

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/UCffrfbYSQqtuhOAVkCCyieA>

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, JAIED 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 Jaied Hall
 - v. Ward 5 Councilwoman Carrolyn Bolin
 - vi. Ward 6 Councilwoman Tina Balch
 - vii. Mayor Louis J. Magdits IV
 - viii. Municipal Judge James T. Crump
 - ix. City Prosecutor Bradley Neckermann

IV. PUBLIC HEARINGS –

- A. To allow a minor subdivision final plat to combine several lots into three lots; vacate portions of the rights-of-way of Spring Ave, 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-Tem for 1 year term. (expires April 2023)
C. Appointment of Kristi Fleischhauer to the Library Board for first term (expires May 2025)
D. Proclamation for Arbor Day, Friday, April 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

CITY OF ROLLA
CITY COUNCIL AGENDA

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

COMMENTARY:

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

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

ITEM NO. I. A. 1

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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CHV

COCHRAN HEAD VICK & CO., P.C.

& Co

Certified Public Accountants

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

Other Offices in
Missouri and Kansas

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

Significant Audit Findings

Qualitative Aspects of Accounting Practices

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

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

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

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

I.A.4

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 (SpalshZone), Airport fuel sales, and municipal court revenue losses. The City deferred discussion on the balance of ARPA funds until late 2022. The City Finance Department will have responsibility for filing the annual reports to the U.S. Treasury (first annual report due April 30, 2022).

Future Accounting Pronouncements

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

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

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

Management's Response

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

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

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

Cochran Head Vick & Co., P.C.

Kansas City, Missouri
April 13, 2022

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Project #515 – Elm Street Improvements

BUDGET APPROPRIATION: \$370,000

DATE: 04/18/22

COMMENTARY:

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

Donald Maggi Inc. PO Box 66 Rolla, MO 65402	\$402,959.24
BuildTec Construction PO Box 355 St. James, MO 65559	\$521,970.00
B&P Patterson LLC PO Box 307 Linn, MO 65051	\$656,257.20

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. I.B.1

ORDINANCE NO.

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

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

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

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

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

APPROVED:

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 Donald Maggi, Inc. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

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

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

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

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

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

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

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

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

I.B.S

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

I. B. 6

GENERAL NOTE.

ALL WORK SHALL BE DONE IN ADHERENCE TO THE CITY OF ROLLA STANDARDS AND SPECIFICATIONS.
 CONTRACTOR SHALL PERFORM ALL WORK ASSOCIATED WITH THE PROJECT UNLESS OTHERWISE NOTED AS "BY OTHERS"
 BY OTHERS SHALL INCLUDE THE CITY OF ROLLA AND ALL APPROPRIATE UTILITY COMPANIES.
 ALL CONSTRUCTION STAKING SHALL BE COMPLETED BY CITY PROJECT COORDINATORS UNLESS OTHERWISE SPECIFIED.
 CONTRACTOR SHALL VERIFY ALL STAKING INFORMATION AND REPORT ANY DISCREPANCIES TO THE CITY OF ROLLA
 TWO WEEKS PRIOR TO DATE NEEDED. CONSTRUCTION STAKING SHALL INCLUDE BUT NOT BE LIMITED TO: EXISTING
 GRADE, FLOWLINE ELEVATIONS FOR STORM SEWER STRUCTURES, AND UTILITY ADJUSTMENTS NECESSARY FOR COMPLETION
 OF PROJECT.
 UTILITIES ARE SHOWN FOR REFERENCE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY
 COMPANIES PRIOR TO CONSTRUCTION FOR A FIELD LOCATE 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 FENCED TO PREVENT
 INJURY TO PERSONS AND/OR PROPERTY.
 SEEDING AND MULCHING OF ALL DISTURBED AREAS SHALL BE BY OTHERS.
 ALL TREE REMOVAL SHALL BE BY OTHERS. ALL CLEARING, CRUSHING AND DISPOSAL OF TREES,
 BRUSH, AND DEBRIS SHALL BE BY OTHERS.
 RESTORATION OF EXISTING GRAVEL DRIVES AND DRIVEWAYS TO PRECONSTRUCTION CONDITION AND GRADE SHALL
 BE BY OTHERS.
 ROAD SHALL BE OPEN TO LOCAL TRAFFIC AND CLOSED TO THROUGH TRAFFIC. DETOUR ROUTE SHALL BE
 DETERMINED BY THE CONTRACTOR AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR THE
 PLACING AND MAINTAINING ALL STORAGE AND BARRICADES NECESSARY TO CARRY OUT DETOUR PLAN.
 TRAFFIC CONTROL/SAFETY SHALL BE STRICTLY ENFORCED. DEMOBILIZATION AND REMOBILIZATION FEES WILL
 NOT BE REBURSED UNDER ANY CIRCUMSTANCES.
 CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING FINAL GRADE SURFACE UNTIL SUCH
 TIME AS CONCRETE CAN BE LAID.
 CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADE ALL WATER VALVES AND MANHOLES TO PREVENT
 PERSONAL INJURY OR PROPERTY DAMAGE BY OTHERS.
 ALL WORK DONE ON STATE RIGHT OF WAY SHALL BE COORDINATED THROUGH MODOOT. LANE CLOSURES SHALL
 FOLLOW MODOOT SPECIFICATIONS FOR TRAFFIC CONTROL.

INDEX

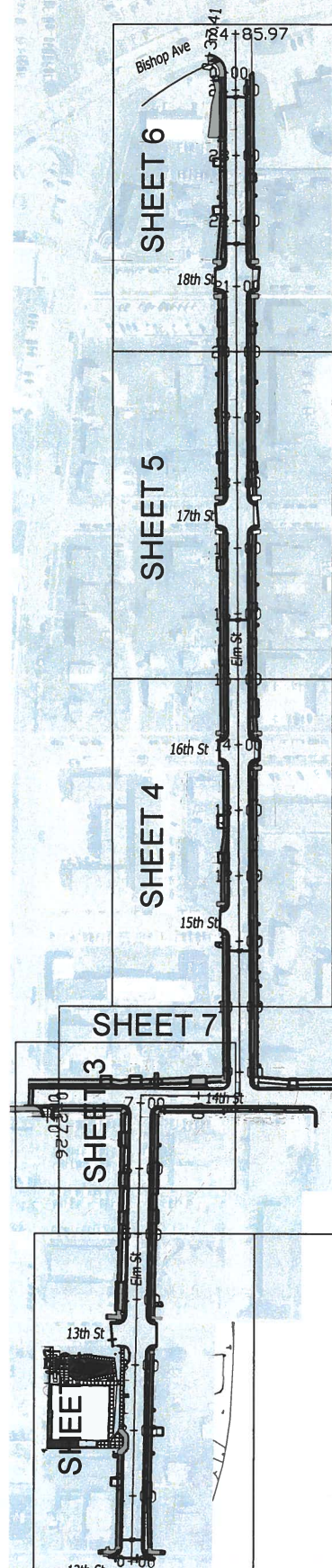
- 1 KEY SHEET
- 2 PLAN & PROFILE (ELM 53) - STA 0+00 TO STA 5+00
- 3 PLAN & PROFILE (ELM 53) - STA 5+00 TO STA 10+00
- 4 PLAN & PROFILE (ELM 53) - STA 10+00 TO STA 15+00
- 5 PLAN & PROFILE (ELM 53) - STA 15+00 TO STA 20+00
- 6 PLAN & PROFILE (ELM 53) - STA 20+00 TO STA 24+85.97
- 7 PLAN & PROFILE (14th 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

CONTRACTOR SHALL CONTACT PROPERTY OWNER PRIOR TO CONSTRUCTION OF NEW DRIVEWAYS TO AVOID CONFINING
 VEHICLES DURING CONSTRUCTION
 UNIT PRICE FOR INSTALLATION OF CURB, DRIVEWAY APRONS AND SIDEWALK SHALL INCLUDE ALL CONCRETE, LABOR, FORMS
 EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF THE ITEM. MOOT SHALL BE FURNISHED BY THE CITY OF
 ROLLA.

EROSION CONTROL NOTE:

EROSION CONTROL SHALL BE BY CITY.

CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING FINAL GRADE SURFACE UNTIL SUCH
 TIME AS CONCRETE CAN BE LAID.
 CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADE ALL WATER VALVES AND MANHOLES TO PREVENT
 PERSONAL INJURY OR PROPERTY DAMAGE BY OTHERS.
 ALL WORK DONE ON STATE RIGHT OF WAY SHALL BE COORDINATED THROUGH MODOOT. LANE CLOSURES SHALL
 FOLLOW MODOOT SPECIFICATIONS FOR TRAFFIC CONTROL.



LEGEND

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

UTILITIES

- DIGRITE**
 STREET/SEWER - 573-364-8659
 WATER/ELECTRIC - 573-364-1572
 ROLLA MUNICIPAL UTILITIES
 NATURAL GAS - 573-368-3440
 AMEREN MISSOURI
 EMERGENCY 1-800-532-7583
 TELEPHONE - 573-341-0405
 CENTURYLINK
 FIDELITY CABLEVISION INC. 573-426-6111
- MODOOT**
 MISSOURI DEPT OF TRANSPORTATION
 PERMIT INSPECTOR - KIM HILBURN 573-368-2575
 SIGNAL MAINTENANCE SHED - STEVE HELTON 573-364-2218
 ASK MODOOT 1-888-275-6636
 CENTRAL DISTRICT/JEFFERSON CITY 573-751-3322

F.B.7

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Motion

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

BUDGET APPROPRIATION: \$59,255 Revenue

DATE: April 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.

I.C.1

GovDeals - Sold Asset Report

Rolla, MO

Date range: 01 Apr 2021 - 31 Mar 2022

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

F.C.2



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

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

(SUB22-02)

MEETING DATE: April 18, 2022

Application and Notice:

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

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

Background:

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

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

Property Details:

Current zoning - C-2, General Retail

Current use - Commercial

Land area - Lot 1: 1.89 acres; Lot 2: 1.14 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Hwy 63/Bishop Ave, a Primary Arterial road; and frontage on Hartville Rd, a local street.

Sidewalks - Sidewalks are not located along the frontage of the property.

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

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

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

Planning and Zoning Commission Recommendation:

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

Prepared by: Tom Coots, City Planner

Attachments: Area Map, Plat, Ordinance

ORDINANCE NO. _____

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

(SUB 22-02)

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

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

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

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

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

I.O.3



Project Information:

Case No: SUB22-02
 Location: 1342/1344 S Bishop Ave and 1400 Hartville Rd
 Applicant: JC Land Investments, LLC and 3 Springs Holding, LLC
 Request:
 Minor Subdivision to reorganize 3 commercial lots into 2 lots



For More Information Contact:

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

CITY OF ROLLA
CITY COUNCIL AGENDA

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

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

BUDGET APPROPRIATION: NA

DATE: April 18, 2022

COMMENTARY:

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

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

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

T.E.1

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 COLLECTIVE SOLUTIONS LLC IN ACCORDANCE WITH CITY CODE SECTION 42-402 AND APPROVE APPLICATION FOR CONDITIONAL USE PERMIT WITH CONDITIONS.

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

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

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

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

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

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

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

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

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

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

I. E. J.

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

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

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

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

I.E.3

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz ACTION REQUESTED: Motion

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

BUDGET APPROPRIATION: NA

DATE: April 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.

II. A.1

Pamela K. Grow

PHELPS COUNTY CLERK

200 North Main, Suite 102
Rolla, Missouri 65401

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

April 8th, 2022

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

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

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

Pamela K. Grow

PHELPS COUNTY CLERK

200 North Main, Suite 102
Rolla, Missouri 65401

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

Ward 4 Council	Vote for 1	Regular Votes	Absentee Votes	Total
Jaired B. Hall		243	14	257
Jody Eberly		205	22	227

Ward 5 Council	Vote for 1	Regular Votes	Absentee Votes	Total
Carrolyn J. Bolin		78	11	89

Ward 6 Council	Vote for 1	Regular Votes	Absentee Votes	Total
Robert Miller		14	1	15
Tina M. Balch		48	3	51

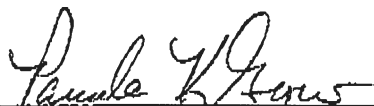
*No writc-in tally; no candidates having filed as qualified write-ins, see RSMo 115.453 (4)



Elizabeth Pross
Democratic Verification Judge



Wilbur Galen Johnson
Republican Verification Judge



Pamela K. Grow, Phelps County Clerk



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing and First Reading

SUBJECT: Bradley Addition: a Minor Subdivision Final Plat to combine several lots into three lots; vacate portions of the rights-of-way of Spring Ave, 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.

(SUB22-03)

MEETING DATE: April 18, 2022

Application and Notice:

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

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

Background:

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

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

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

Property Details:

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

Current use - Vacant/University

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

Public Facilities/Improvements:

Streets - The subject property has frontage on Bishop Ave (Hwy 63), a Primary Arterial road; the new Tim Bradley Way is to be a Major Arterial road; 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.

W.A.1

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

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

Planning and Zoning Commission Recommendation:

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

Prepared by: Tom Coots, City Planner

Attachments: Public Notice, Plat, Ordinance



Project Information:	Public Hearings:	For More Information Contact:
<p>Case No: SUB22-03 Location: Various Properties Applicant: Curators of University of Missouri and City of Rolla</p> <p>Request: Vacation of portions of ROW of Spring Ave, 13th Street, alleys, and easements</p>	<p>Planning Commission April 12, 2022 5:30 PM City Hall: 1st Floor</p> <p>City Council April 18, 2022 6:30 PM City Hall: 1st Floor</p>	<p>Tom Coots, City Planner tcoots@rollacity.org</p> <p>(573) 426-6974 901 North Elm Street City Hall: 2nd Floor 8:00 – 5:00 P.M. Monday - Friday</p>

IV.A.3



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.



10.A.4

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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 2ND DAY OF MAY, 2022.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

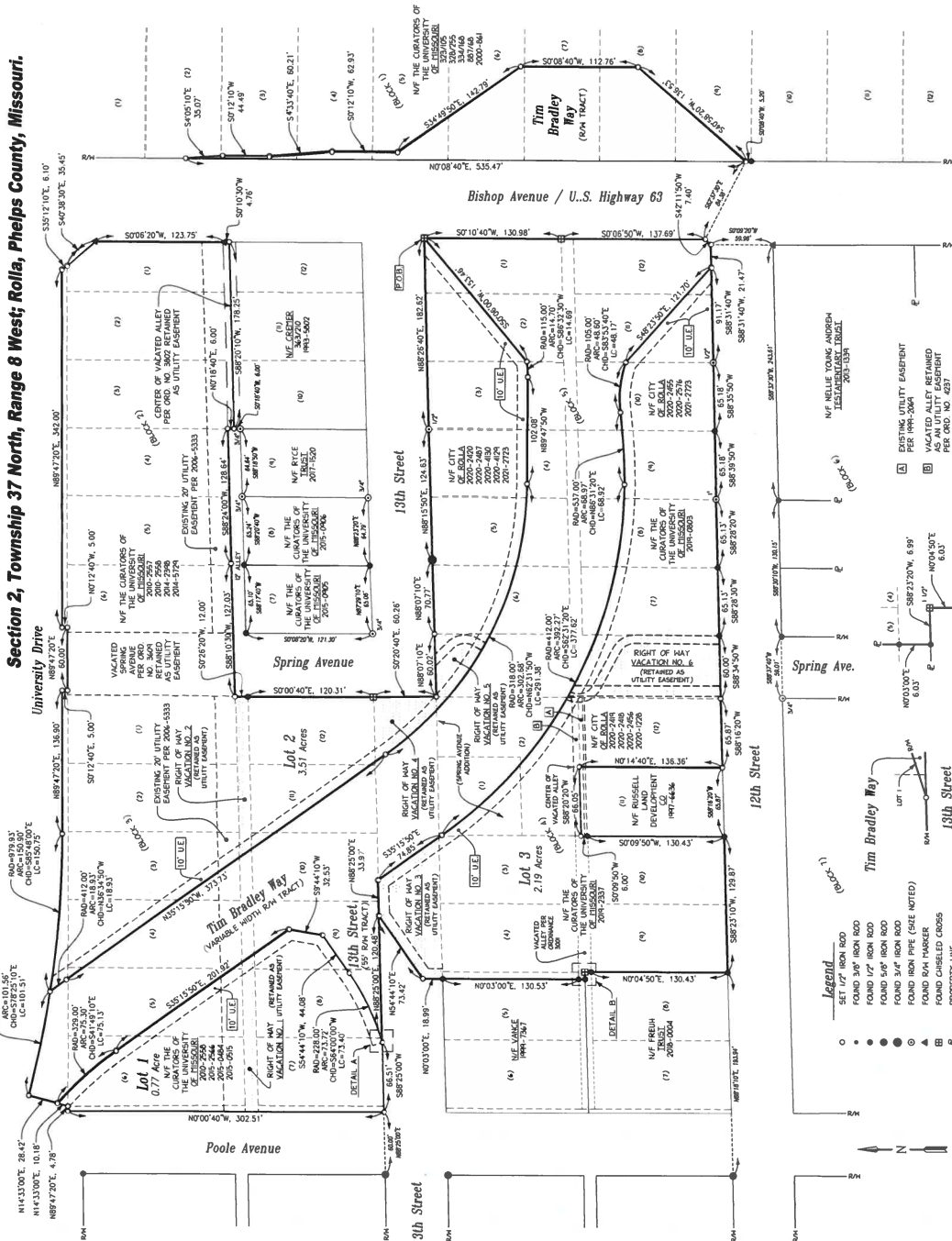
IV.A.5

Final Plat of

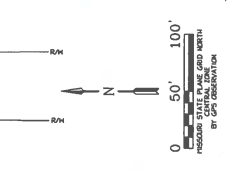
BRADLEY ADDITION

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.

University Drive



- Legend**
- SET 1/2" IRON ROD
 - FOUND 3/4" IRON ROD
 - FOUND 1/2" IRON ROD
 - FOUND 5/8" IRON ROD
 - FOUND 3/4" IRON ROD
 - FOUND IRON PIPE (SEE NOTES)
 - FOUND IRON MARKER
 - FOUND CHASED CROSS
 - PROPERTY LINE
 - POINT OF BEGINNING
 - RIGHT OF WAY
 - RIGHT OF WAY VACATION
 - UTILITY EASEMENT (U.E.)
 - FORMER LOT NO.



NOTES

1. Except as specifically stated, or shown on this plat, this survey was made for the purpose of reflecting any of the following which may be applicable to the subject property: (a) the location of any boundary line; (b) the location of any easement; (c) the location of any right-of-way; (d) the location of any utility line; (e) the location of any other feature shown on the plat; and (f) the location of any other feature shown on the plat.
2. I declare that to the best of my professional knowledge and belief, the plat and survey shown hereon are true and correct.
3. Tract is classified under (2) CSR 2009-18 (40).
4. Date of plat shown: March 10th, 2021.
5. All rights reserved. This plat is subject to the provisions of the Missouri Plat Act, Chapter 456, R.S.Mo., Sections 456.010 to 456.040, and Sections 456.041 to 456.045, and Sections 456.046 to 456.050, and Sections 456.051 to 456.055, and Sections 456.056 to 456.060, and Sections 456.061 to 456.065, and Sections 456.066 to 456.070, and Sections 456.071 to 456.075, and Sections 456.076 to 456.080, and Sections 456.081 to 456.085, and Sections 456.086 to 456.090, and Sections 456.091 to 456.095, and Sections 456.096 to 456.100, and Sections 456.101 to 456.105, and Sections 456.106 to 456.110, and Sections 456.111 to 456.115, and Sections 456.116 to 456.120, and Sections 456.121 to 456.125, and Sections 456.126 to 456.130, and Sections 456.131 to 456.135, and Sections 456.136 to 456.140, and Sections 456.141 to 456.145, and Sections 456.146 to 456.150, and Sections 456.151 to 456.155, and Sections 456.156 to 456.160, and Sections 456.161 to 456.165, and Sections 456.166 to 456.170, and Sections 456.171 to 456.175, and Sections 456.176 to 456.180, and Sections 456.181 to 456.185, and Sections 456.186 to 456.190, and Sections 456.191 to 456.195, and Sections 456.196 to 456.200, and Sections 456.201 to 456.205, and Sections 456.206 to 456.210, and Sections 456.211 to 456.215, and Sections 456.216 to 456.220, and Sections 456.221 to 456.225, and Sections 456.226 to 456.230, and Sections 456.231 to 456.235, and Sections 456.236 to 456.240, and Sections 456.241 to 456.245, and Sections 456.246 to 456.250, and Sections 456.251 to 456.255, and Sections 456.256 to 456.260, and Sections 456.261 to 456.265, and Sections 456.266 to 456.270, and Sections 456.271 to 456.275, and Sections 456.276 to 456.280, and Sections 456.281 to 456.285, and Sections 456.286 to 456.290, and Sections 456.291 to 456.295, and Sections 456.296 to 456.300, and Sections 456.301 to 456.305, and Sections 456.306 to 456.310, and Sections 456.311 to 456.315, and Sections 456.316 to 456.320, and Sections 456.321 to 456.325, and Sections 456.326 to 456.330, and Sections 456.331 to 456.335, and Sections 456.336 to 456.340, and Sections 456.341 to 456.345, and Sections 456.346 to 456.350, and Sections 456.351 to 456.355, and Sections 456.356 to 456.360, and Sections 456.361 to 456.365, and Sections 456.366 to 456.370, and Sections 456.371 to 456.375, and Sections 456.376 to 456.380, and Sections 456.381 to 456.385, and Sections 456.386 to 456.390, and Sections 456.391 to 456.395, and Sections 456.396 to 456.400, and Sections 456.401 to 456.405, and Sections 456.406 to 456.410, and Sections 456.411 to 456.415, and Sections 456.416 to 456.420, and Sections 456.421 to 456.425, and Sections 456.426 to 456.430, and Sections 456.431 to 456.435, and Sections 456.436 to 456.440, and Sections 456.441 to 456.445, and Sections 456.446 to 456.450, and Sections 456.451 to 456.455, and Sections 456.456 to 456.460, and Sections 456.461 to 456.465, and Sections 456.466 to 456.470, and Sections 456.471 to 456.475, and Sections 456.476 to 456.480, and Sections 456.481 to 456.485, and Sections 456.486 to 456.490, and Sections 456.491 to 456.495, and Sections 456.496 to 456.500, and Sections 456.501 to 456.505, and Sections 456.506 to 456.510, and Sections 456.511 to 456.515, and Sections 456.516 to 456.520, and Sections 456.521 to 456.525, and Sections 456.526 to 456.530, and Sections 456.531 to 456.535, and Sections 456.536 to 456.540, and Sections 456.541 to 456.545, and Sections 456.546 to 456.550, and Sections 456.551 to 456.555, and Sections 456.556 to 456.560, and Sections 456.561 to 456.565, and Sections 456.566 to 456.570, and Sections 456.571 to 456.575, and Sections 456.576 to 456.580, and Sections 456.581 to 456.585, and Sections 456.586 to 456.590, and Sections 456.591 to 456.595, and Sections 456.596 to 456.600, and Sections 456.601 to 456.605, and Sections 456.606 to 456.610, and Sections 456.611 to 456.615, and Sections 456.616 to 456.620, and Sections 456.621 to 456.625, and Sections 456.626 to 456.630, and Sections 456.631 to 456.635, and Sections 456.636 to 456.640, and Sections 456.641 to 456.645, and Sections 456.646 to 456.650, and Sections 456.651 to 456.655, and Sections 456.656 to 456.660, and Sections 456.661 to 456.665, and Sections 456.666 to 456.670, and Sections 456.671 to 456.675, and Sections 456.676 to 456.680, and Sections 456.681 to 456.685, and Sections 456.686 to 456.690, and Sections 456.691 to 456.695, and Sections 456.696 to 456.700, and Sections 456.701 to 456.705, and Sections 456.706 to 456.710, and Sections 456.711 to 456.715, and Sections 456.716 to 456.720, and Sections 456.721 to 456.725, and Sections 456.726 to 456.730, and Sections 456.731 to 456.735, and Sections 456.736 to 456.740, and Sections 456.741 to 456.745, and Sections 456.746 to 456.750, and Sections 456.751 to 456.755, and Sections 456.756 to 456.760, and Sections 456.761 to 456.765, and Sections 456.766 to 456.770, and Sections 456.771 to 456.775, and Sections 456.776 to 456.780, and Sections 456.781 to 456.785, and Sections 456.786 to 456.790, and Sections 456.791 to 456.795, and Sections 456.796 to 456.800, and Sections 456.801 to 456.805, and Sections 456.806 to 456.810, and Sections 456.811 to 456.815, and Sections 456.816 to 456.820, and Sections 456.821 to 456.825, and Sections 456.826 to 456.830, and Sections 456.831 to 456.835, and Sections 456.836 to 456.840, and Sections 456.841 to 456.845, and Sections 456.846 to 456.850, and Sections 456.851 to 456.855, and Sections 456.856 to 456.860, and Sections 456.861 to 456.865, and Sections 456.866 to 456.870, and Sections 456.871 to 456.875, and Sections 456.876 to 456.880, and Sections 456.881 to 456.885, and Sections 456.886 to 456.890, and Sections 456.891 to 456.895, and Sections 456.896 to 456.900, and Sections 456.901 to 456.905, and Sections 456.906 to 456.910, and Sections 456.911 to 456.915, and Sections 456.916 to 456.920, and Sections 456.921 to 456.925, and Sections 456.926 to 456.930, and Sections 456.931 to 456.935, and Sections 456.936 to 456.940, and Sections 456.941 to 456.945, and Sections 456.946 to 456.950, and Sections 456.951 to 456.955, and Sections 456.956 to 456.960, and Sections 456.961 to 456.965, and Sections 456.966 to 456.970, and Sections 456.971 to 456.975, and Sections 456.976 to 456.980, and Sections 456.981 to 456.985, and Sections 456.986 to 456.990, and Sections 456.991 to 456.995, and Sections 456.996 to 456.1000.
6. Dimensions shown are measured. For record dimensions, see documents(s) noted.
7. Only the record documents noted herein were reviewed to be discovered by the surveyor. The surveyor does not warrant that the plat reflects the information was provided surveyor.
8. There may be structures and improvements located on these tracts which were not shown hereon. The surveyor does not warrant that the plat reflects the location of any such structures and improvements.
9. Any easements or rights shown hereon are the lands to be dedicated as public.
10. The plat of any vacation shown hereon is to be released by the City of Rolla as a utility easement.

Sheet 1 of 3

CHARACTER-FLIGN
 SURVEYING & ENGINEERING
 901 North Elm Street, Rolla, Missouri 65401
 Phone: 660-838-1407
 Fax: 660-838-1407
 www.character-flign.com



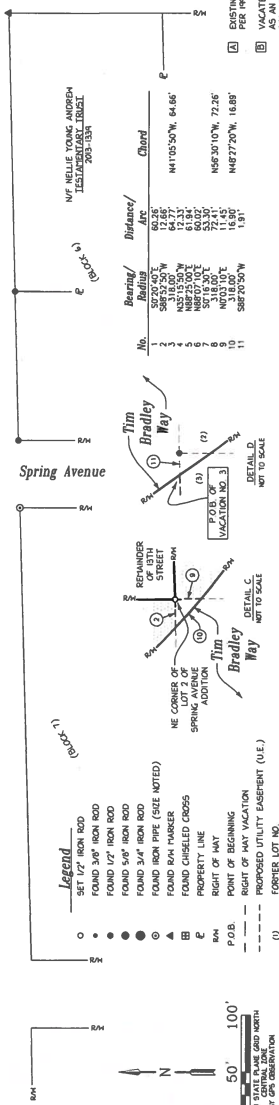
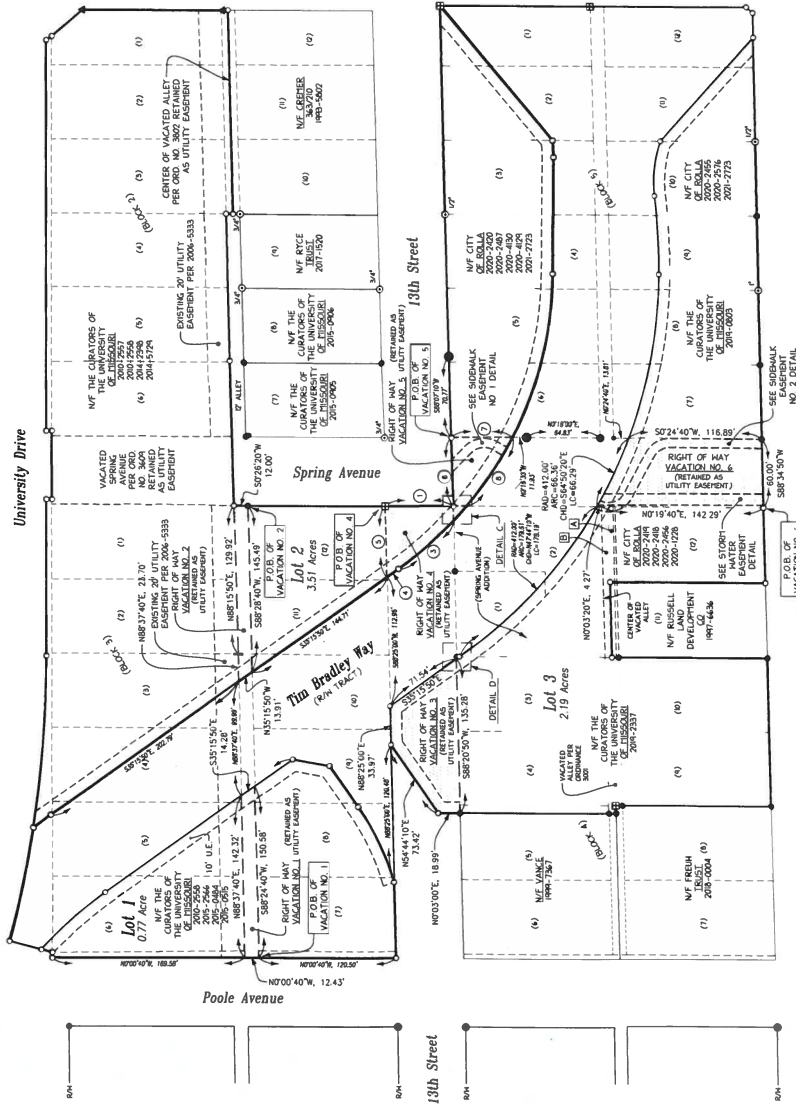
Sec-Sheet 2 for Vacation & Easement Details
 Sec-Sheet 3 for Dedications, Descriptions & Approvals

W.A.6

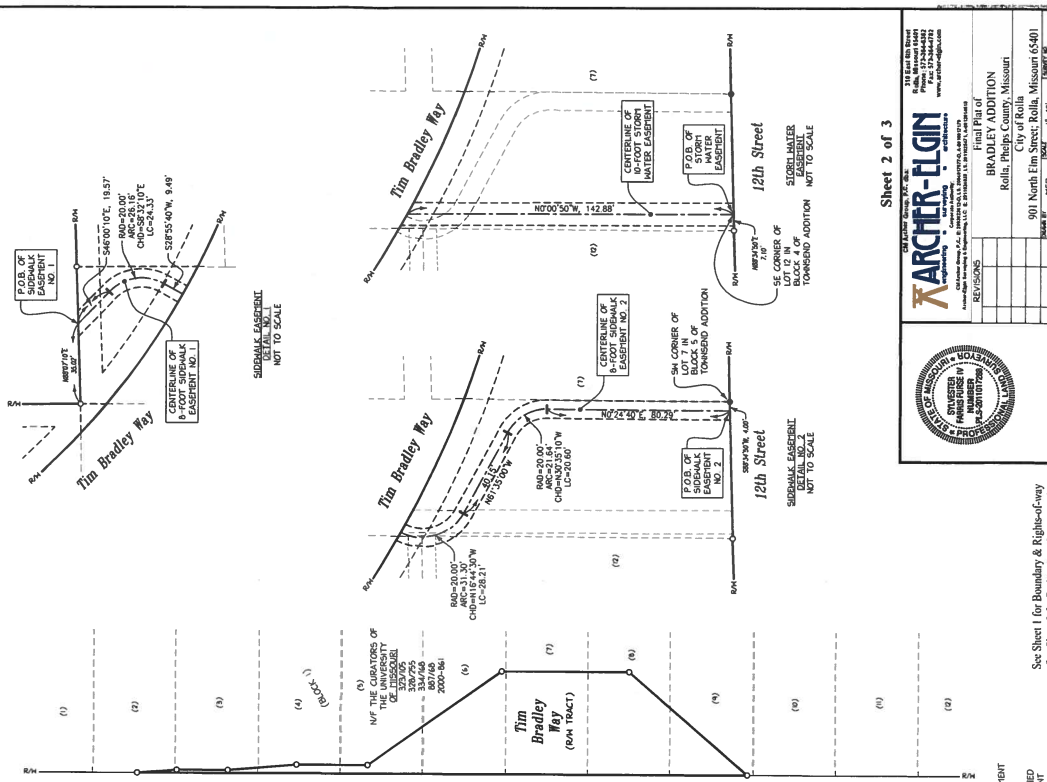
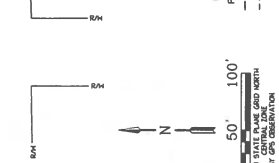
Final Plat of

BRADLEY ADDITION

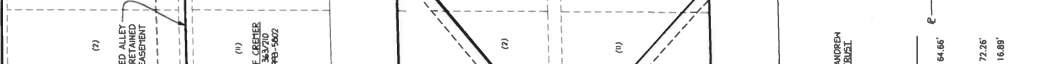
A Major Subdivision, being a resubdivision of all of Spring Avenue Addition; and, all of Block 3 and all of Block 5 of Townsend Addition; and, a fractional part of Blocks 1, 2 and 4 of Townsend Addition; and, a fractional part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 37 North, Range 8 West, Phelps County, Missouri.



No.	Bearing	Distance	Notes
1	S89°25'00\"	17.66'	EXISTING UTILITY EASEMENT PER ORD. NO. 457
2	N33°15'00\"	17.31'	
3	N89°25'00\"	17.31'	
4	N89°25'00\"	60.67'	
5	S18°20'00\"	32.31'	
6	N03°10'00\"	11.45'	
7	S89°25'00\"	1.81'	
8	N1°05'50\"	64.66'	
9	N48°27'25\"	16.89'	
10	N48°27'25\"	16.89'	



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8	N1°05'50\"	64.66'	
9	N48°27'25\"	16.89'	
10	N48°27'25\"	16.89'	



Sheet 2 of 3



Final Plat of
BRADLEY ADDITION
 Phelps County, Missouri
 901 North Elm Street, Missouri 65401
 Made by: KARCHER-TGIN
 Date: April 8, 2022
 Scale: AS SHOWN

See Sheet 1 for Boundary & Rights-of-way
 See Sheet 3 for Dedications & Approvals

13605

U.A.7

**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 2:00p.m. to 5:00 p.m.

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

V.I.A.1



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First and Final Reading

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

(SUB22-04)

MEETING DATE: April 18, 2022

Application and Notice:

Applicant/Owner - Don Madison
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background: Happy Jacks subdivision was approved in 2015 to add a portion of an 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

V1.B.1



Project Information:

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



For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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

Vl. B. 2

ORDINANCE NO. _____

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

(SUB 22-04)

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

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

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

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

APPROVED:

Mayor

ATTEST:

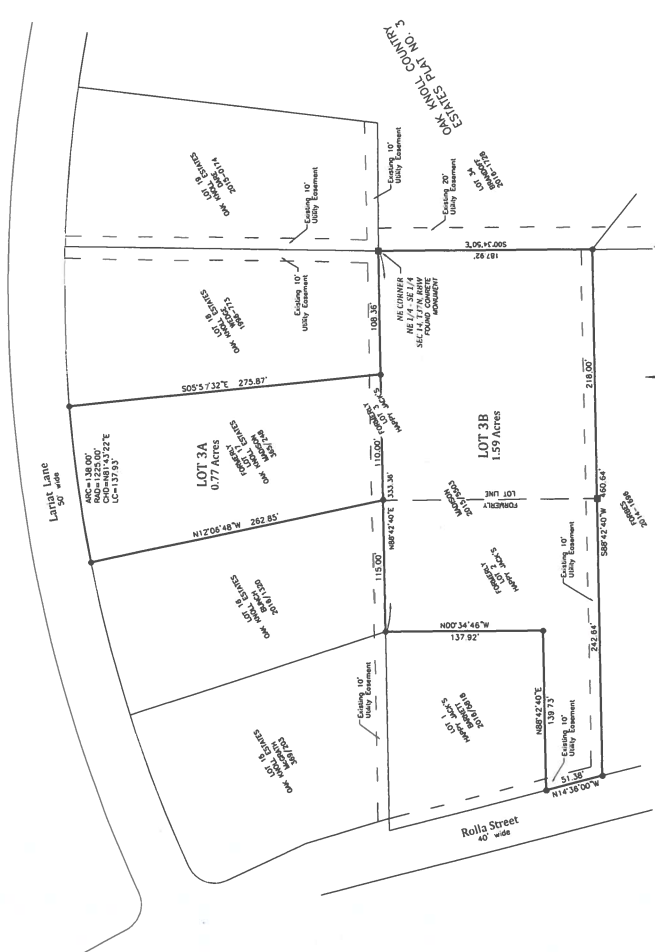
City Clerk

APPROVED AS TO FORM:

City Counselor

VI. B. 3

FINAL PLAT OF REPLAT OF LOTS 2 AND 3 HAPPY JACK'S A SUBDIVISION TO ROLLA, PHELPS COUNTY, MISSOURI.



SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANTS AS TO THE ESSENTIALS OF BUILDING OR CONSTRUCTION PERMITS

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREIN PLATTED HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PHELPS, MISSOURI, AND ALL CITY TAXES LEVIED BY THE CITY OF ROLLA, MISSOURI, HAVE BEEN PAID TO THE SATISFACTION OF THE RESPECTIVE TAXING OFFICERS. THE UNDERSIGNED OWNERS HEREBY WARRANT THAT THE INFORMATION CONTAINED IN THIS PLAT IS TRUE AND CORRECT AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE CITY OF ROLLA, MISSOURI. THE UNDERSIGNED OWNERS HEREBY WARRANT THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE CITY OF ROLLA, MISSOURI.

ZONING INFORMATION

RECORD 1-1
 15 FEET
 15 FEET
 15 FEET
 10 FEET

NOTES

1. THE CITY OF ROLLA, MISSOURI, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE CITY OF ROLLA, MISSOURI.
2. THE CITY OF ROLLA, MISSOURI, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE CITY OF ROLLA, MISSOURI.
3. THE CITY OF ROLLA, MISSOURI, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE CITY OF ROLLA, MISSOURI.

RECORDS INFORMATION

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE THIS DAY OF _____ 2022. PLAT RECORDED AT CLERK'S OFFICE OF PHELPS COUNTY, MISSOURI.

RECORDS INFORMATION

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE THIS DAY OF _____ 2022. PLAT RECORDED AT CLERK'S OFFICE OF PHELPS COUNTY, MISSOURI.

RECORDS INFORMATION

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE THIS DAY OF _____ 2022. PLAT RECORDED AT CLERK'S OFFICE OF PHELPS COUNTY, MISSOURI.

RECORDS INFORMATION

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE THIS DAY OF _____ 2022. PLAT RECORDED AT CLERK'S OFFICE OF PHELPS COUNTY, MISSOURI.

DESCRIPTION

ALL OF LOTS 2 AND 3 HAPPY JACK'S SUBDIVISION TO ROLLA, PHELPS COUNTY, MISSOURI.

INFORMED AGREEMENT

STATE OF MISSOURI }
 COUNTY OF PHELPS }
 DON H. MADSON }
 UNL E. MADSON }

ACKNOWLEDGMENT OF APPROVAL BY CITY COUNCIL

THIS IS TO ACKNOWLEDGE THAT THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE CITY OF ROLLA, MISSOURI.

PLANNING AND ZONING APPROVAL

APPROVED BY THE PLANNING AND ZONING COMMISSION OF ROLLA, MISSOURI, ON _____ 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

LORTZ SURVEYING, LLC
 A REBRAND OF LOTS 2 AND 3, Happy Jack's, Phelps County, Missouri.
 Don Madson
 Rolia, Missouri
 L-1506

61. B.4

Tom Coots, AICP
City Planner
Rolla, Missouri

April 5, 2022

Mr. Coots,

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

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

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

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

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

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

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

Thank you for your consideration.

Don Madison



400 Lariat Lane
Rolla, MO 65401

VI. B. 5

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

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

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

BUDGET APPROPRIATION: \$260,000 DATE: 04/18/22
(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.

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

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

ITEM NO. VII-A.1

ORDINANCE NO.

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

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

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII. A. 2

EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

vll-A.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

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.

VII. A. 5

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

Vol. A. 6

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance

Motion/1st Reading

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

BUDGET APPROPRIATION: \$875,000

DATE: 04/18/22

(Phase I - \$260K, Phase II - \$310K, Phase III - \$305K)

COMMENTARY:

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

Pierce Asphalt, LLC **\$342,215.91**
PO Box 1264
Rolla, MO 65402

N.B. West Contracting **\$427,429.70**
1035 N. Service Rd.
Sullivan, MO 63080

Melrose Quarry & Asphalt Supply, LLC **\$450,460.21**
PO Box 187
Rolla, MO 65402

Jefferson Asphalt Company **\$408,710.30**
117 Commerce Drive
Jefferson City, MO 65109

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

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

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

ITEM NO. VII. B. 1

ORDINANCE NO.

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

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

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

W11.B.2

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **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. B.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.

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

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

VII. B.5

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

Vll. B. 6

MONTY JORDAN

411 East 12th St.
Rolla, Missouri 65401

Born and raised in Rolla MO.

Lifelong resident of the City

Employed at MC22 has a high school sports broadcaster

8 Terms on Rolla City Council

6 years served on Planning and Zoning Commission

IX.A.1.

Kristi Fleischhauer

Kristi.fleischhauer@mypcb.com

[765-491-9474](tel:765-491-9474)

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

IX . C . 1 .

Arbor Day Proclamation

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

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

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

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

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

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

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

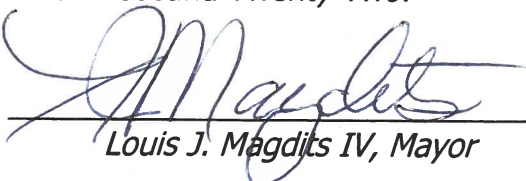
NOW, THEREFORE, *I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Friday, April 29, 2022:*

"ARBOR DAY"

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



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


Louis J. Magdits IV, Mayor

Proclamation

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

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

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

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

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

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

"LOCAL GOVERNMENT WEEK"

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



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


Louis J. Magdits, IV Mayor
City of Rolla