

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

**COUNCIL PRAYER**  
Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**  
**Monday, April 18th, 2022; 6:30 P.M.**  
**City Hall Council Chambers**  
**901 North Elm Street**

**PRESIDING:** **MAYOR LOUIS J. MAGDITS, IV**

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

**NEWLY ELECTED COUNCIL:** **NATHAN CHIRBAN, JAIRED HALL AND TINA BALCH**

**PLEDGE OF ALLEGIANCE**  
Councilman Matthew Fridley

**I. OLD BUSINESS**

- A. Presentation on Fiscal Year 2021 Independent Audit. (Finance Director Steffanie Rogers)
- B. **Ordinance** entering into an agreement with Donald Maggi Inc. for Project #515-Elm Street Improvements. (City Engineer Darin Pryor) **Final Reading**
- C. **Motion** approving sold surplus assets through GovDeals and Purple Wave for April 2021 through April 2022. (City Administrator John Butz) **Motion**.
- D. **Ordinance** to allow a minor Subdivision Final Plat to reorganize three commercial lots into two lots. (City Planner Tom Coots) **Final Reading**
- E. **Ordinance** to reconsider approval of the CUP for Collective Solutions (cell tower) (City Administrator John Butz) **Final Reading**

**II. CONSENT AGENDA**

- A. **Motion** accepting the April 5<sup>th</sup>, 2022 Certified Election Results (City Administrator John Butz) **Motion**

**III. ELECTED OFFICIALS SWEARING-IN CEREMONY**

- A. **Comments/Recognitions of Outgoing Councilmembers:**
  - i. Ward 2 Councilwoman Ann Murphey
  - ii. Ward 4 Councilwoman Jodi Eberly
  - iii. Ward 6 Councilperson Deanne Lyons
- B. **Swearing-In of Newly Elected Officials:**
  - i. Ward 1 Councilwoman Terry Higgins
  - ii. Ward 2 Councilman Nathan Chirban
  - iii. Ward 3 Councilman Lister Florence
  - iv. Ward 4 Councilman Jaired Hall
  - v. Ward 5 Councilwoman Carrolyn Bolin
  - vi. Ward 6 Councilwoman Tina Balch
  - vii. Mayor Louis J. Magdits IV
  - viii. Municipal Judge James T. Crump
  - ix. City Prosecutor Bradley Neckermann

**IV. PUBLIC HEARINGS –**

- A. To allow a minor subdivision final plat to combine several lots into three lots; vacate portions of the rights-of-way of Spring Ave, 13<sup>th</sup> St, and an alley between Spring Ave, 13<sup>th</sup> St, 14<sup>th</sup> St and Poole Ave; and dedicate the right-of-way for Tim Bradley Way.

(City Planner Tom Coots) **Public Hearing and First Reading**

**V. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –**

**VI. NEW BUSINESS**

- A. **Motion** allowing the temporary closure of 10<sup>th</sup> Street for the Rolla High School Graduation. (Public Works Director Steve Hargis) **Motion**
- B. **Ordinance** allowing a minor subdivision final flat to reorganize two residential lots. (City Planner Tom Coots) **First and Final Reading Requested**

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

- A. **Award** of bid to Pierce Asphalt for Project 544 – Phase I Asphalt Improvements and Ordinance to enter into agreement with same. (City Engineer Darin Pryor) **Motion and First Reading**
- B. **Award** of bid to Pierce Asphalt for Project 545 – Phase II Asphalt Improvements and Ordinance to enter into agreement with same. (City Engineer Darin Pryor) **Motion and First Reading**

**VIII. CITIZEN COMMUNICATION**

**IX. MAYOR/CITY COUNCIL COMMENTS**

- A. Appointment of Monty Jordan to the P & Z Commission for a 4 year term starting May 1<sup>st</sup> (Expires May 2026)
- B. Appointment by Council of Mayor Pro-Tem for 1 year term. (expires April 2023)
- C. Appointment of Kristi Fleischhauer to the Library Board for first term (expires May 2025)
- D. Proclamation for Arbor Day, Friday, April 29<sup>th</sup>, 2022
- E. Proclamation for Local Government Week, May 1-7<sup>th</sup>, 2022

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

**XI. CLOSED SESSION** – Closed session pursuant to RSMO. 610.021 (1) to discuss legal work product.

**XII. ADJOURNMENT**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

<b>DEPARTMENT:</b>	Steffanie D. Rogers Finance Director	<b>ACTION REQUESTED:</b>	Motion
<b>DATE:</b>	April 18, 2022	<b>BUDGET APPROPRIATION:</b>	\$ 0.00
<b>SUBJECT:</b>	Consider Motion to Approve Fiscal Year 2021 Independent Audit		

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**COMMENTARY:**

Michael Keenan, Cochran Head Vick & Co, will present an overview of the fiscal year 2021 independent audit. This year's management letter contains three (3) written recommendations (included in the Required Communications and Management Letter) for the City of Rolla. As accounting principles and standards progress, staff will continue to develop internal processes to ensure compliance.

Staff is recommending a motion to accept the independent audit for fiscal year 2021.

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ITEM NO. I. A. I

**CITY OF ROLLA, MISSOURI**

**REQUIRED COMMUNICATIONS  
AND MANAGEMENT LETTER**

**For the Year Ended September 30, 2021**

I.A.2

**City of Rolla, Missouri**

**Required Communications and Compliance Report  
For the Year Ended September 30, 2021**

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C H V

COCHRAN HEAD VICK & CO., P.C.

& Co

*Certified Public Accountants*

1251 NW Briarcliff Pkwy  
Suite 125  
Kansas City, MO 64116  
(816) 453-7014  
Fax (816) 453-7016

To the Honorable Mayor and  
City Council  
City of Rolla, Missouri

Other Offices in  
Missouri and Kansas

We have audited the financial statements of the City of Rolla, Missouri (the City) for the year ended September 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated June 9, 2021. Professional standards also require that we communicate to you the following information related to our audit.

#### **Significant Audit Findings**

##### ***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2021. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Significant accounting estimates used by the City's management include determining the allowance for doubtful accounts, the estimated useful lives used in recording depreciation and accumulated depreciation for capital assets, and the estimated obligation relating to pension and other post-employment benefits (OPEB). We evaluated the key factors and assumptions used in developing the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

##### ***Difficulties Encountered in Performing the Audit***

We encountered no difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of our audit procedures were corrected by management:

- Adjustment of \$759,379 to record an obligation for contract retainage payable and related construction in progress.
- Adjustment of \$1,354,111 to properly report the outstanding balance of the Series 2020 Sewage System Refunding and Improvement Revenue Bonds at year end as project drawdown reimbursement funding requests are reported when the drawdown request is received.

### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated April 13, 2022.

### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### *Other Matters*

We applied certain limited procedures to the City's management's discussion and analysis, schedule of changes in net pension liability (asset) and related ratios, schedule of employer contributions and the schedule of changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

In planning and performing our audit of the financial statements of the City as of and for the year ended September 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency in the City's internal control described under Financial Reporting to be a material weakness.

As part of our audit, we try to identify opportunities for improving the management of financial resources and for improving the internal controls over financial reporting. We are submitting, for your consideration, our observations and recommendations with regard to these matters.

The City's written responses to our comments have not been subject to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

#### **CURRENT YEAR COMMENTS**

##### **Financial Reporting – Material Weakness**

Management is responsible for establishing, maintaining and monitoring internal controls over financial reporting, and for the fair presentation of the financial statements and related notes in conformity with U.S. generally accepted accounting principles.

Our audit procedures identified adjustments that were required to properly report certain transactions of the City in accordance with generally accepted accounting principles. These adjustments were not initially identified by the City's internal controls over financial reporting.

We recommend that management review year-end closing procedures to ensure that transactions are properly recorded and approved in accordance with generally accepted accounting principles.

##### **Management's Response**

Management will continue reviewing and revising year end closing procedures including contract retainage, construction in process, and bond reporting activities.

## **OTHER RECOMMENDATIONS**

### **Cyber Security**

Organizations are encountering more cyberattacks than in previous years partly due to the migration of working remote. One example of a cyberattack is through phishing emails asking employees to click on a link which deploys malware to encrypt the Organization's system. We recommend that the City continue reviewing current policies and procedures related to cyber security. Procedures should include training employees on how to identify phishing emails and what to do if one is suspected, review cyber security protocols for key systems, test back-up systems with key data, and developing an incident response plan if an attack occurs.

### **Management's Response**

The City utilizes a multi-level security strategy. The City utilizes a Sonicwall next-generation firewall at the network border, including security services such as intrusion prevention, anti-phishing screening, and SSL inspection. At the desktop and server level, we utilize consolidated endpoint protection, and are in the process of implementing multi-level authentication for all users. In addition, the City has also purchased insurance through Travelers for this specific exposure.

### **American Rescue Plan Act Funds**

On January 6, 2022, the U.S. Department of the Treasury (Treasury) adopted a final rule, effective April 1, 2022, implementing the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA). The final rule has changes to approved uses of funds including, but not limited to: 1) responses to negative economic impacts of the public health emergency; 2) responses to the disproportionate public health and economic impacts of the pandemic in certain communities; 3) capital expenditures to respond to the public health and negative economic impacts of the pandemic; and 4) responses to restore and bolster government employment. The City has been awarded \$4.12 million dollars under ARPA and has received its first distribution of \$2,061,341. Under ARPA, governmental entities have greater flexibility to address current acute needs, i.e., setting up programs for vulnerable residents and small businesses, enhancing testing and vaccination efforts, and recovering revenue. Beyond these areas, it also allows governments to strategically consider their long-term needs. We anticipate that funding received under ARPA will be subject to the Single Audit Act (USC 31 Sections 7501 to 7507) and the related provisions of the Uniform Guidance (2 CFR 200). We recommend that you review the final rules and establish appropriate program and compliance management functions to oversee the program and ensure compliance with requirements.

### **Management's Response**

When the City of Rolla received award notification from the American Rescue Plan Act Funds (ARPA), City Council met with City Staff in a special workshop on Oct. 20, 2021 to review the preliminary guidelines distributed by the US Treasury. On January 10, 2022, the City conducted a second workshop to review the final regulations. The significant change was that non-entitlement cities (NEUs) that received less than \$10 million in ARPA funds could consider all assistance as "loss of revenue". Consequently, the City took action to authorize approximately \$2.8 million in ARPA funds for loss of revenue to provide essential radio communications for all public safety operations and to provide loss of revenue eligibility to City operations directly impacted by COVID – namely the Recreation Center, Park Services (SpalshZone), Airport fuel sales, and municipal court revenue losses. The City deferred discussion on the balance of ARPA funds until late 2022. The City Finance Department will have responsibility for filing the annual reports to the U.S. Treasury (first annual report due April 30, 2022).

## Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has recently issued the following statements which may impact the City's financial reporting requirements. In May 2020, in response to COVID-19 pandemic, GASB issued Statement No. 95 - Postponement of the Effective Dates of Certain Authoritative Guidance.

- GASB Statement No.87 - Leases, effective for the fiscal year beginning October 1, 2022.
- GASB Statement No. 89 – Accounting for Interest Cost Incurred before the End of a Construction Period, effective for the fiscal year beginning October 1, 2021.
- GASB Statement No. 91 – Conduit Debt Obligations, effective for the fiscal year beginning October 1, 2022.
- GASB Statement No. 92 – Omnibus 2020, generally effective for the fiscal year beginning October 1, 2022.
- GASB Statement No. 93 - Replacement of Interbank Offered Rates effective for the fiscal year beginning October 1, 2022.
- GASB Statement No. 94 - Public-Private and Public-Public Partnerships and Availability Payment Arrangements, effective for the fiscal year beginning October 1, 2023.
- GASB Statement No. 96 Subscription-Based Information Technology Arrangements, effective for the fiscal year beginning October 1, 2023.
- GASB Statement No. 97 - Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements No. 14 and 84, and a supersession of GASB Statement No. 32, generally effective for the fiscal year beginning October 1, 2021.

We recommend management review these standards to determine the impact they may have on the City's financial reporting.

## Management's Response

Management will review the new standards as they become effective and will evaluate their impact on the City's financial reporting.

Prior Year Comment Description	Significance	Current Year Status
Financial Reporting	We recommended that management review year-end closing procedures to ensure that transactions are properly recorded and approved in accordance with generally accepted accounting principles.	Comment repeated
Key Employees and Cross Training	The City is exposed to certain management risks including among others, the possible loss of continuity and disruption in City operations in the event of the loss a key employee either through retirement or some unforeseen circumstance. We recommended that City management evaluate and identify the exposure to such risks and develop plans to mitigate such risks.	We recommend that management continue to evaluate such risks.
Future Accounting Pronouncements	We recommended that City management evaluate and identify the exposure to such risks and develop plans to mitigate such risks. Such plans might include: developing an emergency management plan; perform succession planning for key members of management; and increased cross-training of City personnel.	The City implemented all applicable standards that became effective during fiscal year 2021. See the current comments section for additional upcoming accounting standards.

This report is intended solely for the information and use of the Mayor and City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

*Cochran Head Vick & Co., P.C.*

Kansas City, Missouri  
April 13, 2022



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** Darin Pryor

**ACTION REQUESTED:** Ordinance **Final Reading**

**ITEM/SUBJECT:** Project #515 – Elm Street Improvements

**BUDGET APPROPRIATION:** \$370,000 **DATE:** 04/18/22

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**COMMENTARY:**

City staff received bids for the Elm Street project. The bids were as follows:

Donald Maggi Inc. PO Box 66 Rolla, MO 65402	\$402,959.24
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BuildTec Construction PO Box 355 St. James, MO 65559	\$521,970.00
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B&P Patterson LLC PO Box 307 Linn, MO 65051	\$656,257.20
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This project will provide new curbs, drives, and sidewalks along Elm Street from Route 63 to 12<sup>th</sup> Street. The section of Elm Street from 14<sup>th</sup> to 12<sup>th</sup> Street will be widened to allow for two-way traffic. This project also includes new curb, drives, and a shared use path along 14<sup>th</sup> Street from Pine Street to Schuman Park.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi Inc. for \$402,959.24

ITEM NO. I.B.1

ORDINANCE NO.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18TH DAY OF APRIL 2022.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY COUNSELOR

I.B.2

## EXHIBIT A

### **CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and **Donald Maggi, Inc.** Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Elm Street Improvements, PROJECT 515**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

**ARTICLE I.** That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **Elm Street Improvements, PROJECT 515**.

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

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

**ARTICLE III. Occupational Safety and Health Administration (OSHA)**

**Safety Training:**

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

**Notice of Penalties for Failure to Provide Safety Training**

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

**ARTICLE IV.** That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$402,959.24 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

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

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

I.B.5

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY \_\_\_\_\_

Mayor, Owner, Party of the First Part

BY \_\_\_\_\_

Printed Name

Printed Name/Title

STATE OF MISSOURI      )  
SS                          )  
County of Phelps        )

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

My commission expires: \_\_\_\_\_

Notary Public

STATE OF MISSOURI      )  
SS                          )  
County of Phelps        )

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

My commission expires: \_\_\_\_\_

Notary Public

I.B.6





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** John Butz, City Administrator

**ACTION REQUESTED:** Motion

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

**BUDGET APPROPRIATION:** \$59,255 Revenue

**DATE:** April 18<sup>th</sup>, 2022

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**COMMENTARY:**

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

Attached is the list of items sold via GovDeals (no transactions on Purple Wave) over the last year. Council approval is desired/recommended for tracking of assets/equipment.

Recommendation: Motion to ratify the April 2021 – March 2022 listing of surplus sales on GovDeals.

I.C.1

## GovDeals - Sold Asset Report

Rolla, MO

Date range: 01 Apr 2021 - 31 Mar 2022

Inventory ID	Buyer	Sold Amount	Net Results	Auction End Date	Make	Model
424	Abdul Samjoo	\$10,200.00	\$9,435.00	4/29/2021	Chevrolet	Tahoe
404	Jeff Tinsley	\$4,851.00	\$4,487.18	6/2/2021	Amerikart	90 gallon
405	Clayton Miller	\$5,900.00	\$5,457.50	7/7/2021	Amerikart	90 gallon
406	John Sparks	\$10.00	\$5.00	7/29/2021	Firestone	66X43.00-25
431	Mark Lenox	\$4,950.00	\$4,578.75	7/29/2021	Dodge	Charger
447	Ramzey Chiat	\$3,451.00	\$3,192.18	7/29/2021	Ford	Crown Victoria
** Changed account so buyers pay all fees ***						
409	John Badenhoppe	\$2,325.00	\$2,325.00	11/23/2021	Fire Chief Ind.	1100
108	Brock Anderson	\$1,350.00	\$1,350.00	11/23/2021	Kubota	F3060
129	jared sejkora	\$5,450.00	\$5,450.00	11/23/2021	John Deere	997-DSL
130	jared sejkora	\$4,850.00	\$4,850.00	11/23/2021	John Deere	997-DSL
134	adam dobciński	\$4,050.00	\$4,050.00	1/18/2022	Chevrolet	Silverado 2500HD
414	HUMBERTO cisneros	\$2,675.00	\$2,675.00	1/28/2022	Western	
410	Donna Goff	\$11,400.00	\$11,400.00	2/4/2022	Chevrolet	Tahoe
		<b>\$61,462.00</b>	<b>\$59,255.61</b>			



CITY OF ROLLA  
CITY COUNCIL AGENDA

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Final Reading

**SUBJECT:** Jordan Subdivision #2: a Minor Subdivision Final Plat to reorganize three commercial lots into two lots.

(SUB22-02)

**MEETING DATE:** April 18, 2022

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**Application and Notice:**

Applicant/Owner - John Jordan of JC Land Investments, LLC; and Brett Bruner of 3 Springs Holding, LLC  
Public Notice - <https://www.rollacity.org/agenda.shtml>

**Background:**

One of the applicants, JC Land Investments, LLC, sold Lot 3 and part of Lot 2 to the other applicant, 3 Springs Holding, LLC last year. JC Land Investments, LLC retained the remainder of the property. However, the subdivision of Lot 2 and reorganization of the lot lines should have been reviewed and approved by the Planning and Zoning Commission and City Council. Until a subdivision plat is approved and recorded to address the situation, building permits may be withheld for both properties.

The new Lot 1 is developed as a self-storage use. The new Lot 2 is currently vacant.

**Property Details:**

Current zoning - C-2, General Retail  
Current use - Commercial  
Land area - Lot 1: 1.89 acres; Lot 2: 1.14 acres

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Hwy 63/Bishop Ave, a Primary Arterial road; and frontage on Hartville Rd, a local street.  
Sidewalks - Sidewalks are not located along the frontage of the property.  
Utilities - The subject property should have access to all needed utilities.

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

**Discussion:** The proposed plat appears to meet all zoning and subdivision requirements. Approval of the plat would correct the subdivision issue from when Lot 2 was split.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a meeting on March 15, 2022 and voted 5-0 to recommend approval of the request.

**Prepared by:** Tom Coots, City Planner

**Attachments:** Area Map, Plat, Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF JORDAN SUBDIVISION #2.**

**(SUB 22-02)**

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

**SECTION 1:** An ordinance approving the Minor Subdivision Final Plat of Jordan Subdivision #2, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18TH DAY OF APRIL, 2022.**

**APPROVED:**

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\_\_\_\_\_  
Mayor

ATTEST:

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\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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\_\_\_\_\_  
City Counselor

I.D.3





#### Project Information:

Case No: SUB22-02

Location: 1342/1344 S Bishop Ave and 1400  
Hartville Rd

Applicant: JC Land Investments, LLC and  
3 Springs Holding, LLC

Request:

Minor Subdivision to reorganize 3 commercial  
lots into 2 lots



#### For More Information Contact:

Tom Coots, City Planner  
[tcoots@rollacity.org](mailto:tcoots@rollacity.org)

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



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** City Administrator John Butz **ACTION REQUESTED:** Final Reading

**ITEM/SUBJECT:** Ordinance to reconsider approval of the CUP for Collective Solutions (Cell Tower)

**BUDGET APPROPRIATION:** NA

**DATE:** April 18, 2022

\*\*\*\*\*

**COMMENTARY:**

After months of deliberation and a Resolution to deny the CUP in December 2021 the attached ordinance would authorize Collective Solutions to proceed with a Conditional Use Permit (CUP) for the construction of a 95' monolithic pole as an undisguised tower with crow's nest subject to certain conditions. Two of the primary conditions include a rezoning from C-3 heavy commercial to M-1 light manufacturing (located at 1898 Old St. James Rd.) – which has been initiated by the applicant - and the granting of a variance from the Board of Adjustment on setbacks.

City Council voted on April 4 to rescind the December 2021 Resolution of denial and then held the first reading of this ordinance.

Recommendation: Final Reading of the Ordinance to approve the Collective Solutions Cell Tower CUP.

T.E.I

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO APPROVE FINDINGS OF FACT AND CONCLUSIONS OF LAW ON AN APPLICATION FOR A CONDITIONAL USE PERMIT FOR A 95' MONOLITHIC CELL TOWER LOCATED AT 1900 N. OLD SAINT JAMES ROAD AS REQUESTED BY CELLECTIVE SOLUTIONS LLC IN ACCORDANCE WITH CITY CODE SECTION 42-402 AND APPROVE APPLICATION FOR CONDITIONAL USE PERMIT WITH CONDITIONS.

**WHEREAS**, the City of Rolla, Missouri received a request from Collective Solutions LLC on August 10, 2021 for a Conditional Use Permit for a wireless telecommunications tower ("CUP") located at 1900 N. Old St. James Road; and;

**WHEREAS**, the appropriate city staff sent the request for the CUP to the Planning Commission for a public hearing which occurred on September 14, 2021 and October 12, 2021; and

**WHEREAS**, the Planning and Zoning Commission recommended approval to the City Council for the CUP as submitted by Collective Solutions LLC based on the findings required to be made by the Planning and Zoning Commission pursuant to Section 42-402; and

**WHEREAS**, in accordance with Section 42-402(3) specifically states "Evidence shall be under oath and may be submitted with the application or thereafter or presented during the public hearing by the applicant or others," the City Council held a hearing on October 18, 2021 and continued on to November 1, 2021 where sworn witnesses provided testimony. The City also received some communications from citizens. This information was not considered as evidence.

**WHEREAS**, a public hearing was held at the time and place provided by said notice; and

**WHEREAS, on December 20, 2021 after due consideration the City Council voted in an 8 to 3 majority to approve Resolution No. 1998 to not approve the Collective Solutions LLC based on the Findings of Fact; and**

**WHEREAS**, after re-consideration of all the facts, opinions, and evidence offered to the City Council at said hearings and following a thorough review of State and federal laws pertaining to the placement of cellular towers and pending appeals filed by Collective Solutions LLC by those citizens favoring said conditional use permit and by those citizens opposing said permit the Council finds that the proposed Conditional Use Permit would promote public health, safety, morals, and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City subject to conditions; now

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

**Section 1:** The Findings of Fact and Conclusions of Law on an application for a conditional use permit as requested by Collective Solutions LLC to be located at 1900 N. Old St. James Road, attached hereto as Attachment A, be, and hereby are approved and adopted.

**Section 2:** Following the public hearing and consideration of the evidence and sworn testimony the City Council finds that the Findings as established by Section 42-402(4) are met and therefore the CUP is approved with the following conditions.

I. E. 2

- a. The applicant must apply for and be granted a variance from the Board of Adjustment allowing the deviation from the setbacks. ~~and support structure disguise~~. The crow's nest appurtenance and appearance of the support structure is granted.
- b. The applicant must apply for and be granted a change in zoning for the property to the M1 zoning classification to comply with tower height restrictions or be granted a variance by the Board of Adjustment to allow a structure in excess of the maximum height in the current C-3 district.
- c. The access driveway including one parking space shall be paved.
- d. A six-foot-high fence slatted screening must be erected around the structure with landscape plan developed (and installed) that must be approved by the Community Development Department. Such screening and landscaping must be maintained for the duration of the use.
- e. A copy of all required FAA and FCC permits must be submitted for the file.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18th<sup>h</sup> DAY OF APRIL, 2022~~DECEMBER, 2021~~.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

I.E.3



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: City Administrator John Butz ACTION REQUESTED: Motion

ITEM/SUBJECT: Consider Motion Accepting the April 5, 2022 Certified Election Results

BUDGET APPROPRIATION: NA

DATE: April 18<sup>th</sup>, 2022

**COMMENTARY:**

Attached are the election results from the April 5<sup>th</sup>, 2022 election as certified by the Phelps County Verification Board.

Recommendation: A motion accepting the election results pertaining to the recount in Ward 1.

II.A.1

# Pamela K. Grow

## PHELPS COUNTY CLERK

200 North Main, Suite 102  
Rolla, Missouri 65401

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

April 8th, 2022

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

**VERIFICATION BOARD**  
**CERTIFICATION OF ELECTION RESULTS**  
**APRIL 5, 2022 GENERAL MUNICIPAL ELECTION**  
**FOR THE CITY OF ROLLA**

		Regular Votes	Absentee Votes	Total
<b>Mayor</b>				
Louis J. Magidits, IV		867	76	943
<b>Municipal Judge</b>		Regular Votes	Absentee Votes	Total
James T. Crump		912	78	990
<b>City Attorney</b>	<b>Vote for 1</b>	Regular Votes	Absentee Votes	Total
Bradley A. Neckermann		892	77	969
<b>Ward 1 Council</b>	<b>Vote for 1</b>	Regular Votes	Absentee Votes	Total
Terry Higgins		66	3	69
Joshua Vroman		64	4	68
<b>Ward 2 Council</b>	<b>Vote for 1</b>	Regular Votes	Absentee Votes	Total
Zachary Armfield		34	9	43
Nathan Chirban		125	15	140
<b>Ward 3 Council</b>	<b>Vote for 1</b>	Regular Votes	Absentee Votes	Total
Lister B. Florence Jr.		151	3	154

# Pamela K. Grow

## PHELPS COUNTY CLERK

200 North Main, Suite 102  
Rolla, Missouri 65401

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

Ward 4 Council	Vote for 1	Regular Votes	Absentee Votes	Total
Jaired B. Hall		243	14	257
Jody Eberly		205	22	227
Ward 5 Council	Vote for 1	Regular Votes	Absentee Votes	Total
Carrolyn J. Bolin		78	11	89
Ward 6 Council	Vote for 1	Regular Votes	Absentee Votes	Total
Robert Miller		14	1	15
Tina M. Balch		48	3	51

\*No write-in tally; no candidates having filed as qualified write-ins, see RSMo 115.453 (4)

Elizabeth Pross  
Elizabeth Pross  
Democratic Verification Judge

Wilbur Galen Johnson  
Wilbur Galen Johnson  
Republican Verification Judge

Pamela K. Grow  
Pamela K. Grow, Phelps County Clerk





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Public Hearing and First Reading

**SUBJECT:** Bradley Addition: a Minor Subdivision Final Plat to combine several lots into three lots; vacate portions of the rights-of-way of Spring Ave, 13<sup>th</sup> Street, and an alley between Spring Ave, 13<sup>th</sup> St, 14<sup>th</sup> St, and Poole Ave; and dedicate the right-of-way for Tim Bradley Way.

(SUB22-03)

**MEETING DATE:** April 18, 2022

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**Application and Notice:**

Applicant/Owner - City of Rolla and Missouri S&T

Public Notice - <https://www.rollacity.org/agenda.shtml>

**Background:** The City of Rolla, Move Rolla Transportation Development District, and Missouri S&T have partnered to construct a new road to replace University Drive as the entry to the university area from I-44. The new road is currently under construction. The Planning and Zoning Commission did review the planned route.

The plat will reorganize the entire area. The properties were acquired for the road project or by the university. The plat will dedicate needed easements to support the project. Additional vacation of rights-of-way and closures of roads in the area are likely to occur in the future.

The plat also formally names the new roadway 'Tim Bradley Way.' Tim Bradley is a major donor for the project for the university. This action is the first approval involving that name change. University Drive will cease to exist at the conclusion of the project, both in name and physically, as the former road location is planned to be vacated and turned over to the university.

**Property Details:**

Current zoning - R-1, Single-family; R-2, Two-family; C-2, General Retail; and GI, Government and Institutional

Current use - Vacant/University

Land area - Lot 1 (0.77 acres); Lot 2 (3.51 acres); Lot 3 (2.19 acres)

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Bishop Ave (Hwy 63), a Primary Arterial road; the new Tim Bradley Way is to be a Major Arterial road; 12<sup>th</sup> St, 13<sup>th</sup> St, Poole Ave, and Spring Ave are all local streets.

Sidewalks - Sidewalks are located or proposed to be constructed along the frontage of all road frontages.

Utilities - The subject property should have access to all needed utilities, however, some relocations or construction could be needed depending on how the lots are developed.

IV.A.1

**Comprehensive Plan:** The Comprehensive Plan designates the subject property as being appropriate for low/medium density residential and community commercial uses. The plan did not contemplate the relocation of University Drive or the university expansions into the area.

**Discussion:** The proposed plat appears to meet all zoning and subdivision requirements. The vacated streets are no longer needed, and have already been removed. All needed easements have been reserved.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a meeting on April 12, 2022 and voted 5-0 to recommend approval of the request.

**Prepared by:** Tom Coots, City Planner

**Attachments:** Public Notice, Plat, Ordinance

IV.A.2



## PUBLIC NOTICE



### Project Information:

Case No: SUB22-03  
Location: Various Properties  
Applicant: Curators of University of Missouri and City of Rolla

Request:  
Vacation of portions of ROW of Spring Ave, 13<sup>th</sup> Street, alleys, and easements

### Public Hearings:

Planning Commission  
**April 12, 2022**  
**5:30 PM**  
City Hall: 1<sup>st</sup> Floor

City Council  
**April 18, 2022**  
**6:30 PM**  
City Hall: 1<sup>st</sup> Floor

### For More Information Contact:

**Tom Coots, City Planner**  
[tcoots@rollacity.org](mailto:tcoots@rollacity.org)

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

IV.A.3

# FREQUENTLY ASKED QUESTIONS



## What is a Vacation?

A vacation is an application to vacate (or remove) all or a portion of a right-of-way adjacent to a property or an easement on a property. The right-of-way or easement must be found to no longer serve any current or future purpose.

## What is a Right-of-Way?

In the context of a vacation application, a right-of-way refers to the area which has been dedicated to the City – usually for a public street. An easement is a portion of land that has granted the City the right to use a private property for some public purpose – usually for utilities, drainage, or access.

## How Will This Impact My Property?

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

## What If I Have Concerns About the Proposal?

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

## What If I Cannot Attend the Meeting?

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

## What If I Have More Questions?

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

## LEGAL DESCRIPTION

Portions of the right-of-way of Spring Avenue between 12<sup>th</sup> Street and 13<sup>th</sup> Street; and portions of the right-of-way of 13<sup>th</sup> Street between Poole Avenue and 13<sup>th</sup> Street; and portions of the right-of-way of an alley between 13<sup>th</sup> Street, University Drive, Poole Avenue, and Spring Ave; and certain easements between 12<sup>th</sup> Street, Poole Avenue, University Drive, and Bishop Avenue.



IV.A.4  
**PUBLIC NOTICE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF  
BRADLEY ADDITION AND VACATING A PORTION OF SPRING AVENUE, 13<sup>TH</sup>  
STREET, AND AN ALLEY.**

**(SUB 22-03)**

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

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

**SECTION 2:** The location and legal description of the streets and alley to be vacated are shown on the attached exhibit and described on the plat.

**SECTION 3:** Said vacation will not take effect until the subject subdivision plat which addresses all needed utility easements is recorded.

**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 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 2<sup>ND</sup> DAY OF MAY, 2022.**

APPROVED:

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Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

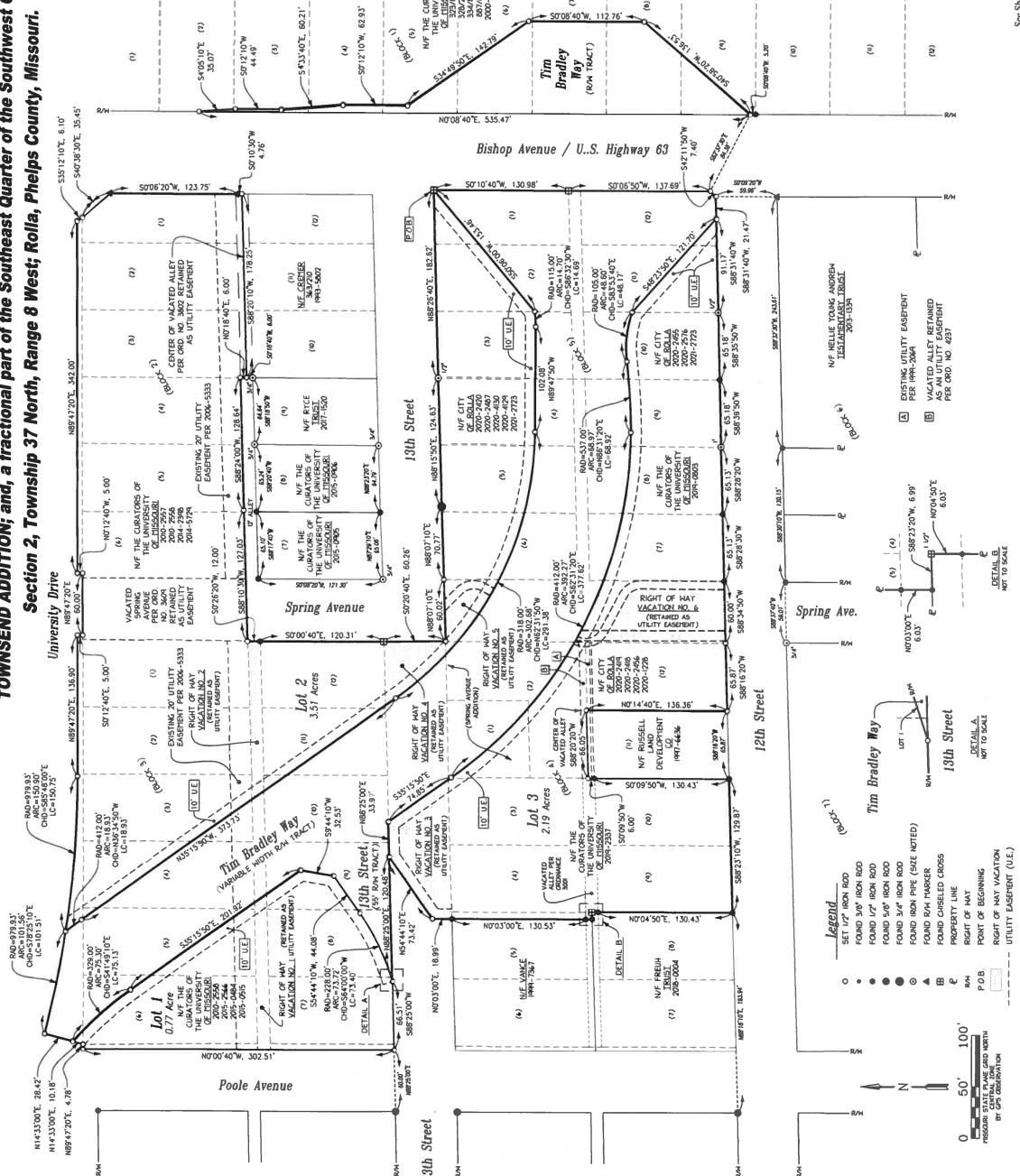
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City Counselor

IV.A.5

# BRADLEY ADDITION

**A Major Subdivision, being a resubdivision of all of SPRING AVENUE ADDITION; and, all of Block 3 and all of Block 5 of TOWNSEND ADDITION; and, a fractional part of Blocks 1, 2 and 4 of TOWNSEND ADDITION; and, a fractional part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 37 North, Range 8 West; Rolla, Phelps County, Missouri.**



See Sheet 2 for Variations, Descriptions & Approvals

See Sheet 3 for Dedication Details

Sheet 1 of 3

1 The record documents were prepared by the surveyor. No alteration, correction and/or other record documentation was provided by surveyor.

2 There may be encumbrances and improvements located on these tracts which are not shown on this plat. As date of record, surveyor has no knowledge of such encumbrances or improvements.

3 Surveyor did not make a check of the record documents.

4 Date of Survey: March and April, 2021.

5 The record documents were prepared by the surveyor. No alteration, correction and/or other record documentation was provided by surveyor.

6 Surveyor's observations are retained. For record dimensions, see documents.

7 Copy of record documents, notes, maps, and/or other record documentation was provided by surveyor.

8 There may be encumbrances and improvements located on these tracts which are not shown on this plat. As date of record, surveyor has no knowledge of such encumbrances or improvements.

9 Right-of-Way Tracts to shown herein are the bands to be dedicated as public right-of-way.

10 The Right-of-Way tracts described herein are to be retained by the City of Rolla as utility easements.

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
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61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

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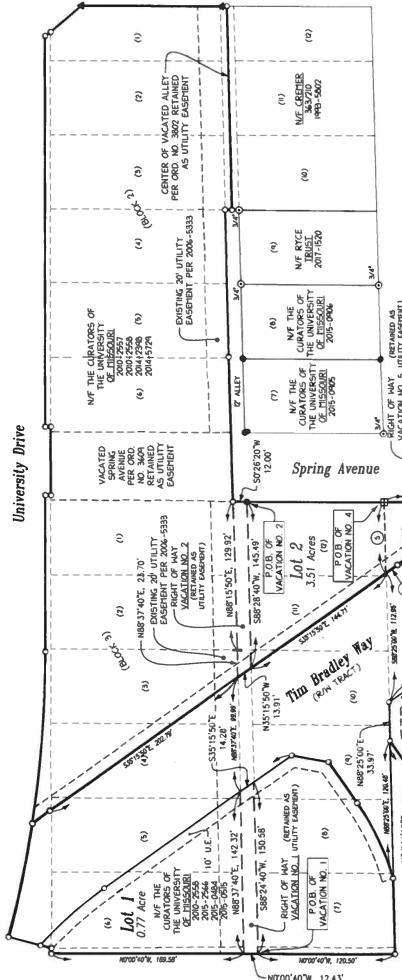
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# BRADLEY ADDITION

A Major Subdivision, being a subdivision of all of SPRING AVENUE ADDITION; and, all of Block 3 and all of Block 5 of TOWNSEND ADDITION; and, a fractional part of Blocks 1, 2 and 4 of TOWNSEND ADDITION; and, a fractional part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 37 North, Range 8 West; Rolla, Phelps County, Missouri.

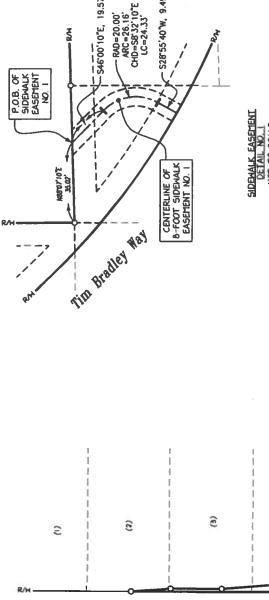
University Drive



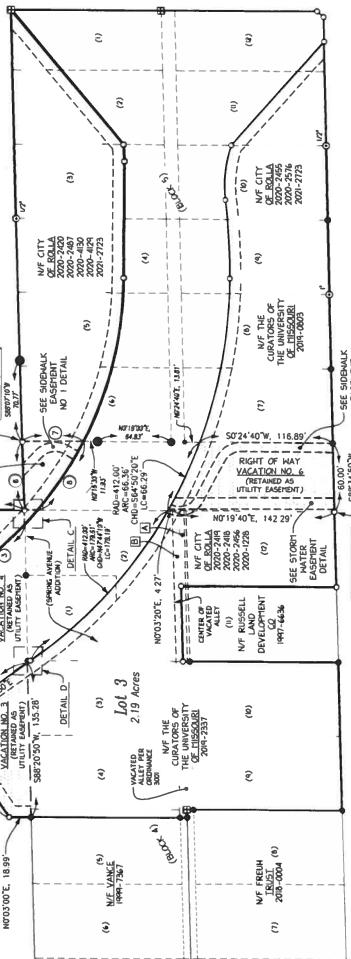
Pool Avenue  
13th Street  
12th Street

Legend (continued)  
○ FOUND 3/4" IRON ROD  
● FOUND 1/2" IRON ROD  
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○ FOUND 3/4" IRON ROD  
○ FOUND RAY MARKER  
○ FOUND RAY CROSSL  
PROPERTY LINE  
R.W.  
P.O.B.  
— RIGHT OF WAY  
— PROPOSED UTILITY EASEMENT (U.E.)  
Former Lot No.

0 50' 100'  
MISSOURI STATE PLANE GRID NORTH  
BY GRS 1983 CONVENTION

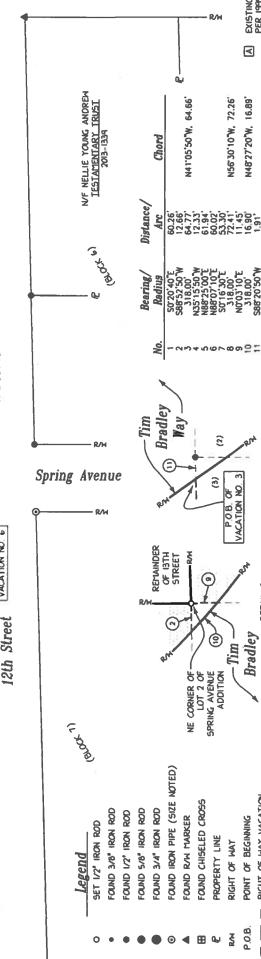


Bishop Avenue / U.S. Highway 63



Legend (continued)  
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○ FOUND 5/8" IRON ROD  
○ FOUND 3/4" IRON ROD  
○ FOUND RAY MARKER  
○ FOUND RAY CROSSL  
PROPERTY LINE  
R.W.  
P.O.B.  
— RIGHT OF WAY  
— PROPOSED UTILITY EASEMENT (U.E.)  
Former Lot No.

0 50' 100'  
MISSOURI STATE PLANE GRID NORTH  
BY GRS 1983 CONVENTION



Legend (continued)  
○ FOUND 3/4" IRON ROD  
● FOUND 1/2" IRON ROD  
○ FOUND 5/8" IRON ROD  
○ FOUND 3/4" IRON ROD  
○ FOUND RAY MARKER  
○ FOUND RAY CROSSL  
PROPERTY LINE  
R.W.  
P.O.B.  
— RIGHT OF WAY  
— PROPOSED UTILITY EASEMENT (U.E.)  
Former Lot No.

0 50' 100'  
MISSOURI STATE PLANE GRID NORTH  
BY GRS 1983 CONVENTION

Sheet 2 of 3



Sheet 2 of 3

&lt;p



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** Steve Hargis

**ACTION REQUESTED:** Motion

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

**BUDGET APPROPRIATION:** N/A

**DATE:** 4/18/22

\*\*\*\*\*

**COMMENTARY:**

We have a request to close 10th St. from Cedar to Holloway from 7:30 p.m. to 9:30 p.m. on Friday, May 13th for the Rolla High School Outdoor Graduation. This was done at the last graduation without incident. The graduation ceremony will take place outside on the football field. The noise from passing vehicles on 10<sup>th</sup> makes it difficult for those attending to hear the graduation speakers. In case of rain the graduation will be moved to Sunday May 15<sup>th</sup> at 2:00p.m. to 5:00 p.m.

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

VI.A.1





CITY OF ROLLA  
CITY COUNCIL AGENDA

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** First and Final Reading

**SUBJECT:** Replat of Lots 2 and 3 Happy Jack's: a Minor Subdivision Final Plat to reorganize two residential lots.

(SUB22-04)

**MEETING DATE:** April 18, 2022

---

**Application and Notice:**

Applicant/Owner - Don Madison

Public Notice - <https://www.rollacity.org/agenda.shtml>

**Background:** Happy Jacks subdivision was approved in 2015 to add a portion of an unplatte lot to a lot in the Oak Knoll subdivision. The applicant has submitted this subdivision to essentially undo that change, so the lot lines will revert to how the lots were arranged before the Happy Jack's subdivision.

**Property Details:**

Current zoning - R-1, Single-family

Current use - Residential

Land area - Lot 1: 0.77 acres; Lot 2: 1.59 acres

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Rolla Street, a Major Arterial road; and frontage on Lariat Lane, a local street.

Sidewalks - Sidewalks are located along Rolla Street, but not on Lariat Ln.

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

**Comprehensive Plan:** The Comprehensive Plan designates the subject property as being appropriate for Low Density residential uses.

**Discussion:** The proposed plat appears to meet all zoning and subdivision requirements. Approval of the plat would essentially revert the lots to their former layout. Lot 3B is a flag lot, but is existing and does meet the requirements for a flag lot.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a meeting on April 12, 2022 and voted 5-0 to recommend approval of the request.

**Prepared by:** Tom Coots, City Planner

**Attachments:** Area Map, Plat, Request for Final Reading, Ordinance

V1.B.1



#### Project Information:

Case No: SUB22-04  
Location: 400 Lariat Ln and 913 S Rolla St  
Applicant: Don and Lina Madison  
Request:  
Minor Subdivision to reorganize two residential lots



#### For More Information Contact:

Tom Coots, City Planner  
[tcoots@rollacity.org](mailto:tcoots@rollacity.org)  
(573) 426-6974  
901 North Elm Street  
City Hall: 2<sup>nd</sup> Floor  
8:00 – 5:00 P.M.  
Monday - Friday

V1.B.2

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF  
REPLAT OF LOTS 2 AND 3, HAPPY JACK'S.**

**(SUB 22-04)**

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

**SECTION 1:** An ordinance approving the Minor Subdivision Final Plat of Replat of Lots 2 and 3, Happy Jack's, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND  
APPROVED BY THE MAYOR THIS 18<sup>th</sup> DAY OF APRIL, 2022.**

**APPROVED:**

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\_\_\_\_\_  
**Mayor**

**ATTEST:**

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\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM:**

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\_\_\_\_\_  
**City Counselor**

**V1. B.3**



Tom Coots, AICP  
City Planner  
Rolla, Missouri

April 5, 2022

Mr. Coots,

I would like to request that the Rolla City Council take action on my request for an alignment change for three lots that I own in a single reading instead of the normal two readings.

This is the history for the three lots. In 1988, I bought Lot 17 of the property being developed by Roget Brookshire (Oak Knoll) and Roger built the house on this lot that I have lived in since then (400 Lariat Lane).

On July 1, 2015, I bought Lot 3 of Happy Jack's subdivision owned by Jack Frost. This lot was directly behind my house on Lariat Lane. Since this was a landlocked piece of property behind Oak Knoll Lot 17, Happy Jack's Lot 3 was connected to Oak Knoll Lot 17 to provide access to Lariat Lane.

On October 29, 2015, I bought Lot 2 of Happy Jack's subdivision which adjoins Lot 3 and has access to Rolla Street.

My request is to disconnect Lot 3 of Happy Jack's subdivision from my Oak Knoll property and connect it to Lot 2 of Happy Jack's subdivision. This will provide access of Lot 3 to Rolla street through Lot 2 instead of access to Lariat Lane through the property my house sits on.

The reason for this request stems from the fact that my daughter wants to sell her house in Florida and build a new house on Lot 3. Lot 2 will become the front yard for her new house in addition to providing a driveway to Rolla street.

The natural question concerns why this request should be expedited. I was diagnosed with pancreatic cancer last year and have been in treatment since. The statistics for this type of cancer indicate that the expected lifetime for 70% of the cases is 3 to 3.5 years. My daughter wants to move here so that she can take care of me and she would like to be able to do this as soon as possible. The house plans have been finalized and a builder has been selected. The construction loan is on hold pending action of the Rolla City Council.

Thank you for your consideration.

Don Madison



400 Lariat Lane  
Rolla, MO 65401

v1.B.5



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** Darin Pryor

**ACTION REQUESTED:** Bid Award/Ordinance

Motion/1st Reading

**ITEM/SUBJECT:** Project #544 – FY 2022 Phase I Asphalt Improvements

**BUDGET APPROPRIATION:** \$260,000  
(Phase I - \$260K, Phase II - \$310K, Phase III - \$305K)

**DATE:** 04/18/22

**COMMENTARY:**

City staff received bids for the FY 2022 Phase I Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$256,239.83
N.B. West Contracting 1035 N. Service Rd. Sullivan, MO 63080	\$328,622.48
Melrose Quarry & Asphalt Supply, LLC PO Box 187 Rolla, MO 65402	\$312,622.48
Jefferson Asphalt Company 117 Commerce Drive Jefferson City, MO 65109	\$323,230.00

This phase overlays several sections of roads listed in the chart below.

<b>2022 ASPHALT OVERLAYS (PROJECT 544)</b>						
LOCATION	FROM	TO		MILLING SY	Tack	TONS
Elm Street	12 <sup>th</sup> Street	63-HWY		8,605	799	968
14 <sup>th</sup>	Pine Street	Oak Street		3,497	281	256
Public Works Yard	McCutchen	Public Works Building		2566	220	738
Public Works Yard	Parking Lot	Public Works Building		N/A	N/A	825

Staff is requesting a motion for bid award and the first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt LLC for \$256,239.83.

ITEM NO. VII-A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18TH DAY OF APRIL 2022.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY COUNSELOR

VII.A.2

## EXHIBIT A

### **CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Pierce Asphalt LLC \_\_\_\_\_ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2022 Phase I Asphalt Improvements, PROJECT 544**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

**ARTICLE I.** That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2022 Phase I Asphalt Improvements, PROJECT 544**.

## EXHIBIT A

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

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

**ARTICLE III. Occupational Safety and Health Administration (OSHA)**

**Safety Training:**

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

## EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$256,239.83 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

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

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

v11.A.5

## EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY \_\_\_\_\_  
Mayor, Owner, Party of the First Part

BY \_\_\_\_\_

Printed Name

Printed Name/Title

STATE OF MISSOURI      )  
SS                          )  
County of Phelps        )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI      )  
SS                          )  
County of Phelps        )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

vii . A. 6

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** Darin Pryor

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

**ITEM/SUBJECT:** Project #545 – FY 2022 Phase I Asphalt Improvements

**BUDGET APPROPRIATION:** \$875,000      **DATE:** 04/18/22  
(Phase I - \$260K, Phase II - \$310K, Phase III - \$305K)

**COMMENTARY:**

City staff received bids for the FY 2022 Phase II Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$342,215.91
N.B. West Contracting 1035 N. Service Rd. Sullivan, MO 63080	\$427,429.70
Melrose Quarry & Asphalt Supply, LLC PO Box 187 Rolla, MO 65402	\$450,460.21
Jefferson Asphalt Company 117 Commerce Drive Jefferson City, MO 65109	\$408,710.30

This phase overlays several sections of roads listed in the chart below.

<b>2022 ASPHALT OVERLAYS (PROJECT 545)</b>							
LOCATION	FROM	TO	DEPTH	SQ FT	MILLING SY	Tack	TONS
Soest	Pinetree	Salem	2" BP-1	116,800	14,276	1142	1650
Sycamore	O-HWY	Turkey Run	1" BP-2	137,400	16,794	1222	946
McCutchen	Old STJ	900' N. of Round-about	1" BP-2	51,725	6,322	506	358
18 <sup>th</sup> Street	63-HWY	Sharp	2" BP-1	33,288	4069	326	459

Staff is requesting a motion for bid award and the first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt LLC for \$342,215.91.

ITEM NO. VII, B. 1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT LLC.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18TH DAY OF APRIL 2022.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY COUNSELOR

v11.3.2

## EXHIBIT A

### CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and  
Pierce Asphalt LLC \_\_\_\_\_ Party of the second Part and  
hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2022 Phase II Asphalt Improvements, PROJECT 545**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2022 Phase II Asphalt Improvements, PROJECT 545**.

## EXHIBIT A

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

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

**ARTICLE III. Occupational Safety and Health Administration (OSHA)**

**Safety Training:**

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

## EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$342,215.91 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

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

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

VII.B.5

## EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY \_\_\_\_\_

Mayor, Owner, Party of the First Part

BY \_\_\_\_\_

Printed Name

Printed Name/Title

STATE OF MISSOURI      )  
SS                          )  
County of Phelps        )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF MISSOURI      )  
SS                          )  
County of Phelps        )

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

VII. B. 6

## MONTY JORDAN

411 East 12th St.  
Rolla, Missouri 65401

Born and raised in Rolla MO.  
Lifelong resident of the City  
Employed at MC22 has a high school sports broadcaster  
8 Terms on Rolla City Council  
6 years served on Planning and Zoning Commission

IX.A.1.



Kristi Fleischhauer  
[Kristi.fleischhauer@mypcb.com](mailto:Kristi.fleischhauer@mypcb.com)  
765-491-9474

Kristi Fleischhauer has been a Rolla resident for the past 12 years. She is the Lead System Operator and AAP (Accredited ACH Professional) at Phelps County Bank and has been with the bank for 11 years. Kristi and her husband, Mike, have a 7-year-old son. Outside of work, Kristi enjoys spending time with her family, reading, and enjoying her vegetable garden.

IX.C.1.



# *Arbor Day Proclamation*

**WHEREAS:** The City of Rolla, Missouri was proudly recognized as a "Tree City" in July 2019. One of the requirements of "Tree City, USA" is to annually recognize "Arbor Day" in the City; and

**WHEREAS:** In 1872, through the efforts of J. Sterling Morton, Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS:** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS:** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS:** Trees, wherever they are planted, are a source of joy and spiritual renewal; and

**WHEREAS:** The City offers various programs to promote the planting of location-appropriate trees including "Re-Forest Rolla", "Riparian Re-forestation" and the ACORN Memorial Tree Planting Program; and

**WHEREAS:** In partnership with Tree City USA and MO Department of Conservation the City received a TRIM grant in 2020 to conduct a "Standard Inventory Analysis and Management Plan". The Report focused on the health and value of more than 3,800 trees on public property in the City of Rolla that add substantially to the quality of life in Rolla.

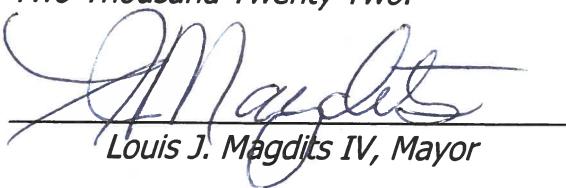
**NOW, THEREFORE,** I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Friday, April 29, 2022:

## **"ARBOR DAY"**

*In the City of Rolla, Missouri. I urge all citizens to celebrate Arbor Day to support efforts to protect our trees and woodlands and to plant trees to promote the well-being of future generations.*



**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 18<sup>th</sup> Day of April In the Year of Our Lord, Two-Thousand Twenty Two.



Louis J. Magdits IV, Mayor

# Proclamation

**WHEREAS**, the City of Rolla, Missouri joins the Missouri Municipal League and over 660 cities and municipalities across the state in proclaiming and recognizing *Local Government Week*, May 1-7, 2022; and

**WHEREAS**, local government is the backbone of our democracy and the bedrock of our political system; and a testimony to liberty, freedom and the right to elected self-government; and

**WHEREAS**, citizens of Missouri rely upon local governments to deliver essential community services such as safe and affordable water, sewer and electric, well maintained streets and sidewalks, efficient trash and recycling pick-up services; parks and recreation programs; police and fire protection, and effective planning, zoning and economic development; and

**WHEREAS**, "local government" also includes the Rolla City Council, the Phelps County Commission, the Rolla School Board, the Phelps County Regional Medical Center, the Emergency Services Board, the Rolla Rural Fire Department and scores of citizen volunteers serving on boards and commissions; and

**WHEREAS**, through education and awareness, the importance of local government can be celebrated and shared with all citizens, state and federal officials and the news media. Recognition of local governments' services and many accomplishments will give Rolla residents a better understanding of how essential local services are provided.

**Now Therefore, I, Louis J. Magdits, IV Mayor of Rolla, Missouri do hereby proclaim **May 1-7, 2022** as**

## "LOCAL GOVERNMENT WEEK"

in Rolla, Missouri. And I call this observance to the attention of all Rolla residents and the Rolla community.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 18th Day of April, In the Year of Our Lord, Two-Thousand and Twenty Two.



Louis J. Magdits, IV Mayor  
City of Rolla