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/UCffrbYSQqtuhOAVkCCyieA

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 5th, 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 Carolyn Bolin
   vi. Ward 6 Councilwoman Tina Balch
   vii. Mayor Louis J. Magdits IV
   viii. Municipal Judge James T. Crump
   ix. City Prosecutor Bradley Neckermann

April 18th, 2022
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, 13th St, and an alley between Spring Ave, 13th St, 14th 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 10th Street for the Rolla High School Graduation. (Public Works Director Steve Hargis) **Motion**

   B. **Ordinance** allowing a minor subdivision final plat 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 1st (Expires May 2026)

   B. Appointment by Council of Mayor Pro-Tern 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 29th, 2022

   E. Proclamation for Local Government Week, May 1-7th, 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**

April 18th, 2022
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.
CITY OF ROLLA, MISSOURI

REQUIRED COMMUNICATIONS AND MANAGEMENT LETTER

For the Year Ended September 30, 2021
City of Rolla, Missouri

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

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

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 oversees 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 (SplashZone), 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.

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.
<table>
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<th>Prior Year Comment Description</th>
<th>Significance</th>
<th>Current Year Status</th>
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<tr>
<td>Financial Reporting</td>
<td>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.</td>
<td>Comment repeated</td>
</tr>
<tr>
<td>Key Employees and Cross Training</td>
<td>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.</td>
<td>We recommend that management continue to evaluate such risks.</td>
</tr>
<tr>
<td>Future Accounting Pronouncements</td>
<td>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.</td>
<td>The City implemented all applicable standards that became effective during fiscal year 2021. See the current comments section for additional upcoming accounting standards.</td>
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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.

Kansas City, Missouri
April 13, 2022

Coopers & Lybrand Co., P.C.
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

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

COMMENTARY:

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

Donald Maggi Inc. $402,959.24
PO Box 66
Rolla, MO 65402

BuildTec Construction $521,970.00
PO Box 355
St. James, MO 65559

B&P Patterson LLC $656,257.20
PO Box 307
Linn, MO 65051

This project will provide new curbs, drives, and sidewalks along Elm Street from Route 63 to 12th Street. The section of Elm Street from 14th to 12th Street will be widened to allow for two-way traffic. This project also includes new curb, drives, and a shared use path along 14th 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. 13
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:

_____________________________
MAYOR

ATTEST:

_____________________________
CITY CLERK

APPROVED AS TO FORM:

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

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

Printed Name

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

Notary Public

CONTRACTOR

BY ____________________________

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 (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
GENERAL NOTE:
ALL WORK SHALL BE DONE IN ADHERENCE TO THE ROLLA STANDARDS AND SPECIFICATIONS.

CONTRACTOR SHALL PERFORM ALL WORK ASSOCIATED WITH THE PROJECT (EXCEPT THOSE NOTED AS "BY OTHER") IN CONFORMITY WITH THE SPECIFICATIONS AND ALL APPLICABLE UTILITY COMPANIES.

ALL CONSTRUCTION DRAWINGS SHALL BE COMPLIED BY CITY PROJECT COORDINATORS UNLESS OTHERWISE SPECIFIED. ALL DRAWINGS OF PROJECT WORK TO BE PERFORMED BY CONTRACTOR SHALL BE SUBMITTED TO CITY PROJECT COORDINATOR AS SOON AS THE WORK IS COMPLETED. CONSTRUCTION DRAWINGS SHALL BE IN COMPLIANCE WITH THE CITY STANDARDS AND ALL APPLICABLE UTILITY COMPANY DRAWINGS.

GENERAL NOTE:
CONTRACTOR SHALL CONTACT PROPERTY OWNER PRIOR TO CONSTRUCTION OF NEW DRIVEWAYS TO AVOID CONFLICTING WITH EXISTING UTILITY LINES AND EQUIPMENT.

Utilities are shown for reference only. It shall be the contractor's responsibility to contact all utility companies prior to construction for a field survey to verify the depth and position of the respective utility.

Street lane restrictions and/or closures shall be coordinated with the CITY OF ROLLA STREET DEPARTMENT.

ALL EXCAVATIONS MUST BE CLOSED AT THE END OF EACH DAY OR MUST BE COVERED TO PREVENT INJURY TO PERSONS AND PROPERTY.

The width and location of all disturbed areas shall be as shown.

SEEDING AND MULching OF ALL DISTURBED AREAS SHALL BE BY CONTRACTOR.

ALL DIRT REMOVED, SHALL BE MOVED TO OTHER LAYERS, CLEANED, AND DISPOSED OF PROPERLY.

RESTORATION OF EXISTING GRAVEL, DRIVEWAYS AND DRIVEWAYS TO PRE-CONSTRUCTION CONDITIONS AND GRADE SHALL BE BY CONTRACTOR.

INSTRUCTIONS FOR INSTALLATION OF CURB, GUTTER, APPEARS AND STREET SHALL BE PROVIDED BY CONTRACTOR, LAYOUT, FORMS AND EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF THE ITEM TOOK SHALL BE PROVIDED BY THE CITY OF ROLLA.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER VALVES AND MANHOLE LIDS TO PREVENT PERSONAL INJURY OR PROPERTY DAMAGE BY VEHICLES.

ALL WORK DONE IN PUBLIC RIGHT-OF-WAY SHALL BE COORDINATED THROUGH THE CITY OF ROLLA STREET DEPARTMENT.

Traffic Control:
Issue control shall be by CITY OF ROLLA STREET DEPARTMENT.

PERMIT INSPECTOR - KIM HILBURN 573-368-2575
SIGNAL MAINTENANCE SHED - STEVE HELTON 573-364-2218
ASK MODOT 1-888-275-6636
CENTRAL DISTRICT-JEFFERSON CITY 573-751-3322

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1 KEY SHEET
2 PLAN & PROFILE (14th St) - STA 0+00 TO STA 5+00
3 PLAN & PROFILE (14th St) - STA 5+00 TO STA 10+00
4 PLAN & PROFILE (14th St) - STA 10+00 TO STA 15+00
5 PLAN & PROFILE (14th St) - STA 15+00 TO STA 20+00
6 PLAN & PROFILE (14th St) - STA 20+00 TO STA 24+85.97
7 PLAN & PROFILE (14th St) - STA 0+00 TO STA 5+00
8 PLAN & PROFILE (14th St) - STA 5+00 TO STA 10+00
9 PLAN & PROFILE (14th St) - STA 10+00 TO STA 15+00
10 STORM SEWER - STA 0+00 TO STA 5+00
11 STORM SEWER - STA 5+00 TO STA 10+00
12 STORM SEWER - STA 10+00 TO STA 15+00
13 STORM SEWER - STA 15+00 TO STA 20+00
14 STORM SEWER - STA 20+00 TO STA 24+85.97
15-43 CROSS SECTIONS
44-46 STANDARD DETAILS

LEGEND
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING UTILITY POLE WITH GUY LINE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM INLET
- PROPOSED STORM INLET
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING STREET LIGHT
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING CHAIN LINK FENCE
- EXISTING WOOD FENCE
- RIGHT-OF-WAY/PROPERTY LINE
- PROPOSED TRUNCATED DOMES
- EXISTING TREE

UTILITIES
- STREET/SIDEWALK : CITY OF ROLLA PUBLIC WORKS DEPARTMENT 573-36-8659
- WATER/ELECTRIC : ROLLA MUNICIPAL UTILITIES 573-36-1572
- NATURAL GAS : AMERICAN MISSOURI EMERGENCY 1-800-552-7583
- TELEPHONE : CENTURYLINK 573-341-0405
- CABLEVISION INC. 573-426-6111

MODOT
- MISSOURI DEPT OF TRANSPORTATION 1-573-288-2073
- SIGNAL MAINTENANCE SHED - STEVE HELTON 573-286-2218
- ASK MODOT 1-888-275-6636
- CENTRAL DISTRICT-JEFFERSON CITY 573-751-2322
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 18th, 2022

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.
<table>
<thead>
<tr>
<th>Inventory ID</th>
<th>Buyer</th>
<th>Sold Amount</th>
<th>Net Results</th>
<th>Auction End Date</th>
<th>Make</th>
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<tr>
<td>424</td>
<td>Abdul Samjoo</td>
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<td>Crown Victoria</td>
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<td><strong>changed account so buyers pay all fees</strong></td>
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<td>$5,450.00</td>
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</table>

**Total:** $61,462.00 | $59,255.61
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.

MEETING DATE: April 18, 2022

Application and Notice:
Applicant/Owner - John Jordan of JC Land Investments, LLC; and Brett Bruner of 3 Springs Holding, LLC

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.


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
Final Plat of
JORDAN SUBDIVISION NO. 2
Being a Resubdivision of JORDAN SUBDIVISION;
Rolla, Phelps County, Missouri

SPECIAL PLAT RESTRICTED AND DEED RESTRICTION FOR USE WITH licensed Map Publishers

The undersigned owners of the lots of said JORDAN SUBDIVISION, Phelps County, Missouri, have hereby agreed that the provisions of this plat shall be observed by the county commissioners of Phelps County, Missouri, and all persons acquiring said lots and their successors in interest, and the failure of the county commissioners of Phelps County, Missouri, to cause said plat to be recorded in the clerk's office of said county, shall not be deemed as a waiver of the provisions hereof. The county commissioners are hereby authorized to cause said plat to be recorded in the clerk's office of said county.

PREPARATION
Applicant subject to continuation of improvements in accordance with development plan by the City of Rolla. The plan reflects current regulations of the City of Rolla.

PLAN EXHIBITS
- Rolla Police
- Phelps County Road

PLANNING & ZONING
- Planning & Zoning Commission

ACCOMPLISHMENT OF APPROVAL BY CITY COUNCIL
This is to acknowledge that the City Council of the City of Rolla, Missouri, has approved the plat for the purpose of granting the City of Rolla, Missouri, the power to assess the property for taxes.

COUNTY & CITY TAXES
Lot No. 1
- Phelps County
- City of Rolla

RESUBMISSION REQUIREMENT
The plat and any changes thereto shall be submitted to the City of Rolla, Missouri, for examination and acceptance. The plat and any changes thereto shall be recorded in the office of the City of Rolla, Missouri.

NOTES
- The plat is subject to the plat and any changes thereto shall be submitted to the City of Rolla, Missouri, for examination and acceptance. The plat and any changes thereto shall be recorded in the office of the City of Rolla, Missouri.
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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
(573) 426-6974
901 North Elm Street
City Hall; 2nd Floor
8:00 – 5:00 P.M.
Monday - Friday

COMPUTUNITY DEVELOPMENT DEPARTMENT
(573) 364-5333 | comdev@rollacity.org | www.rollacity.org/comdev
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.
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 Cellective 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 Cellective 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 Cellective 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 hearing and following a thorough review of State and federal laws pertaining to the placement of cellular towers and pending appeals filed by Cellective 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 ORDEIGNED 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 Cellective 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.
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.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
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 18th, 2022

COMMENTARY:

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

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

Mayor
Louis J. Magidits, IV
Regular Votes: 867
Absentee Votes: 76
Total: 943

Municipal Judge
James T. Crump
Regular Votes: 912
Absentee Votes: 78
Total: 990

City Attorney
Vote for 1
Bradley A. Neckermann
Regular Votes: 892
Absentee Votes: 77
Total: 969

Ward 1 Council
Vote for 1
Terry Higgins
Regular Votes: 66
Absentee Votes: 3
Total: 59

Joshua Vroman
Regular Votes: 64
Absentee Votes: 4
Total: 68

Ward 2 Council
Vote for 1
Zachary Armfield
Regular Votes: 34
Absentee Votes: 9
Total: 43

Nathan Chirban
Regular Votes: 125
Absentee Votes: 15
Total: 140

Ward 3 Council
Vote for 1
Lister B. Florence Jr.
Regular Votes: 151
Absentee Votes: 3
Total: 154

CITY OF ROLLA, CERTIFICATION, APRIL 5, 2022 ELECTION
### Ward 4 Council

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<tr>
<td>Jody Eberly</td>
<td>205</td>
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### Ward 5 Council

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### Ward 6 Council

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<td>Tina M. Balch</td>
<td>48</td>
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<td>51</td>
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</tbody>
</table>

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

Elizabeth Pross  
Democratic Verification Judge

Wilbur Galen Johnson  
Republican Verification Judge
Bradley Addition: a Minor Subdivision Final Plat to combine several lots into three lots; vacate portions of the rights-of-way of Spring Ave, 13th Street, and an alley between Spring Ave, 13th St, 14th St, and Poole Ave; and dedicate the right-of-way for Tim Bradley Way.

(Application and Notice: Applicant/Owner - City of Rolla and Missouri S&T

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; 12th St, 13th 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.
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
PUBLIC NOTICE

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, 13th Street, alleys, and easements

Project Information:

Public Hearings:

Planning Commission
April 12, 2022
5:30 PM
City Hall: 1st Floor

City Council
April 18, 2022
6:30 PM
City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

(573) 426-6974
901 North Elm Street
City Hall: 2nd Floor
8:00 – 5:00 P.M.
Monday - Friday
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 12th Street and 13th Street; and portions of the right-of-way of 13th Street between Poole Avenue and 13th Street; and portions of the right-of-way of an alley between 13th Street, University Drive, Poole Avenue, and Spring Ave; and certain easements between 12th Street, Poole Avenue, University Drive, and Bishop Avenue.

PUBLIC NOTICE
ORDINANCE NO. __________

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF BRADLEY ADDITION AND VACATING A PORTION OF SPRING AVENUE, 13TH 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.


APPROVED:

________________________
Mayor:

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
Final Plat of

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.
Final Plat of

BRADLEY ADDITION

A Major Subdivision, being a resubdivision of all of SPRING AVENUE ADDITION; and, all of Block 3 and all of Block 4 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 Section 2, Township 37 North, Range 8 West; Rolla, Phelps County, Missouri.

13th Street

SAC SVVI S (AT BoARDNey & Ri0hIN-/If-/I NII,2O22)

See Sheet 3 for RECT-AD-AfL & AppoCA)t

...
Final Plat of
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.

DESCRIPTION

The descriptions of the property in the plat are as follows:

A fractional part of an irregularly shaped tract in roll 3, TOWNSEND ADDITION, Rolla, Phelps County, Missouri, bounded on the north by the north line of Block 4, TOWNSEND ADDITION, on the east by the east line of Block 4, TOWNSEND ADDITION, on the south by the south line of the South Half of the Northeast Quarter of Section 2, Township 37 North, Range 8 West, Rolla, Phelps County, Missouri, and on the west by the west line of the South Half of the Northeast Quarter of Section 2, Township 37 North, Range 8 West, Rolla, Phelps County, Missouri.

IMPORATION ALLOCTIONS

Applicant subject to application of improvements as outlined in the plat. The plat was certified by

Joseph Hubert, P.L.A.

See Sheet 1 for boundaries & Right-of-way
See Sheet 2 for Vacations & Taxation Details

CITY OF ROLLA

CERTIFICATE OF OWNERSHIP AND OCCUPATION

The City of Rolla hereby certifies that the owner of the property described on the plat is the City of Rolla, and the property is to be used for public purposes. The plat is approved and recorded in accordance with the requirements of the Missouri Statutes.

J. E. Hubert, Mayor

See Sheet 1 for boundaries & Right-of-way
See Sheet 2 for Vacations & Taxation Details

CITY OF ROLLA

CERTIFICATE OF OWNERSHIP AND OCCUPATION

The City of Rolla hereby certifies that the owner of the property described on the plat is the City of Rolla, and the property is to be used for public purposes. The plat is approved and recorded in accordance with the requirements of the Missouri Statutes.

J. E. Hubert, Mayor

See Sheet 1 for boundaries & Right-of-way
See Sheet 2 for Vacations & Taxation Details

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J. E. Hubert, Mayor

See Sheet 1 for boundaries & Right-of-way
See Sheet 2 for Vacations & Taxation Details

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The City of Rolla hereby certifies that the owner of the property described on the plat is the City of Rolla, and the property is to be used for public purposes. The plat is approved and recorded in accordance with the requirements of the Missouri Statutes.

J. E. Hubert, Mayor

See Sheet 1 for boundaries & Right-of-way
See Sheet 2 for Vacations & Taxation Details

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CERTIFICATE OF OWNERSHIP AND OCCUPATION

The City of Rolla hereby certifies that the owner of the property described on the plat is the City of Rolla, and the property is to be used for public purposes. The plat is approved and recorded in accordance with the requirements of the Missouri Statutes.

J. E. Hubert, Mayor

See Sheet 1 for boundaries & Right-of-way
See Sheet 2 for Vacations & Taxation Details

CITY OF ROLLA
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: The Temporary Closure of 10th 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 10th makes it difficult for those attending to hear the graduation speakers. In case of rain the graduation will be moved to Sunday May 15th at 2:00 p.m. to 5:00 p.m.

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

MEETING DATE: April 18, 2022

Application and Notice:
Applicant/Owner - Don Madison

Background: Happy Jack’s subdivision was approved in 2015 to add a portion of an unplatted 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
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
(573) 426-6974
901 North Elm Street
City Hall: 2nd Floor
8:00 – 5:00 P.M.
Monday - Friday
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.


APPROVED:

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
City Counselor
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
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)

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.

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>FROM</th>
<th>TO</th>
<th>MILLING SY</th>
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<th>TONS</th>
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<tr>
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<td>12th Street</td>
<td>63-HWY</td>
<td>8,605</td>
<td>799</td>
<td>968</td>
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<tr>
<td>14th</td>
<td>Pine Street</td>
<td>Oak Street</td>
<td>3,497</td>
<td>281</td>
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<tr>
<td>Public Works Yard</td>
<td>McCutchen</td>
<td>Public Works Building</td>
<td>2566</td>
<td>220</td>
<td>738</td>
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<tr>
<td>Public Works Yard</td>
<td>Parking Lot</td>
<td>Public Works Building</td>
<td>N/A</td>
<td>N/A</td>
<td>825</td>
</tr>
</tbody>
</table>

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. 111
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:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
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

VII. A. 4
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.
EXHIBIT A

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

CITY OF ROLLA, MISSOURI

BY __________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________

Printed Name

Printed Name/Title

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: __________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: __________________________

Notary Public
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

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

ITEM/SUBJECT: Project #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.

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<th>LOCATION</th>
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<th>Tack</th>
<th>TONS</th>
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<td>Soest</td>
<td>Pinetree</td>
<td>Salem</td>
<td>2&quot; BP-1</td>
<td>116,800</td>
<td>14,276</td>
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<td>Turkey Run</td>
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<td>McCutchen</td>
<td>Old STJ</td>
<td>900’ N. of Roundabout</td>
<td>1&quot; BP-2</td>
<td>51,725</td>
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<td>33,288</td>
<td>4069</td>
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<td>459</td>
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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.
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:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: FY 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.

vII. 8.3
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.
EXHIBIT A

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

CITY OF ROLLA, MISSOURI

BY __________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

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
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
Kristi Fleischhauer
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.
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 18th Day of April In the Year of Our Lord, Two-Thousand Twenty Two.

[Signature]
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