence southeasterly along said South right of way to the northwest corner of a parcel described in Phelps County Deed Records at Book 360, Page 33; thence southwesterly, 125.00 feet along the West line of said Book 360, Page 33 parcel to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2014-0247; thence South, 420.30 feet along the West line of said Document No. 2014-0247 parcel to the South line of the aforesaid Southeast Quarter of the Northeast Quarter; thence East, 717.00 feet along said South line to the point of beginning.

[Signature]

B. 18.
ITEM/SUBJECT: Shady Oaks Sewer District
Sewer Use Agreement

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/16/18

COMMENTARY: Attached is the modified sewer use agreement for the Cedar Grove Sewer District. Also attached are new bylaws for the district which comply with current state statutes.

This district has been receiving city sewer services since the mid 1980's. We have an agreement in place now which provides the district with treatment only. This new agreement proposes to make the district a full sewer use customer of the city. We would provide for the collection system, treatment and billing.

This new agreement has been fashioned after the College Hills West Sewer District passed in late 2017. We will provide billing services to the individual district members. The sewer user rate for these individual district members will be at 1.50 times the city resident user rate. It also includes a one time fee of $600 to build a reserve. The district will maintain a $8,500 minimum in reserves to cover any delinquent district member sewer fees.

The attached Ordinance would authorize the Mayor to enter into the agreement and approve the new district bylaws and boundaries. The Shady Oaks Sewer District Board has approved the attached agreement, by-laws and boundaries.

Staff recommends approval.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE SHADY OAKS SEWER DISTRICT.

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 sewer use agreement between the City of Rolla, Missouri, Phelps County Commission and the Shady Oaks Sewer District, a copy of said agreement being attached hereto and marked Exhibit “A”.

Section 2: The City Council of City of Rolla, Missouri hereby approves and acknowledges the sewer district by-laws as attached and marked Exhibit “B”.

Section 3: The City Council of City of Rolla, Missouri hereby approves and acknowledges new district boundaries for the Shady Oaks Sewer District as attached and marked Exhibit “C”.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

[Signature]
SEWER USE AGREEMENT

Date of Document: ________________________________

Grantor: Shady Oaks Sewer District

Grantee: City of Rolla

Mailing Address: PO Box 979, Rolla, MO 65402

Legal Description: Shady Oaks Sewer District

Reference Book and Page(s): ________________________________
EXHIBIT A

SEWER USE AGREEMENT
by and between
SHADY OAKS SEWER DISTRICT
and
THE CITY OF ROLLA
and
THE COMMISSIONERS OF PHELPS COUNTY

This Agreement is made and entered into on the ___day of _________, 2018 by and between the Shady Oaks Sewer District, Rolla, Missouri, hereinafter referred to as "District", the City of Rolla, hereinafter referred to as "City" and The Commissioners of Phelps County, Missouri, hereinafter referred as County.

WITNESSETH, That

WHEREAS, The Phelps County Commissioners desire to promote the public health and welfare of the citizens of Phelps County, Missouri, and;

WHEREAS, The Phelps County Commission established by Resolution on June 25, 1985 pursuant to Chapter 249, RSMo, a sewer district known as Shady Oaks Sewer District, and;

WHEREAS, Pursuant to Chapter 70, RSMo, political subdivisions shall have the power to cooperate and contract with governmental units, and;

WHEREAS, The Shady Oaks Sewer District intends to reimburse the City all costs and fees associated with the collection, transportation and treatment of the district's sewerage;

NOW, THEREFORE, in consideration of each of the agreements contained herein, the parties agree as follows:

Definitions:

A. Laterals: The individual sewer line from the dwelling to the sewer main.
1. **Services by City to District.** City shall provide the following services to the District for purposes of providing technical assistance in the administration of the District Board:

   A. Sanitary Sewer Collection, Transportation and Treatment: City of Rolla Public Works Director/ City Engineer shall oversee the construction of all sewers and the treatment of district sewerage in accordance with all Federal, State and Local rules and regulations.

      1) The City shall maintain all new sewer mains, manholes and existing sewer interceptor to the district.

      2) The City shall provide treatment of the District’s sewerage.

      3) Upon installation, inspection and approval by the City of Rolla Public Works Director / City Engineer the sewer laterals to each sewer user in the District shall be subject to agreement and by laws of the district. The City shall have no further liability for laterals, and the District and individual owners shall hold City harmless.

      4) The City shall have the right to require pretreatment of any users who discharge wastes that require special treatment prior to discharging into the City sewer system on the same manner and to the same extent that pretreatment requirements are imposed on users residing within the city.

   B. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

      1) Prepare and maintain the necessary financial records of the District Board, including appropriate journals and ledgers, using generally accepted accounting principles.

      2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the District Board on the status of its financial position on a semi-annual basis, or as requested.

      3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

      4) Maintenance and management of all necessary bank accounts.

      5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for District personnel.

      6) Provide billing services to the District with annual bills to each individual sewer user of the District with quarterly statements for all applicable sewer user fees and charges as outlined in Section 8 of this Agreement.

      7) Pay on behalf of District from District operating reserve account: reimbursements of trustees’ expenses including any unpaid sewer fees,
insurance, legal fees/expenses, filing fees/expenses, and additional administrative services.

C. Administrative Services: Qualified individuals shall be available at the request of the District Board and/or its agent/employee to accomplish the following tasks:

1) Provide administrative assistance to the District Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

2) Assist the District Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

3) Keep on file all minutes of the District Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

D. Technology Services: Qualified individuals shall be available at the request of the District Board and/or its employees to accomplish tasks that are related to Information Technology.

2. The County.

A. The County shall approve all necessary rules and regulations for the proper management and conduct of the business of the District. Upon request of the District, the County will levy and record as necessary special assessments against lots, tracts or parcels of ground in said District, and to issue special tax bills evidencing such assessment.

B. The County does hereby appoint the Director of Public Works/ City Engineer of the City as the sewer engineer for the District.

3. The District.

A. District shall supply the City with all needed information in order for the City to completely and thoroughly comply with the requirements of this agreement. District shall pay to City an amount equal to the actual salary and benefits of the District personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 8 of this agreement.
B. In the event of delinquent sewer user fees or assessments, the City shall notify the District, and the District shall authorize the city to file special tax bills on behalf of the district. Said tax bills shall be collected by the City and be applied to the District's operating reserve account.

C. It shall be the District's responsibility to secure all necessary easements before City begins work.

D. Any additional restoration beyond ordinary and customary restoration is the responsibility of the District.

E. District shall maintain a general commercial liability insurance policy with a limit of at least one million dollars and name City as additional insured, the District to provide proof of insurance of said insurance to City before project begins.

F. The District shall maintain a minimum account balance of $8,500.00 in an operating reserve account to cover operating expenses (City shall manage same account on behalf of District). When the balance of said account falls below $8,500.00 a surcharge will be added to all customers' bills to restore said minimum balance (see Section 8D below).

4. Independent Contractor. Both District and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the District Board shall have the authority to obligate or bind the other without the express written consent of the other party. District personnel shall be under the supervision, direction and control of the District Board and the District Board shall determine compensation to be provided to all District personnel. District personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

5. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by District and in accordance with the MO Sunshine Law.

6. District to Hold Harmless City. District will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. District further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.
7. **Time of Performance.** City will provide the services described in this agreement for the period commencing ______, 2018 through 2028. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. This agreement maybe renewed for an additional five (5) year period subject to the mutual agreement of the parties in writing.

8. **Consideration.** The District agrees City shall be paid on a monthly basis, and City shall on behalf of the District bill for services to the individual users as follows:

A. Sanitary Sewer Service shall be paid by the individual users in the District at a rate equal to the rate set by Chapter 35 of the Rolla City Code for basic user rate for non-metered residential Meters. The City shall send bills on behalf of the district to the individual users.

B. Multi-Family units may install a City approved single water meter at the owner’s expense. The owner shall be required to submit monthly meter readings to the City. The Sanitary Sewer Service rate shall be equal to the meter rate set by Chapter 35 of the Rolla City Code.

C. An additional 15% of the monthly sewer surcharge fee will be assessed monthly for the City Sewer Operating Fund, which will be added to the bill of the individual users.

D. In addition District shall pay the following amounts for payment in lieu of franchise fee and administrative services (i.e. financial/accounting) to be billed annually 20% of the monthly sewer user fee which will be added to the bill of the individual users.

E. In addition District shall collect the following amounts for the district operating reserve account 15% of the monthly sewer user fee which will be added to the annual bill of the individual users.

F. City shall send annual bills to individual users with quarterly statements. Those bills shall be due within 90 days of receipt, but may be paid quarterly within 30 days after receipt of the quarterly statements.

G. In addition to annual sewer user fees a one-time assessment of $600.00 per single family user and $300 per unit in Multi-Family Dwellings. The one-time assessment is necessary to:
   a. Provide $27,000.00 to rehabilitate the sewer main by slip lining on County Road 5090.
   b. Establish an $8,500.00 operating fund for District.

\[\sqrt{C.9}\]
H. Any new Dwelling within the District boundaries shall be accessed a connection fee of $600.00 per single family user and $300.00 per unit in Multi-Family Dwellings.

I. District users will have the option of paying the assessment in 10 annual payments at 8% interest as shown on the sample payment schedule on Exhibit “B”.

9. Termination of Agreement. This agreement will terminate 2028, unless extended by Addendum hereto as provided in Section 7; however, City or District may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, District shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

10. Equal Employment Opportunity. The City and District agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

11. Compliance with Applicable Law and Regulation. In the City’s and District’s performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

12. Conflict of Interest. No member of the governing District Board or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

13. Authority to Enter into Agreement - Binding Affect. Both City and District have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.
15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, PO Box 979, Rolla, Missouri 65402; and to Shady Oaks Sewer District Board of Directors at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time, and for billing purposes as described in Section 8, to be sent directly to individual users at their residence address.

16. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

17. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

SHADY OAKS SEWER DISTRICT  
CITY OF ROLLA, MO

________________________  _________________________
Chairman  
Mayor

________________________  _________________________
Attest  
Attest

PHELPS COUNTY COMMISSION

________________________
Presiding Commissioner

________________________
Attest
EXHIBIT C

DESCRIPTION

Shady Oaks Sewer District Boundary

A fractional part of the Southeast Quarter, and, a fractional part of the Southwest Quarter of Section 23, AND, a fractional part of the Southwest Quarter of Section 24, ALL in Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Northwest Corner of the Southwest Quarter of said Section 24; thence South, 668.8 feet along the West line of said Southwest Quarter to the southwest corner of a parcel described in Phelps County Deed Records at 2012-2339; thence East, 210.0 feet along the South line of said Document No. 2012-2339 parcel and its extension to the centerline of Phelps County Road 5070; thence North along said centerline to the centerline of Phelps County Road 5010; thence southeasterly along said centerline to a point lying north of the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2012-6733; thence South along the East line of said Document No. 2012-6733 parcel and its extension to the South line of the aforesaid Southwest Quarter; thence West along said South line to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2017-5161; thence North, 480.0 feet along the East line of said Document No. 2017-5161 parcel; thence West, 395.8 feet to the East line of the aforesaid Southeast Quarter of Section 23; thence North, 177.6 feet along said East line to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-4125; thence West, 871.7 feet along the North line of said Document No. 2011-4125 parcel and along the North line of a parcel described in Phelps County Deed Records at Document No. 2008-4522 and along the North line of a parcel described in Phelps County Deed Records at Document No. 2017-2052 to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1999-4682; thence North, 208.7 feet along the East line of said Document No. 1999-4682 parcel to its northeast corner; thence West, 126.1 feet along the North line of said Document No. 1999-4682 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2002-2659; thence North, 443.3 feet along the East line of said Document No. 2002-2659 parcel to its northeast corner; thence West, 333.1 feet along the North line of said Document No. 2002-2659 parcel and its extension to the West line of the East Half of the Southeast Quarter of the aforesaid Section 23; thence North along said East line to the southeast corner of the North Half of the Northeast Quarter of the Southeast Quarter of said Section 23; thence West along the South line of said North Half of the Northwest Quarter of the Southeast Quarter to the East right of way of U.S. Highway 63; thence North along said East right of way to the North line of the Northeast Quarter of the Southwest Quarter of said Section 23; thence East along said North line and along the North line of the aforesaid Southeast Quarter of Section 23 to the point of beginning.
SHADY OAKS SEWER DISTRICT

ARTICLE I
Objectives of the Board

The objectives and purpose of the Shady Oaks Sewer District Board of Trustees (hereinafter referred to as the Board) is to assume short range and long range responsibility for those facilities connected to the municipality operated treatment and to administer to the collection system established, to pay for the user fees, building and maintenance of the sewer collection lines found necessary.

ARTICLE II
Members of the Board of Trustees

The district members shall elect three members to the Board. The terms of the Board shall be staggered as much as is possible to avoid more than two vacancies per year. Upon the first meeting of the Board, the term of two, four and six years will be determined by random drawing.

ARTICLE III
Bonds for Members of the Board of Trustees

All trustees elected for any sewer district formed under the provisions of sections 249.010 to 249.420 shall furnish bond with good and sufficient sureties in favor of the district for the faithful accounting for all funds under their control. Said bond to be satisfactory to and to be approved by the circuit court; such bond shall be in the sum of not less than ten thousand dollars for each trustee. Each treasurer of a board of trustees of any district under sections 249.010 to 249.420 shall, before taking custody of any funds of the district also furnish a bond with good and sufficient sureties in favor of the district in such sum as may be determined from time to time by the board of trustees, depending upon the amount in the custody of the treasurer; such bond shall be satisfactory to and approved by the circuit court; such treasurer shall not expend or pay out any sum of money belonging to the district except upon warrants drawn and authorized by the board of trustees. The premiums on bonds above required shall be paid out of funds in the hands of the board of trustees and shall be regarded as expense of said board.

ARTICLE IV
Failure to Qualify as Trustee

In the event that any trustee elected or appointed under the provisions of sections 249.010 to 249.420 shall fail to qualify as such trustee or fail to take and subscribe his oath or affirmation of office within fifteen days after his election or appointment, then the office of said trustee shall
be considered vacant and the vacancy filled as provided in section 249.180.

ARTICLE V
Compensation

Each trustee elected under the provisions of sections 249.010 to 249.420 may be compensated by warrant drawn upon the treasurer of the sewer district corporation in the sum of twenty-five dollars per month for each month that he shall serve after his election and during the period of the construction of sewers. After sewers have been constructed in accordance with original plan and during any period of more than thirty days that the construction of sewers may be delayed or deferred each trustee may be compensated in the sum of ten dollars per month for his services. If the proposition to incur indebtedness as provided for in section 249.070, fails of adoption the trustees shall receive no compensation. All necessary expenses of the board of trustees or any member of said board incurred in the performance of its or his respective duty or duties under sections 249.010 to 249.420 shall, upon the certificate of the treasurer, filed with the board of trustees, be paid by warrant drawn as aforesaid.

ARTICLE VI
Vacancies on the Board

In the event of any vacancy in the office of trustee caused by death, resignation, refusal to act or in any wise, such vacancy shall be filled by appointment made by the remaining trustee or trustees. In the event the remaining trustees cannot agree upon such appointment within thirty days after such vacancy may have occurred then such vacancy shall be filled by the appointment of the circuit court, and the trustees so appointed shall possess the qualifications for a trustee elected under the provisions of sections 249.010 to 249.420 RSMo. and shall subscribe his/her oath or affirmation as if he had been elected. The trustee or trustees so appointed shall serve until the next election for trustee at which time a trustee shall be elected to fill such vacancy.

ARTICLE VII
Officers of the Board

The trustees within five days after their election and qualification shall meet and organize the board by selection from among their number one to act as president of the board, one to act as treasurer of the board, and one to act as secretary of the board. The officers so selected shall hold office until the next election of trustee or trustees and until a newly constituted board of trustees after an election shall have selected their successors.

PRESIDENT- The President of the board shall preside at all meetings of the board and shall have the duties normally conferred by parliamentary usage of this office, shall sign official notices and certificates; shall call special meetings of the Board; and shall represent the board at all official and unofficial capacities as the need shall arise. The President shall countersign all checks in payment of indebtedness and expenses incurred by the district.

SECRETARY-The Secretary shall keep the minutes and records of the Board; prepare agenda of regular and special meetings with the Chairperson; provide notice of meetings to Board members and to District members; attend to the correspondence of the board and to such other duties as are normally carried out by a secretary.
TREASURER- The Treasurer shall keep acceptable accounting records of the District's cash flow, expenditures and reserves, to include billing of District's members and collection of charges. The Treasurer shall present to the annual meeting an annual report of the financial condition of the District to include an Income Statement and Balance Sheet and any budget documents used in the operation of the District. The Treasurer shall establish operating and reserve accounts, using interest-bearing accounts when in the best interest of the District, in an FDIC-insured financial institution located in Rolla, Missouri, approved by the Board and shall apply for, and maintain annually, all tax numbers, certificates, registrations, or other related items needed to operate the district under Missouri statute. The incumbent of this position shall be authorized to make payment of the annual user fees, and other expenses authorized by the Board, when appropriate and to whom payable.

President Pro Tem- Whenever there shall be a meeting called of the Board and the President is not present by the appointed time, any member of the Board may serve as a Temporary Chairperson by election of the members present. The term of office shall expire upon the arrival of the Chairperson or the adjournment of the meeting.

ARTICLE VIII
Meetings of the Board

Regular meetings will be held on a monthly basis. Notice to Board members of regular meetings shall not be required. A majority of the membership of the Board shall constitute a quorum. When a quorum is not present, the meeting shall be postponed and rescheduled by the presiding officer. Special meetings may be called by the Chairperson. It shall also be the duty of the Chairperson to call such a meeting when requested to do so in writing by two members of the Board or 10 district members. The notice of such a meeting shall specify the purpose of such a meeting and no other business may be considered. The Secretary shall notify all members of the Board in writing, postmarked not less than five days in advance of such special meetings. All Meetings shall be open to the general public, except as otherwise provided by law. In case of an emergency, a quorum of the Board may meet in the most expeditious manner possible, including conference calls, and the Secretary or Assistant Secretary shall provide to the Board, minutes and decisions of such meetings at the next regular Board meeting. At no time shall the Board conduct business without making minutes that shall be kept by the Secretary in the District's files. In all proceedings under sections 249.010 to 249.420 RSMo. At all meetings of the board of trustees the vote of two of the trustees shall be sufficient and all lawful actions in pursuance of a vote of two trustees shall be deemed the act of the sewer district.

ARTICLE IX
Public Hearings before the Board

The Board may, at its discretion, hold public hearings when it deems that such hearings will be in the public interest. Notice of such hearings shall be published at least twice in a newspaper of general circulation, the first publication being at least fifteen (15) days prior to the hearing and the last publication being not less than five (5) days prior to the hearing. The case before the Board shall be presented in summary by the Secretary or designated member of the Board and parties in interest shall have an opportunity to be heard. The Chairperson, with the consent of the majority of the Board, can establish time limits for proponents and opponents.
ARTICLE X
Employees of the District

The Board may from time to time employ temporary or full time staff including but not limited to clerks, assistants and engineers, as may be deemed by the Board necessary to discharge the business and purposes of the district. Such employment must be made by the Board without dissent. Contractors and their employees shall not be considered as employees of the District. The board of trustees shall within thirty days after organizing, employ an attorney to act for the district and to advise such board. Such employment shall be evidenced by an agreement, in writing, which shall, as far as possible, specify the exact amount to be paid to said attorney for all services and expenses. Such attorney shall conduct all legal proceedings and suits in court where the district is a party or interested and shall in all legal matters advise the district and the board, and generally look after and attend to all matters of legal nature for said board and district. The attorney shall serve at the pleasure of the board and his compensation shall be fixed by the board not to exceed two hundred and fifty dollars per month.

ARTICLE XI
Conflict of Interest

Any Trustee may disqualify himself with respect to any matter before the Board on the grounds of conflict of interest, in which case he shall not vote or influence the vote on such matters. However, nothing contained herein shall prohibit a disqualified member from providing information regarding or relating to such matter, at the Board’s request. No Trustee shall be disqualified by the Board, as to any matter, on the grounds that such Trustee has or may have a conflict of interest. However, the Trustee who has or may have a conflict of interest must disclose the nature of the conflict to the Board and request the Board to express approval or disapproval to aid the Trustee in deciding whether or not to disqualify himself.

ARTICLE XII
District Advisory Boards

An Advisory Board (as provided by state statute), if such exists, shall be kept informed as to all phases of the planning and operations of the District and/or sub-Districts, and shall make such recommendations to the board as it deems advisable with regards to the construction and operation of the sewers and facilities of the District and/or sub-Districts.

ARTICLE XIII
District Elections

Voting rights are restricted to district members on the basis of one vote per user fee paid. If a district membership is held in joint tenancy then the related parties shall notify the Secretary at the annual meeting how the membership vote will be case: one whole vote or two half votes, providing for two tenants to cast equal shares of one vote; and no other splitting of votes shall be permitted under these by-laws. Corporations shall notify the Secretary in writing at the annual meeting of its designated representative and shall have votes based upon the aforementioned basis of membership. Regular elections will be held in May and District members may submit nominations for the Board vacancy to the Secretary in writing, postmarked or received by the Secretary no later than April 15th, annually. The Secretary shall collect from the District members all nominations, prepare a ballot and mail the ballot to...
each district member on the register of district membership within five (5) days or not later than April 20th, annually. Each district member shall deliver his ballot to the Secretary, by mail or in person at the annual district membership meeting. The ballots shall be counted by the Board, or its designees, at the annual meeting of district membership and the election certified to the Phelps County Commissioners immediately following the annual district membership meeting. The ballots and election results shall be maintained by the Secretary for one year from the date of any regular or special election. Special elections shall be held at the direction of the board as necessary. The annual district membership meeting shall be held the second Tuesday of May, annually. Notice of the time and place of the annual district membership meeting shall be established by the Board and the Secretary shall notify the membership in writing at the time the ballots are disseminated to the membership as heretofore stated.

ARTICLE XIV
Billing Practices

Annual fees when prorated to the month shall be rounded to the next higher whole cent. The monthly user rate will be billed on the first of each month and shall be due and payable on or before the 10th of each month, and shall be delinquent if not received by the Treasurer before the 11th of each month. The board shall cause to effect a delinquency charge for all delinquent accounts of five dollars ($5.00) per month for each month the account is delinquent, subject to any restrictions of Missouri statute requiring a lessor delinquency rate/charge. Mailed payments will be deemed received based upon the postmark date. When members are operating a business and also being billed for a residence, the billing will be separate from each other. Those members operating a rental property shall receive separate bills for each unit in the rental. A dishonored check, submitted for payment for a billing, will be considered as a delinquent account. Renters will not be individually billed, but in all instances the landlord shall be ultimately responsible for the delinquencies, if any. On all billings the user fees, incidental and/or maintenance fees, or any other fees shall be broken down and expressed separately.

ARTICLE XV
Fees

The Board shall calculate, from time to time, the necessary fees required by the district to operate, maintain and construct district facilities. Additionally, the Board shall fix the base user fees in accordance with Chapter 35 of the Rolla City Code - Sewers and Water, as from time to time amended by the City Council of Rolla, Missouri. The Board shall have the power to enact fee changes as necessary to assure that the operations of the district shall not be disrupted under the provisions of Article XII. The following tables of annual sewer user fees has been extracted from Chapter 35 of the Rolla City Code- Sewers and Water and are included in these by-laws as a guideline for final Board approval and action:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residence</td>
<td>$365.40</td>
</tr>
<tr>
<td>Apartment Unit</td>
<td>$365.40</td>
</tr>
<tr>
<td>Single Facility or Multiple Rental, Comm</td>
<td>$365.40</td>
</tr>
<tr>
<td>Assembly Use, Commercial (Comm.)</td>
<td>$365.40</td>
</tr>
</tbody>
</table>
ARTICLE XVI
Additional Fees

Upon Approval of these By-Laws by the Phelps County Commissioners the district will bill its members five ($5.00) dollars per month to create a reserve fund. The Reserve Fund Fee may be discontinued by Board action, when in the opinion of the Board it is not required to sustain district operations. Amortization, maintenance and/or incidental fees may be directed by the Board from time to time, and based upon the specific financial needs of the district. Notification of these fees, and any change in these fees, shall be presented to the district membership at least thirty (30) days in advance of any proposed change. However, during periods of emergency the Board may adopt fee changes provided herein aforesaid.

ARTICLE XVII
Duties of District Members

District members should immediately report to the board member any malfunction of the sewer system. Those renting apartments or commercial space within the district should report any malfunction to the district or to the landlord, whereupon the landlord shall report the malfunction to the district. Any change in ownership shall be reported to the Secretary/Treasurer on or before the transfer of fees simple title.

ARTICLE XVIII
Amendments to the By-laws

These by-laws may be amended from time to time, or repealed, by a majority vote of the Board of Trustees, without dissent, provided that the proposed action has been announced at the previous board meeting and written notification of the proposed amendment has been mailed to Board members and District members ten (10) days prior to the meeting on which Board action is to be taken. These by-laws can be amended at the annual district membership meeting by a 2/3 vote of the membership present. Any change of the by-laws by the membership shall require that the proposed amendment by submitted in writing to the Secretary and confirmed by a simple majority of those district member users before March 15th, annually.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis  ACTION REQUESTED: Ordinance
1st Reading

ITEM/SUBJECT: PEDESTRIAN BRIDGE LICENSE AGREEMENT

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 4/16/18

**********************************************************

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a Pedestrian Bridge License Agreement with the Missouri Highway & Transportation Commission. This will allow the City to install and maintain a pedestrian bridge over I-44 near E Highway. MoDOT has agreed to provide $500,000 toward the construction of this bridge. The Move Rolla TDD has agreed to pay the remainder of the costs.

Attached is a copy of the License Agreement and the conceptual bridge memo prepared by HNTB and Archer-Elgin.

Staff requests first reading and recommends approval of the ordinance.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PEDESTRIAN BRIDGE LICENSE AGREEMENT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission for Pedestrian Bridge License Agreement, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PEDESTRIAN BRIDGE LICENSE AGREEMENT

THIS AGREEMENT is entered into by the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (the "Commission"), acting for and on behalf of its subordinate MISSOURI DEPARTMENT OF TRANSPORTATION ("MoDOT"); and the City of Rolla, Missouri, (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains Interstate 44 (I-44), including its associated structures and fixtures such as bridges, as part of the State Highway System in Phelps County, Missouri; and

WHEREAS, the City proposes to construct a Pedestrian Bridge and adjacent pedestrian facilities (hereinafter, "Proposed Structure") over or under the right of way limits of I-44 adjacent to the existing Route E interchange, pursuant to the plans and specifications as referred to herein, in order to better facilitate travel of pedestrians over I-44; and

WHEREAS, the Commission agrees to allow the City to pave a portion of the Commission's property for this purpose, and will license the City's pedestrian users to cross the Commission's property on that paved approaches to the Pedestrian Bridge, subject to the terms and conditions herein stated.

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

(1) DEFINITIONS: In this Agreement, the listed terms are to be given the meanings provided in the subparagraphs below:

(A) City: This term means the City of Rolla, Missouri to perform the contractual duty or receive the contract benefit specified in this Agreement.

(B) Commission: This term means the Missouri Highways and Transportation Commission, a state constitutional entity. Where the term "Commission" is used alone, it includes its subordinate agency, the Missouri Department of Transportation, also known as "MoDOT", and their officials, agents, representatives and
employees.

(C) MoDOT: This acronym means the Missouri Department of Transportation, a state executive branch department. Where the context permits, the term also includes the officials, agents, representatives and employees of MoDOT.

(2) LICENSE GRANTED: The Commission hereby grants the City, its successors and assigns, a non-exclusive license to build and maintain the Pedestrian Bridge across I-44 at the location described on Exhibit "A", and use such additional space adjacent to the Pedestrian Bridge as may be reasonably necessary for working room during the period that the Pedestrian Bridge is under construction and for maintenance of the Pedestrian Bridge thereafter.

(3) CONSIDERATION FOR THIS LICENSE: In consideration of the payment of the sum of One dollar ($1), the receipt of which is hereby acknowledged, the Commission grants this license to the City of Rolla for the use of the airspace within the area described in Exhibit A and as otherwise described in this Agreement. This license is revocable by the Commission through its Missouri Department of Transportation (MoDOT) officials, agents and representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the City violates any term or condition of this Agreement.

(4) WORK BY THE CITY: The City shall construct the Pedestrian Bridge over the Commission's I-44 adjacent to the existing Route E Interchange pursuant to the plans and specifications referred to herein, to provide a safe way for Pedestrian Bridge users to better travel from one side of the interstate to the other. The Commission hereby grants the City, its successors and assigns, a non-exclusive license to use such additional space adjacent to the Pedestrian Bridge as may be reasonably necessary for working room during the period that the Pedestrian Bridge is under construction, and for maintenance of the Pedestrian Bridge thereafter. It is the intent of the Commission that this Agreement and the license granted hereby shall constitute a right to non-exclusive occupancy and use of the Pedestrian Bridge by the City for the travel of pedestrians over I-44, until this license is revoked or terminated by the Commission. The City understands that it and its Pedestrian Bridge users shall use this Pedestrian Bridge at their own risk.

(5) COMMISSION OWNERSHIP: The Commission reserves the ownership and ultimate use of the property over or under which the Pedestrian Bridge will be located and its adjacent highway property for transportation purposes. This non-exclusive license prohibits the use or conversion of the licensed Pedestrian Bridge property to a § 4(f) [23 U.S.C. § 138; 49 U.S.C. § 303] use, or potentially a § 6(f) [16 U.S.C. § 460f-8] use. It is expressly understood and agreed that the primary use and purpose of the Commission's property over or under which the Pedestrian Bridge will be located, which is the subject matter of this license, shall be and remain as state highway property for transportation purposes only.
(6) CITY OWNERSHIP: It is expressly understood and agreed that the pedestrian bridge will be fully owned and maintained by the City unless as otherwise stated in this agreement.

(7) RIGHT OF WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J53310 or contemplated by this Agreement.

(8) PEDESTRIAN BRIDGE DESIGN: The City and its consulting engineers, shall prepare final plans and final specifications for the Pedestrian Bridge to be constructed on Commission property by the City. The Pedestrian Bridge shall be designed to meet the requirements of AASHTO and the Americans with Disabilities Act (the "ADA"), and Commission design and construction standards. The City shall submit to Commission's Central District Engineer (the "District Engineer"), the final plans and specifications for the Pedestrian Bridge and the adjacent segments, for written approval of the District Engineer, before any construction can begin on the Commission property.

(9) PEDESTRIAN BRIDGE PLANS APPROVAL: The Commission, through MoDOT, shall either approve or disapprove the final plans and specifications for the Pedestrian Bridge within thirty (30) days of their receipt from the City. If the plans and specifications are not approved, MoDOT shall explain in writing what deficiencies exist that must be corrected before the Commission will approve those plans.

(10) COMMISSION CONCURRENCE TO AWARD: The City will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. Prior to awarding the contract, the City shall obtain concurrence in award from the Commission. The City shall submit all required bid concurrence documentation to the Commission at least two weeks prior to the Commission Meeting in which the City seeks concurrence of award.

(11) PEDESTRIAN BRIDGE CONSTRUCTION: After written approval is obtained from the Commission and upon proper application by the City, the Commission shall issue, through its Central District Engineer or his authorized representatives, any permits necessary for the City to perform the work contemplated herein. The Pedestrian Bridge shall be constructed in accordance with the approved plans and specifications to the satisfaction of the District Engineer or his authorized representatives.

(12) CONSTRUCTION CONTRACTOR: The Commission acknowledges that the City will enter into a construction contract with an approved contractor (the "Contractor") to construct the Pedestrian Bridge and adjacent segments in accordance with the approved construction plans and specifications. The City shall include the following provisions in the appropriate construction contract with the Contractor:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Pedestrian Bridge on Commission property, and to approve or disapprove such work in the same manner as if the
construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) **Commission Inspection Before Final Acceptance:** The Commission shall make a post-construction inspection of the Pedestrian Bridge, and if it deems necessary, require additional Pedestrian Bridge finishing work for safety or durability, before the City may give its final acceptance of the Pedestrian Bridge construction work to the Contractor.

(C) **FHWA Inspection:** FHWA’s representatives will also be authorized to inspect the project at any time during or after construction.

(D) **Responsible Party for Payment:** The Contractor will look solely to the City for payments pursuant to the City’s construction contract, including, but not limited to, payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof. The City’s Contractor shall have no claim rights against the Commission, MoDOT, or their officials, employees, agents, representatives, successors or assigns.

(E) **Construction Bonds:** In the event that City shall use an outside contractor, City shall acquire from the Contractor and shall deliver, prior to commencement of work on the pedestrian bridge, executed copies of Contractor’s performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring City and the Commission, which shall be named as obliges therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for City other than the Pedestrian Bridge. The performance and payment bond requirement does not render the Pedestrian Bridge construction project a public works project.

(13) **RESTORATION OF COMMISSION PROPERTY:** At all times during and after the construction of the Pedestrian Bridge, the City and its Contractor shall maintain the Pedestrian Bridge in a manner that will not injure or damage the paved highway facilities or any of the Commission property, except as specifically authorized herein. After construction of the Pedestrian Bridge, the City shall restore the state property to its original condition or better, as determined by the Central District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the City.

(14) **PEDESTRIAN BRIDGE COST:**

(A) The City shall construct and maintain the Pedestrian Bridge at its own cost and expense, except where otherwise stated in this agreement, in accordance with the Final plans and final specifications approved by the Commission. If and when the highway is expanded, the City is fully responsible for the cost of any required
(B) The Commission will remit a check in the amount of five hundred thousand dollars ($500,000) at the beginning of State Fiscal Year 2023. This check will be made payable to City of Rolla.

(15) DURATION OF LICENSE: The Commission and the City agree that this license to design, construct, maintain, and use the Pedestrian Bridge on Commission property shall exist indefinitely, subject to the Commission’s right to revoke this license at any time; which right of revocation shall be exercised reasonably. This license shall also terminate by operation of law if the City commits a material breach of this Agreement which is not promptly remedied and corrected by the City, and that breach is not excused or forgiven in writing by the Commission or its representatives.

(16) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission or MoDOT and the City as partners or joint venturers, or as jointly liable, in the City’s design, construction, maintenance and operation of the Pedestrian Bridge on Commission property for public use.

(17) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission’s ownership of the property, and the Commission’s representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the City assumes the risk of their presence, unknown and undetected. If the City discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the City is requested to leave the property and notify the Commission’s MoDOT representatives immediately.

(18) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the design, construction, maintenance or use of the Pedestrian Bridge, they will be handled in accordance with the Native American Graves Protection and Repatriation Act plus Sections 194.400 to 194.410, RSMo, as amended. There are no known human remains, sacred objects, artifacts or other items of value in the vicinity of the proposed Pedestrian Bridge, to the best knowledge of MoDOT staff. However, if the City finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the City shall immediately cease work on or the use of the Pedestrian Bridge, and contact the Design-Historic Preservation Unit at MoDOT.

(19) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If
the City defaults on or abandons construction of the Pedestrian Bridge, the City's rights in this Agreement may be assigned to the Commission at its option, and the Commission shall have the right, at its discretion, to complete construction of the Pedestrian Bridge or demolish the structure. The Commission shall have the right to charge all Commission or MoDOT costs of the Pedestrian Bridge construction or demolition to the City.

(20) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The City agrees to provide to the Central District Engineer a traffic control plan for handling traffic during the contemplated Pedestrian Bridge construction. The City agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to avoid or minimize disruption of traffic flow on Interstate 44 and other state highways. No state highway lane closures shall be authorized.

(21) MAINTENANCE AND REPAIR: At all times during the construction and after the completion of the Pedestrian Bridge, the City shall maintain and repair at its own expense the Pedestrian Bridge and all related structures and approaches, so that these structures and the Commission's underlying and adjacent highway property will be kept safe and in good condition. The City's maintenance of the Pedestrian Bridge and its vicinity shall be accomplished so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. However, the City is not obliged to maintain any paved highway or shoulder area on Commission property, except for cleaning trash or items thrown from the Pedestrian Bridge.

(22) COMMISSION ACTION IF THE CITY FAILS TO MAINTAIN PEDESTRIAN BRIDGE: If, after written or facsimile notice, the City fails to meet its maintenance obligations to keep the Pedestrian Bridge and adjacent Commission property clean, in good appearance and safe for use by the City and its authorized users, the Commission (through MoDOT) shall have the authority, but not a duty or obligation, to maintain or repair the Pedestrian Bridge on Commission property and charge all such costs of maintenance and repair to the City. If the City fails to begin making repairs within seventy-two (72) hours after receiving written notice, or fails to continue with the repairs in a diligent manner to completion, the maintenance and repair work may be performed by MoDOT. However, if the Central District Engineer or his/her authorized representative determines that an actual or potential emergency exists that requires immediate repairs, then MoDOT may make immediate repairs without prior written notice, and charge those expenses to the City. Any Pedestrian Bridge maintenance and repair expenses incurred by or on behalf of the Commission or MoDOT under this paragraph shall be the debt of, and shall be chargeable to and fully compensated by, the City. The City's failure to maintain or repair the Pedestrian Bridge promptly, after the Commission or MoDOT give written notice of a worn, damaged or dangerous location on the Pedestrian Bridge, shall constitute a material breach of this Agreement by the City. Likewise, the City's failure to promptly pay the Commission or
MoDOT for their costs to maintain or repair the Pedestrian Bridge when the City, after written notice, failed to make its own repairs promptly and completely, shall constitute a material breach of this Agreement by the City.

(23) **REQUIRED INSPECTIONS OF STRUCTURE:**

(A) After completion of the construction of the Pedestrian Bridge on the Commission's property, the City and its successors and assigns shall be required to have scheduled inspections of that structure by a registered engineer at least annually, to ensure the safety of the Pedestrian Bridge for the traveling public.

(B) The City shall be responsible for promptly submitting copies of all written annual or other Pedestrian Bridge inspection reports to the following: (1) To the Commission's Central District Engineer having responsibility for Interstate 44; and (2) To the Commission's State Bridge Engineer, located in the Commission Headquarters Building in Jefferson City, Missouri.

(24) **FEDERAL HIGHWAY ADMINISTRATION:** This agreement is entered into subject to the approval by the Federal Highway Administration.

(25) **INDEMNIFICATION:**

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

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be
construed as a waiver or limitation for either party’s rights or defenses with regard to each party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(26) NOTICE OF CLAIM OF POTENTIAL COMMISSION LIABILITY: In the event the Commission receives notice of any claim against it related to or arising out of the negligent or insufficient design, construction, maintenance, use or inspection of the Pedestrian Bridge, the Commission will promptly notify the City in writing, attaching a copy of such claim or summarizing its content and the name of the claimant, if not in writing. The City shall, through its own legal counsel, proceed to defend the Commission, MoDOT, and their members, employees, officers and agents, from any such claim, and the Commission will fully cooperate with the City and its attorneys in their defense of these state entities, officials and employees. This City obligation to indemnify and defend shall not apply to or be deemed to include the intentional or negligent acts or omissions of the Commission or MoDOT, or their members, officers, agents and employees.

(27) LIABILITY INSURANCE: The City agrees to provide the Commission with liability insurance to protect and defend the Commission from liability for any claim arising out of the negligent or deficient design, construction, maintenance, use or inspection of the Pedestrian Bridge, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars ($500,000) per person and Three Million Dollars ($3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo). If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to City.

(A) Additional Named Insured: Each such insurance policy shall specify as the “insured” or “additional named insured” the Commission, the Missouri Department of Transportation, and their members, agents, officers and employees, who are collectively described in this provision as “the insured state entities”. At the City’s election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the City, naming another party or parties as insured also. However, if the City elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the City begins construction of the Pedestrian Bridge on Commission property, for as long as that Pedestrian Bridge remains open for public use of it and the adjacent segments.
Upon request, the City shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the City to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

(28) **ASSUMPTION OF RISK:** The City, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and by opening the Commission’s highway property for the uses and activities authorized in this Agreement.

(29) **LICENSE REVOCABLE – NO ASSIGNMENT:** This license is revocable by the Commission or any appropriate MoDOT official if the City designs, constructs, maintains, uses or inspects the Pedestrian Bridge in a negligent, reckless, wrongful or unsafe manner, or refuses to follow contract or safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and any MoDOT authorized staff, and to no other person or entity.

(30) **REVOCATION OF AGREEMENT:** This license to construct, maintain, and use the Pedestrian Bridge for traversing over I-44 is granted in this Agreement at the pleasure or discretion of the Commission. The occurrence of any one or more of the following shall constitute a material breach of this Agreement, rendering the City in default and, at the discretion of the Commission or its representatives, may result in the revocation of this license:

(A) **Failure to Construct the Pedestrian Bridge as Approved:** The Pedestrian Bridge is not completed in compliance with the plans and specifications approved or approved as modified by the Commission;

(B) **Nonuse or Abandonment of Pedestrian Bridge:** The Pedestrian Bridge ceases to be used for the purposes stated herein, or is abandoned;

(C) **Damage or Disrepair:** The Pedestrian Bridge is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and the City will not repair the Pedestrian Bridge to a condition satisfactory to the Commission;

(D) **Violation of This Agreement:** The City violates any material term or condition of this Agreement;
(E) **Change in Use:** The City changes or attempts to change the use, purpose or location of the Pedestrian Bridge, without prior written approval of the Commission;

(F) **Violation of Laws:** The City constructs, operates, uses or maintains the Pedestrian Bridge or any other structure on or within the Commission's property in violation of any state or federal laws or regulations applicable at that time, or in violation of this Agreement; but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, which violation is not cured by the City within the applicable time;

(G) **Failure to Pay Debts:** The City, its insurer, or any other agent or representative of the City fails to pay its debts or liabilities to the Commission under this Agreement;

(H) **Failure to Maintain Insurance:** The City fails to maintain insurance as required by this Agreement;

(I) **Void or Invalid Agreement:** This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(J) **Redesign, Relocation, or Alteration of Highway:** In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may terminate this license. Further, should the Commission find that changes to the highway or the Pedestrian Bridge should be made at this location, but the Commission does not desire to terminate this agreement, the City shall bear the costs to relocate or modify the Pedestrian Bridge to accommodate the Commission's redesign.

(31) **RIGHT TO ENTER UPON THE PEDESTRIAN BRIDGE:**

(A) **During Construction:** The Commission, MoDOT, FHWA, and their officials, employees, agents and representatives shall have the right to enter upon, inspect and approve all work, materials and equipment on or at the site of the Pedestrian Bridge during its construction, at such time as the Contractor's employees or City's employees may be present, without prior notice to or approval by the Contractor or the City.

(B) **During Maintenance, Repair or Reconstruction:** The Commission, MoDOT, FHWA, and their officials, employees, agents and representatives shall have the right to enter upon the Pedestrian Bridge and to inspect and approve all work, materials and equipment there, during any maintenance, repair or reconstruction of the Pedestrian Bridge, at such times as City employees or agents may be present, without prior notice to or approval of City.
(C) **Inspections:** The Commission, MoDOT, FHWA, and their officials, employees, agents and representatives shall have the right to make periodic inspections of the Pedestrian Bridge when they deem such inspections necessary or advisable, at any time that the Pedestrian Bridge is open for public use.

(D) **Emergency or Dangerous Condition:** In the event of an emergency, or when the Central District Engineer or Commission's other authorized representative(s) have determined that a condition may exist on or adjacent to the Pedestrian Bridge which represents an actual or potential danger to the traveling public, the Commission or MoDOT, and their authorized agents and employees may immediately enter upon the Pedestrian Bridge to inspect. The Commission may request the City to repair that condition; or where appropriate, the Commission may perform all repairs by itself or through MoDOT or its contractors, and charge to and collect the costs of repair from the City.

(32) **Advertising Restrictions:** No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Pedestrian Bridge.

(33) **Opportunity to Cure:** No material breach or default described in Paragraphs (20) or (27) shall be a basis for terminating or revoking this license or this Agreement until written notice is delivered to the City specifying the material breach or default with particularity and giving the City a reasonable opportunity to cure, not to exceed thirty (30) days. The license may only be revoked for cause when that material breach or default is not cured by the City in the time given in which to cure that problem.

(34) **Removal of the Pedestrian Bridge:** In the event the license to maintain the Pedestrian Bridge or this Agreement is revoked, and the Commission deems it necessary to request the removal of the Pedestrian Bridge, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the Pedestrian Bridge removal to be paid by the City. The Commission hereby consents to the removal of the Pedestrian Bridge by the City or its agents at any time, provided that such removal is performed by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the removal paid by the City.

(35) **Utility Relocation:** With respect to any utility facilities requiring relocation or adjustment in connection with the construction of the Pedestrian Bridge, the City agrees that said utility relocation or adjustment shall be in accordance with the detailed plans approved by the Commission, with all costs and expenses associated with the utility relocation or adjustment paid by the City.

(36) **Non-Discrimination:** The City, for itself, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color,
religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the Pedestrian Bridge.

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

(38) **AUTHORITY TO EXECUTE:** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(39) **SEVERABILITY:** If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(40) **SURVIVABILITY:** The City's obligations to the Commission under this Agreement shall survive the revocation of its Commission license to construct and maintain the Pedestrian Bridge.

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

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

(43) **AUTHORITY TO GRANT LICENSE:** The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant (or revoke) this license. The Commission makes no representation that it has full fee simple title to the highway property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in the implementation of this Agreement, or in the City's design, construction, maintenance, repair, use or inspection of the Pedestrian Bridge.

(44) **NOTICES:** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
    Louis J. Magdits, Mayor
Rolla City Hall
PO Box 979
Rolla, MO 65402

Facsimile No: (573) 426-6947

(B) To the Commission:
David Silvester, Central District Engineer
Missouri Department of Transportation, Central District
1511 Missouri Blvd
Jefferson City, MO 65109

Facsimile No: (573) 751-3322

or to such other place as the parties may designate in accordance with this Agreement.
To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _______________________________ (Date).

Executed by the Commission on _______________________________ (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: ________________________________
Title: ________________________________

Attest: (SEAL)

________________________________
Secretary to the Commission

Approved as to Form:

________________________________
Commission Counsel

CITY OF ROLLA

By: ________________________________
Title: ________________________________

Attest: (SEAL)

________________________________
Secretary to the Commission

Approved as to Form:

________________________________
Commission Counsel

Ordinance No. ____________________________
CONCEPTUAL DESIGN MEMORANDUM
University Drive Pedestrian Bridge at I-44
Move Rolla Transportation Development District

Executive Summary

This project is a cooperative effort involving the Move Rolla Transportation Development District (TDD) partners to construct a new pre-engineered steel pedestrian bridge over Interstate 44 adjacent to the existing University Drive (Route F) overpass. The bridge will be approximately 240' long, 12' wide with a concrete deck, and will be located approximately 15' east of the existing University Drive Interchange overpass. Cast-in-place concrete and/or MSE abutments and wing-walls will be constructed for the foundation system on the north and south sides of the interstate. The bridge will be connected to the existing sidewalk network with approximately 600-ft of new 10-foot wide shared-use paths.

The design of the project is being coordinated with the TDD Program partners by holding regular monthly Core Team meetings. These meetings consist of representatives from the City of Rolla, Rolla Municipal Utilities, Missouri S&T, Phelps County, MoDOT, and the design team, consisting of HNTB and CM Archer Group.

The following sections of this memo explain the assumptions and intent of the design team during conceptual design of the project. Many of these items have been discussed and concurred upon by the project team during the monthly progress meetings.

Section 1: Pedestrian Needs Assessment

Following is a brief narrative explaining the purpose and need of the project:

History

In 2015, the City of Rolla completed the Move Rolla Transportation Strategy to develop a transportation system that meets the needs of all people and modes and promotes a safe, healthy community and economic opportunities for the next twenty years. The strategy was coordinated with local officials, Missouri S&T, Phelps County Regional Medical Center, MoDOT, and included public outreach. The Move Rolla Goals were established to:

- Develop a safe and convenient transportation environment.
- Promote alternative mobility choices.
- Develop a transportation system that promotes economic opportunities.
 Ultimately, the transportation strategy led to the passage of a Transportation Development District in 2017, to provide funding to meet the strategy goals and move forward with implementation of projects identified through the Move Rolla Transportation Strategy.

The University Drive/Route E Pedestrian Bridge over I-44 was identified as one of the initial primary improvements necessary to provide a new dedicated shared-use bicycle/pedestrian overpass with adequate width to connect White Columns Drive to University Avenue. This project would provide a new multi-use path over I-44 that meets current design standards.

During the public meeting to present the recommended projects from the Move Rolla Transportation Study, the public was asked to vote on their top projects out of the total list of 18. A new pedestrian bridge crossing of I-44 at Route E/University Drive was identified by the public as the number two priority project.

Location and Use

The new multiuse bridge would replace the existing pedestrian walkway currently located on the University Drive/Route E Bridge over I-44. Pedestrian facilities across I-44 are essential to connect students at Missouri S&T to housing and recreational facilities. The main campus of the university is located on the southeast side of I-44, but on the northwest side of I-44 there is university housing, private housing targeted to students, as well as university athletic fields where events take place (including intermural athletic competitions).

Five of the University’s fraternity houses are located on the northwest sited of I-44. Currently, all five of these houses are at or near capacity and provide housing to a total of 318 students. Miner Village, which is an apartment style university housing development, that features two and four-bedroom units, along with a central clubhouse for dining and recreation. This housing complex currently houses approximately 330 students.

Additionally, north of the university housing there are two additional private apartment complexes, Oak Ridge Apartments and The Lodges at Rolla, that are targeted to students, with the potential to house an additional 620 students at full capacity.

Due to the limited parking available on campus or near campus, many of these students who live on the northwest side of I-44 walk and bike to classes several days a week and sometimes multiple times in a single day. Also, due to study groups and class projects, there are some students who live on the east side of I-44 that need to bike or walk to meet their classmates on the west side of I-44 and vice-versa.
Also located on the west side of I-44 are the fraternity row athletic fields. These fields are used for campus events, including intramural athletics, and have the potential to generate pedestrian traffic for those students who live on the southeast side of I-44 that participate in the events that do not have access to a car or choose to walk or bike.

![Figure 1 – Overall Map](image)

In 2017, the University completed a Transit Feasibility Study. The purpose of the study was to evaluate the feasibility of transit operations for campus students, faculty and staff. One of the concepts considered was the elimination of on-campus parking, a satellite parking facility on the west side of I-44 and a transit route that would shuttle people between the off-site parking and the campus. This scenario could increase use of a pedestrian bridge.

**Existing Conditions**

Currently, the existing pedestrian walkway on University Drive/Route E over I-44 is substandard, in that it provides just over four-feet of width between the bridge barrier and fence. This width creates issues with students and pedestrians trying to cross the bridge in different directions at the same time, as it is very hard to navigate past oncoming pedestrians. Currently, there are no bicycle facilities on the existing bridge and students who choose not to ride their bikes in traffic often try to negotiate riding their bike on the narrow sidewalk. MoDOT is unable to widen the existing bridge due to its structure type to provide a wider pedestrian walkway, and has no plans to replace the bridge.

*University Drive Pedestrian Bridge at I-44 – Rolla, MO*

*Conceptual Design Memo*

*March 28, 2018*
Conclusion of Need

In conclusion, the information presented above justifies the need for constructing a new pedestrian crossing over I-44 at University Drive. Furthermore, this project has the support of local officials, the TDD Board, MoDOT and the public.

Section 2: Design Criteria (Bridge)

The following list outlines the key assumptions and conceptual design intent for the proposed pedestrian bridge structure. See the attached drawing in Appendix A for an illustration of the conceptual layout and location of the bridge.

- Total bridge structure length is estimated to be approximately 240-ft. The new bridge will not be designed to accommodate widening of I-44 to the outside of the current shoulders. The final overall length of the bridge will be dictated by grades at the abutment locations during final design.
Bridge clear width will be designed to be a minimum of 12'-0" on the inside of the bridge at the walking surface, and will be designed in accordance with AASHTO Standards for Shared Use Facilities. Interior rub rails will be designed in accordance with applicable accessibility requirements.

The bridge will either be a single clear span structure, or a two-span structure with a center bent in the existing I-44 median. Preliminary coordination efforts have confirmed both options are viable, and result in comparable total construction costs. Future design phases will determine the most viable alternative based on several factors, including costs.

Height of perimeter fencing will be at least 10'-0" from the walking surface. The fencing may also enclose the top of the structure if required by MoDOT and/or FHWA.

Bridge will be located parallel to and approximately 15’ east of the existing northbound University Drive/Route E overpass.

The bridge will be designed for a minimum of 17'-6" of clearance from the roadway in accordance with AASHTO standards.

All permanently exposed steel bridge components (except for fasteners) will be painted. The stakeholders will advise on the proposed color selection and other aesthetic enhancements in future design phases.

Finished walking surface (concrete deck) is assumed to be 6” thick cast-in-place, reinforced 4000 psi concrete with a medium broom finish. Final strength and reinforcement will be based on bridge manufacturer requirements.

Bridge structure will slope approximately 1% from northwest to the southeast, allowing storm water to sheet flow off the structure. The storm water will be collected at the end of the bridge and piped and/or ditched to the I-44 roadway ditch below.

It is anticipated that the bridge structure will be delivered in 5-6 sections and will be assembled on site. The final design will be dictated by the bridge manufacturer.

Liquidated damages are anticipated to be in the range of $1,500-2,500/day for the contractor’s failure to complete the work within the contract duration. Final contractor requirements will be determined later in the design stages.

Road User Cost Estimates will be coordinated between MoDOT and the design team as the traffic control plan evolves into a more final design state.

Design live load for the structure will be 90 psf.
Vehicle live load for the structure will be 8000 lb.

Dead load of the bridge structure is estimated to be 225,000# for a clear span bridge option and 160,000# for a two-span option. This estimate is based on conservative estimates provided by multiple manufacturers, and could be reduced as the design progresses and more information is known.

Dead load of the concrete deck is estimated to be 215,000#. This estimate assumes normal weight concrete will be used.

Sidewalks/approaches will tie into the bridge deck at a maximum slope of 5%.

Final connection of the bridge to the abutments will be dictated by the bridge manufacturer’s requirements.
Abutments may be designed and constructed perpendicular or with a skew to the bridge structure, which will be determined during final design. Cast-in place concrete or MSE retaining walls will be designed and constructed to minimize earthwork and grading activities on either end of the bridge. Aesthetic enhancements to the abutments and retaining walls will be considered based on stakeholder input as budget allows.

Manufacturer will provide delegated bridge structure design and calculations, including the slab-on-deck, and will validate foundation design assumptions.

It is assumed that the bridge will be constructed with minimal lighting for security and safety purposes. Additional accent/aesthetic lighting may also be provided based on stakeholder input as budget allows; this will be determined during future design phases.

Section 3: Design Criteria (Sidewalks)

The following list outlines the key assumptions and design intent for the sidewalks necessary to tie-in to the existing sidewalk network:

- All sidewalks associated with the project are anticipated to be 10-ft wide, except for the transition areas at each end of the bridge.
- Sidewalks were designed to limit running slopes to 5% or less where feasible, or will match the slope of the adjacent roadway where necessary.
- 10-ft wide cuts through the existing curb islands are recommended to allow pedestrian traffic to make the slight direction changes required to navigate the route across the roads. These cuts are roughly reflected on the attached plans.
- No pedestrian signalization improvements are budgeted or anticipated as part of this project.

Section 4: Traffic Control

Following is a summary of the traffic control approach of the design team.

- The temporary traffic control plan will be included with the final plans for construction. The TTC will follow MoDOT’s policies, current standards, and meet the provisions of Manual on Uniform Traffic Control Devices, unless otherwise noted.
- This project will likely require short duration interstate traffic closures, resulting in the detour of traffic off the interstate at Exit 185 to the north and south off ramps/frontage roads during installation of the bridge.
- The period of I-44 road closures is expected to be no more than two nights, and will be scheduled to occur during off-peak traffic hours during a limited window of time to be coordinated with MoDOT as design progresses.
- If the two-span option is selected, shoulder and/or lane drops on I-44 may be required to facilitate construction of the center bridge bent. These potential closures will be coordinated with MoDOT as design progresses.
• Based on preliminary contractor and design team input, we anticipate the University Drive overpass will be able to remain in service during installation of the bridge.
• Detour maps for the closure may be provided on the internet at www.modot.gov.
• Additional temporary traffic control (TTC) measures are anticipated for construction of ancillary work associated with the project, including sidewalk construction.

Section 5: Cost Estimate

Following is a summary of the overall conceptual budget and funding sources of the project.

• The current budget programmed for the project, most recently revised in January 2017, is approximately $2.1 million including design and construction costs.
• MoDOT has committed to contributing $500,000 from local central district sources to fund construction of the project.
• The remaining $1.6 million (±$) of estimated costs will be funded by the Move Rolla Transportation Development District proceeds.
• Based on initial input from prospective bridge manufacturers and contractors, we anticipate the current budget is adequate to fund construction of the project. A more detailed preliminary cost estimate will be developed during subsequent design phases.

Section 6: Right-of-Way Requirements

Following is a summary of the right-of-way (R/W) conditions on and around the proposed construction site:

• The entire project area falls within existing MoDOT right-of-way.
• No additional easements or R/W acquisitions are anticipated for the project.
• See Appendix B for an exhibit illustrating ownership and R/W in the vicinity of the project.

Section 7: Project Schedule Overview

The design team is currently under contract to complete conceptual and preliminary design phases by mid-2018. Final design is anticipated to be contracted and executed immediately thereafter, presumably by the end of 2018. Bidding and construction of the project could occur as early as 2019, assuming final regulatory approvals and funding commitments can be obtained. The project schedule is expected to be further refined with milestone dates and definitions during the forthcoming preliminary design phase.

Section 8: Special Requirements
Following is a list of other coordination items of interest being tracked by the project team:

- Section 106 Review by MDNR will be completed during the subsequent design phases. No other environmental review process is anticipated for the project.
- The City of Rolla will be responsible for maintenance during life span of the bridge. We anticipate MoDOT will provide a Maintenance Agreement for review and execution by the City of Rolla prior to construction.
- We anticipate MoDOT will also provide an applicable Air Space Agreement for review and execution by the City prior to construction.
Appendix A

Concept Drawing
Appendix B

Concept R/W Drawing
Rolla Municipal Utilities has requested a utility easement to service homes along the west side of Adrian from the rear.

This particular easement is in a leftover remnant west of 202 South Adrian and purchased in relation to the Highway 72 Extension.

Staff recommends approval.
UTILITY EASEMENT

Date of Document: ________________________________

Grantor: City of Rolla

Grantee: Rolla Municipal Utilities, Inc.

Mailing Address: P.O. Box 767, Rolla, MO 65402

Legal Description: Page 2

Reference Book and Page(s): ________________________________
UTILITY EASEMENT

THIS INDENTURE, made on the ______ day of _____________, 2018, by and between City of Rolla, Missouri, Grantor, and the Rolla Municipal Utilities, Inc., Grantee:

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar ($1.00) to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release and forever quit claim unto the Grantee, its successors and assigns, a permanent utility easement as follows:

20-FOOT UTILITY EASEMENT
(City of Rolla lands)

A utility easement in a fractional part of Lot 7, Block 6 of Ridgeview Addition, Rolla, Missouri, and, a fractional part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 37 North, Range 8 West of the 5th P.M., lying 20.0 feet measured perpendicular to, westerly of, parallel with and adjacent to the following described line: Commencing at the Southwest Corner of Lot 17, Block 6 of said Ridgeview Addition; thence North 0°09'40" East, 193.02 feet, and, North 0°00'30" West, 56.78 feet, and, North 0°15'10" East, 179.99 feet, all along said westerly line of Block 6 to the southeast corner of the aforesaid Lot 7, Block 6 of Ridgeview Addition, the point of beginning of the hereinafter described easement; Thence North 0°08'40" East, 48.57 feet along the East line of said Lot 7 to the southerly line of Highway 72 Extension East, Rolla, Missouri, the ending point of said easement. Containing 973 square feet, per plat of survey J-2457, revised April 6, 2018, by CM Archer Group, P.C.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing utilities, through and across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to
reasonable ingress and egress over and across the property of the Grantor for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the Grantor(s) herein.

IN WITNESS WHEREOF, the Grantors have set their hands this ______ day of __________________________, 2018.

Louis J. Magdits, Mayor
Carol L. Daniels, City Clerk

Printed Name & Title
Printed Name & Title

STATE OF MISSOURI)
) SS.
COUNTY OF PHELPS)

On this _______ day of ______________________, 2018, before me personally appeared ____________________________, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Rolla, Missouri, the day and year above written.

Brandy M. Auxier
My Commission Expires:
Memo

TO: Louis J. Magdits, IV – Mayor
    John Butz – City Administrator

FROM: Steve Hargis, P.E. – Director of Public Works

DATE: 04/11/2018

SUBJECT: BPAC Committee Appointments

We have been actively seeking individuals from the Rolla community willing to serve on the City of Rolla's new Bicycle Pedestrian Advisory Committee (BPAC).

The purpose behind this committee is to make Rolla more livable by promoting bicycling and walking as an alternative means of transportation while ensuring we provide the best facilities and are sensitive to the needs of all users.

We have had a lot of interest and recommend the following individuals:

- Ryan Ebert
- Dick Elgin
- Jeremy Jamison
- Ken Kwantes
- Dennis Noel
- Jacob Rohter
- David Schott
- Judy Williams

Staff Members:

- Steve Hargis, P.E. – Director of Public Works
- Doug James, Caption – Rolla Police Department
- James Shields – City Planner

I have attached each member's bio and a copy of the BPAC committee member position announcement.

The committee’s first task will be to review, prioritize and propose changes to the staff proposed 2018 Bicycle Pedestrian Master Plan.

We recommend approval.
# ROLLA BPAC APPLICANTS

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<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations: SEE ABOVE</td>
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<tr>
<th>Name: Jacob Rohter</th>
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<td>Phone: 573-368-2486 Alternate Phone: 314-833-9358</td>
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<tr>
<td>Email: <a href="mailto:jacob.rohter@dnr.mo.gov">jacob.rohter@dnr.mo.gov</a></td>
</tr>
<tr>
<td>Basic Bio: Lifetime cyclist for both recreation and transportation. Route 66 Bicycles mechanic for two years. Engineering Technician for five years. Ward 5 City Council Candidate, April 2018</td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations: Previously did a class project planning trail connections in Chicago, 2011 Proposal submitted to county representative, some of project implemented, 2014 Well connected to local cycling community and population Three kids that all walk to school regularly</td>
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<th>Name: Dennis Noel</th>
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<td>Email: <a href="mailto:dnoel@fidnet.com">dnoel@fidnet.com</a></td>
</tr>
<tr>
<td>Basic Bio: Rider-Racer, retired Rolla Public Schools teacher</td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations: Opened Route 66 Rode for years Teach Health &amp; Wellness at Drury University</td>
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<th>Name: Dick Elgin</th>
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<td>Phone: 573-368-1550</td>
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<td>Email: <a href="mailto:elgin@rollanet.org">elgin@rollanet.org</a></td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations: While in grade school delivered papers riding my bicycle around St. James. Been riding ever since My old firm has designed bike-ped facilities Am familiar with design standards for such facilities Founding member of Rolla MultiSport Club Have ridden many large group bicycle rides, including having ridden RAGBRAI (the ride across Iowa) 11 times Have ridden portions of the BAM ride (the 2018 BAM comes through Rolla in June) Rode the entire length of New Zealand’s South Island and have ridden most of KATY Looking forward to the MORIT - Happy to serve!!</td>
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<tr>
<th>Name: Judy Williams</th>
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<td>Phone: 573-364-7007</td>
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<tr>
<td>Basic Bio: Rolla resident all my life except when in college. Lived in Rolla continually since 1966.</td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations: Chair of ACORN – responsible for downtown beautification as well as highway intersections Conceived and followed through with Welcome to Rolla at I-44 exit Responsible for memorial tree program which beautifies the ACORN Trail Definite thoughts on managing the paths along trails throughout Rolla. Helpful ideas gleaned from same concept on Sanibel Island, Florida Served on other advisory committees for the city – Park Board, Library Board, etc.</td>
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<thead>
<tr>
<th>Name: Jeremy Jamison</th>
<th>Name: Ryan Ebert</th>
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<td><strong>Email:</strong> <a href="mailto:ebertry@mst.edu">ebertry@mst.edu</a></td>
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<tr>
<td><strong>Basic Bio:</strong> 49 year old longtime resident. I grew up in Rolla and graduated high school here. My family owned and operated the local Sears store for many years until their retirement. Married with two children (21,24). I work for Rolla Public Schools as a junior high counselor. My wife works for Greentree Christian Church and is on the local school board. My daughter teaches for Rolla Public Schools. I served as a law enforcement officer in the Metropolitan Kansas City area and was part of a bicycle patrol in downtown Kansas City and was instrumental in getting a bike patrol for the Mission Kansas Police Department.</td>
<td><strong>Basic Bio:</strong> Mechanical Engineering MST graduate from St. Peters, MO living in Rolla since 2012 and working for the Design and Construction Management Department of Missouri S&amp;T as a Design Engineer since the fall of 2016. I enjoy mountain biking, commuting to work or the store on bike, and playing with my dog at the parks and trails in Rolla and the surrounding areas.</td>
</tr>
<tr>
<td><strong>Notable Bicycle Pedestrian Experience or Affiliations:</strong> Since I work for the school district, I feel I could act as a liaison between the two groups when events or educational opportunities arise.</td>
<td><strong>Notable Bicycle Pedestrian Experience or Affiliations:</strong> Avid biker both on and off road, I commute to work on bike often I used to work in a bike shop and have a good amount of experience from talking to others bikers and hearing their opinions and experiences with biking on roads and other public places As an engineer for the university I have some experience with planning projects and creating plans centered around accessibility I am used to working in large groups and bringing together different expertise to find the best way to accomplish a given project or task</td>
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I have been an active cyclist since my early teens I enjoy riding on our city streets, the ACORN trail, and our local mountain bike trails I also enjoy riding the Katy Trail routes. I have friendly relationships with many other cyclists and outdoor enthusiasts.

I enjoy riding on our city streets, the ACORN trail, and our local mountain bike trails I also enjoy riding the Katy Trail routes. I have friendly relationships with many other cyclists and outdoor enthusiasts. Since I work for the school district, I feel I could act as a liaison between the two groups when events or educational opportunities arise.

I used to work in a bike shop and have a good amount of experience from talking to others bikers and hearing their opinions and experiences with biking on roads and other public places As an engineer for the university I have some experience with planning projects and creating plans centered around accessibility I am used to working in large groups and bringing together different expertise to find the best way to accomplish a given project or task.
Name: David Schott
Address: 607 Woodland Drive – Rolla, MO 65401
Phone: 410-615-9922
Email: dschott@rollacity.org

Basic Bio: I was born and raised in Baltimore, Maryland. I went to school at Virginia Tech where I double majored in Communications/Journalism and Political Science with a minor in Urban Planning. After University I spent a year of Service with AmeriCorps St Louis Partners working on the Emergency Response Team that responded to tornados, hurricanes, floods, ice storms and forest fires. After completion of my AmeriCorps term of service I moved to Washington State to join the Washington State Helicopter Firefighting Crew. There I worked as a firefighter, fuel truck driver, squad boss, and eventually helicopter and crew manager. After 8 years in Washington I transferred to a job on the Mark Twain National Forest working on their helitack fire crew performing firefighting, helicopter management and aerial ignition on controlled burns on the forest. In my off seasons from firefighting I traveled the world to over 40 different countries and learned a wide range of skills, including permaculture and organic farming as well as housing rehab, and repair. Over the years I have purchased and rehabbed a number of different houses. In 2017 I opened a small business in Rolla operating an Espresso Bus/food truck with my business partner. That same year I began service on the Rolla City Council where I still continue to serve.

Notable Bicycle Pedestrian Experience or Affiliations:

From a young age I have been interested in bikes and biking. I was part of the generation that spent much of our time playing outside where bikes were the mode of transportation for children to get around our neighborhood. We began fixing our own bikes also and spent most of our days on summer break riding. In middle school I joined the Boy Scouts where I got much more involved in walking, hiking and longer bike rides on the Cumberland and Ohio trail near my home in Baltimore. We would do multi day hikes and rides where we became more adept at bike riding. I eventually reached the highest level in Boy Scouts, becoming an Eagle Scout.

At University at Virginia Tech, I experienced as most students too, the usefulness of pedestrian and bike friendly infrastructure in a medium sized college town. Clearly the ability to provide infrastructure allows more people to make the choice to take advantage of biking and walking for practical and health reasons. This helped the town of Blacksburg and the University free up more parking and cut down on traffic.

For the first semester of my senior year of college I studied abroad in Leiden, Netherlands! This was one of the most eye opening experiences for me at such a young age. The efficiency by with the Dutch use dedicated pedestrian and bike paths creates an amazing and efficient experience for citizens. I absolutely loved my time there and it was there that I really saw the potential for high density use of bike paths. Every citizen young and old went everywhere on a bike! This helped cut down on cars and traffic at the same time increasing the health of citizens.

When I eventually moved to Ellensburg, Washington a few years later (a college town of about 20,000) I saw how small town America could create a place that was also welcoming to bikes and pedestrian and which helped create a nice feeling for locals and students.

A few years later I decided to continue my education in Europe at Linkoping University in Sweden where I did a 1 year Master's program in Outdoor Environmental Education. The town I lived in Sweden was also full of bike and pedestrian infrastructure and again allowed me to see the positive aspects of living in a place that was so invested in bikes!

As I worked a seasonal job for many years, I was able to take my winter season and put it to good use by traveling the world. Some of the places I have traveled include most of Europe, Thailand, Bangladesh, Nepal, India, New Zealand, Mexico, all of Central America, Turkey, Syria, Jordan and Morocco. Traveling allows one to see how others live and makes Americans realize how wasteful and inefficient we are driving around in our big cars in big cities, on big roads in the most inefficient way possible. I learned a lot from seeing new perspectives on transportation and life in general everywhere I went.

When I eventually came back to Missouri after my time working in the western US, coming to Rolla I started to realize what a special place we have! We live in a college town with nature, farms and forest all around. Inside the city we already have a very good park infrastructure, and we have the perfect size to bring greater bike and pedestrian infrastructure here. Once a city grows too big it is often hard to make that happen. With the University, we have a younger demographic, and many foreign students, which creates the perfect opportunity to make positive changes to promote more bikes and pedestrians!

As a final note, I spend many weekends and weeknights with other bike friends taking 20-30 mile rides on the backroads in all directions from Rolla. We love the enjoyment of seeing farms, forest and countryside and it is a wonderful way to get exercise and de-stress after a long day or week. I am a serious advocate of biking, and walking for efficient use of our city space and transportation network as well as for the health benefits that come with.

I look forward to helping to move Rolla into the future with a well designed and efficient bicycle and pedestrian network!!
# ROLLA BPAC STAFF MEMBERS

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<tr>
<td>Basic Bio:</td>
<td>Forty five years progressive experience in the Civil Engineering field. Employed by the City of Rolla since 1976 and have been the Public Works Director for the past thirty three years. I direct the efforts of a forty six member Public Works Department in the areas of engineering, wastewater collection and treatment, stormwater management, street maintenance, concrete construction, and traffic. Course work in Engineering Technology at Jefferson College - Hillsboro, MO Bachelor of Science, Civil Engineering – University of Missouri – Rolla – 1985 Graduate Work in Pavement Design, Materials, Construction Methods and Management – University of Missouri - Rolla</td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations:</td>
<td>Registered Professional Engineer in Missouri (Since 1990) Highway Engineer’s Association of Missouri (1991 Past President) Life Member American Public Works Association, Missouri Chapter (1994 Past President) Missouri Society of Professional Engineers (1996-1997 Past President, Rolla Chapter) American Society of Civil Engineers (Past UMR Student Contact Member) Order of the Engineer Rolla Area Chamber of Commerce</td>
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<table>
<thead>
<tr>
<th>Name:</th>
<th>Doug James</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1007 North Elm Street – Rolla, MO 65401</td>
</tr>
<tr>
<td>Phone:</td>
<td>573-308-1213</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:djames@rollacity.org">djames@rollacity.org</a></td>
</tr>
<tr>
<td>Basic Bio:</td>
<td>Have worked for the City of Rolla Police Department for 27 years</td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations:</td>
<td>Fitness Enthusiast</td>
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<thead>
<tr>
<th>Name:</th>
<th>James Shields</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1851 White Columns Drive – Rolla, MO 65401</td>
</tr>
<tr>
<td>Phone:</td>
<td>573-426-6974</td>
</tr>
<tr>
<td>Alternate Phone:</td>
<td>573-466-3638</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:jshields@rollacity.org">jshields@rollacity.org</a></td>
</tr>
<tr>
<td>Basic Bio:</td>
<td>I have obtained a Masters of Science Degree in Urban &amp; Regional Planning from the Florida State University. The specialization of that degree was land use and comprehensive planning. I also focused heavily on urban design. I have also obtained a bachelors degree in sociology with a minor in geography from Mizzou. For almost a decade I have been exploring the ways in which our built environment influences the behavior of the American populous and affects the distribution of opportunity to different categories of people. In the same time, I have been exploring ways in which the design of the built environment can influence behavior/degree of satisfaction and distribute opportunity in a more equal manner. My main focus of study is in the affects and causes of both conventional suburban development and traditional neighborhood development.</td>
</tr>
<tr>
<td>Notable Bicycle Pedestrian Experience or Affiliations:</td>
<td>My education in sociology, geography and urban planning bring insight to the committee that most can’t. I can provide technical, philosophical and sociological comments on the committee’s ideas and proposals. My familiarity with design techniques will come in handy when thinking of solutions to issues and my familiarity with the affects of conventional suburban development can help clarify the issues. In addition, I have been car-free for over a decade and understand the opportunity to walk in a safe and convenient manner to be fundamental to the rise of society throughout history. As an avid pedestrian and bicyclist, I know first hand what the benefits and hazards are. At the same time, my knowledge of urban planning has helped me understand the irrevocable role motor vehicles play in society. My research and areas of interest in urban design have led me to the conclusion that there is a way to maintain traffic flow and create safe and convenient paths for pedestrians, skateboarders, rollerbladers, bicyclists and more. My areas of interest in sociology have shown me the historical role that transportation methods have played to change societies and how some types of development patterns that don’t accommodate pedestrians can leave certain sections of the population, such as the young, the elderly and the handicapped with limited life choices and opportunities. I am also the City Planner for the City of Rolla.</td>
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BICYCLE PEDESTRIAN ADVISORY COMMITTEE (BPAC)

Position:
BPAC Committee Member

Purpose and Duties of BPAC Committee Member:
The City of Rolla is in the process of forming a Bicycle Pedestrian Advisory Committee (BPAC). The purpose behind this committee is to make the community more livable by promoting bicycling and walking as an alternative means of transportation while ensuring we provide the best facilities and are sensitive to the needs of all users. Transportation enhancements such as new construction, rehabilitation or maintenance of streets and sidewalks can be viewed as opportunities to realize these goals.

Committee member’s duties and responsibilities are the following:
• Review, prioritize and propose changes to the staff proposed 2018 Bicycle Pedestrian Master Plan,
• Submit an annual report to the City Council summarizing the past years activities and make recommendations regarding the funding of bicycle and pedestrian related projects,
• Participate in community activities such as “Bike to Work Day”,
• Attend public evening meetings approximately six times per year.

Committee member requirements include:
• Proven track record of working well in a group setting,
• Desire to be involved in the growth and prosperity of the Rolla community,
• Ability to remain open-minded about providing facilities for all skill sets of bicyclist and pedestrians,
• There are not technical requirements, only a passion for developing public facilities to adequately serve the needs of the bicycling and pedestrian community
• We are looking for individuals with interests or experiences in the areas of city planning, law enforcement, parks and recreation, Missouri S&T, Rolla Public Schools, pedestrian advocacy and bicycling advocacy.

Application information:
• Name, address, phone and email
• Qualifications
• Experiences and affiliations that would bring benefit to the City of Rolla Bicycle Pedestrian Advisory Committee

Members will be appointed by the Mayor and approved by the City Council.
City staff contact:
Steve Hargis, P.E., Director of Public Works
Rolla City Hall
P.O. Box 979, 901 North Elm Street
Rolla, MO 65402
shargis@rollacity.org
(573) 364-8659
Please complete the following application, save in an accessible location, and email the completed document as an attachment to shargis@rollacity.org

Name: ____________________________________________________________

Street address: ____________________________________________________

City: ___________________ State: ___________ Zip: ________________

Daytime phone: ____________________ Alternate phone: __________________

Email: __________________________________________________________

Basic bio.: _______________________________________________________

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Please tell us about any experience or affiliations you may have that would bring benefit to the City of Rolla Bicycle Pedestrian Advisory Committee: ______________________________________________________

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_________________________________________________________________
Ronald D Wilkerson

I have been a Rolla resident since 2009 living just off 63. I am currently the owner/dentist of St. James Dental Center. I have been practicing in St. James since 2008. I assumed full ownership of the practice in 2014 with no intentions of leaving the area. During this time I have made substantial efforts to involve my office and staff in community happenings in the St. James and Rolla areas. I am an Illinois transplant and am happy I made the choice to move to this area.

I've always had an interest in aviation. I was finally able to begin steps towards a pilot's license with Darrin in 2012. I have had a Mooney based at Rolla National since 2013. As of last year I have entered a business venture with First Class Air Services. I purchased the Cessna 414 from the owner/operator and continue to have the plane used for charter. The company now has two planes at their disposal for increased capabilities. Having this company on field should help substantially add to the fuel sales at Rolla National. I continue to use the airport for my travels with the Mooney and Cessna for the Missouri Dental Association, which I am heavily involved, as well as personal use.

I would urge you for my consideration on the airport board. I believe I am more than just another pilot based at Vichy. I have community ties in the area and look to continue those relationships. Rolla National is a fantastic airport. My aviation experience began here. I would love to see the airport continue to do well and have increased traffic as the years continue. With main and crosswind runways at 5,500 ft, it is one of the most capable airports in Missouri for large traffic outside of the major airports St. Louis and Kansas City. I'd also like to make a plug for the staff up there. They do a fantastic job. They are more than happy to do something as simple as checking to make sure I locked my hangar or fueling up the plane for me before I arrive. They give the same first class service to the 172 that flew in just for fuel or the citation that is staying the weekend for business. I've been in and out of a lot of small airports in Missouri. The same reception is not received at many of them by their staff.