

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

**COUNCIL PRAYER**  
Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**  
**Monday, April 15, 2024; 6:30 P.M.**  
**City Hall Council Chambers**  
**901 North Elm Street**

**PRESIDING:** Mayor Pro-Tem Lister Florence

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

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**PLEDGE OF ALLEGIANCE**  
Councilman Florence

**I. OLD BUSINESS** –

- A. **Ordinance** to approve ground lease with Lions Club for the Fire Training Site. (Fire Chief Jeff Breen) **Final Reading**
- B. **Ordinance** to enter into an agreement with Weathercraft, Inc for the City Hall Roof Coating project. (PW Director Darin Pryor) **Final Reading**
- C. **Ordinance** to adopt the Old Town Neighborhood Plan as an element of the comprehensive Plan. (City Planner Tom Coots) **Final Reading**
- D. **Motion** to accept the independent audit for fiscal year 2023; overview of preliminary Audit results presented by Michael Keenan, CPA with Hood and Associates. (Finance Director Steffanie Rogers)

**II. CONSENT AGENDA**

- A. **Motion** to approve disposal of records pursuant to the Missouri Records Retention Law. (City Administrator John Buts)
- B. **Motion** accepting the April 2<sup>nd</sup>, 2024 Certified Election Results (City Administrator John Butz)

**III. ELECTED OFFICIALS SWEARING IN CEREMONY**

- A. Comments/Recognitions of Outgoing Councilmembers:
  - i. Ward 1 Councilwoman Terry Higgins
  - ii. Ward 3 Councilman Lister Florence
  - iii. Ward 4 Councilman Jaied Hall
- B. Swearing-In of Newly Elected Officials:
  - i. Ward 1 Councilman Mattias Penner
  - ii. Ward 2 Councilman Nathan Chirban
  - iii. Ward 3 Councilman Steve Jackson
  - iv. Ward 4 Councilman William K. Hahn II
  - v. Ward 5 Councilman Kevin Greven
  - vi. Ward 6 Councilwoman Tina Balch
- C. Appointment by Council of Mayor Pro-Tem - 1 year term. (expires April 2025)
- D. Appointment of Council Representative for P&Z Commission - 1 year term (expires April 2025)

IV. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS -**

- A. Jonathan Kimball – June Pride Event

V. **PUBLIC HEARINGS – None**

VI. **NEW BUSINESS –**

- A. **Ordinance** amending Chapter 37 of the Rolla City code and enacting a new section enacting a sales tax at the rate of 3% for Adult Use Recreational Marijuana for General Fund needs. (City Administrator John Butz) **First Reading**
- B. **Resolution** authorizing subaward agreement with Missouri Department of Public Safety for the replacement of First Responder Equipment. (Fire Chief Jeff Breen)
- C. **Ordinance** to authorize contract with Raising Solution, LLC, for slab stabilization on the Highway 72 bridge. (PW Director Darin Pryor) **First Reading**

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

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. National Tennis Month Proclamation (May 2024)
- B. National Public Safety Telecommunicators Week Proclamation (April 14th-20th, 2024)
- C. **Motion** to appoint Justin Renaud to the Parks Advisory Commission for a 3 year term. (exp. Apr 2027)
- D. **Motion** to appoint Aimee Campbell to the Bicycle Pedestrian Advisory Committee for a 3 year term. (exp. Apr 2027)
- E. **Motion** to appoint Bradley Clay to the Bicycle Pedestrian Advisory Committee for a 3 year term. (exp. Apr 2027)
- F. **Motion** to re-appoint of Jeremy Jamison to the Bicycle Pedestrian Advisory Committee for a 3 year term. (exp. Apr 2027)
- G. **Motion** to appoint Tina Balch as Council Representative to the Bicycle Pedestrian Advisory Committee for a 3 year term. (exp. Apr 2027)
- H. **Motion** to re-appoint Ken Kwantes to the Park Advisory Board for a 3 year term. (exp. May 2027)
- I. **Motion** to re-appoint Jacob Rohter to the Bicycle Pedestrian Advisory Committee for a 3 year term. (exp. Apr 2027)

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

- A. Next Meeting Date, Monday, May 6, 2024

XI. **CLOSED SESSION –**

- A. Closed Session per RSMo 610.021- (12) Sealed Proposals

XII. **ADJOURNMENT -**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** Chief, Jeff Breen      **ACTION REQUESTED:** Final Reading

**ITEM/SUBJECT:** Renewal of Training Site Lease with Rolla Lions Club

**BUDGET APPROPRIATION:** \$10,000 +/-

**DATE:** April 15, 2024

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**COMMENTARY:**

In cooperation with the Rolla Lions Club, the City of Rolla Fire & Rescue operates a fire training site on property owned by the Rolla Lions Club off Lion's Club Dr. The 3.9 acre site consists of a four story training tower, a two story concrete and masonry burn building and a security fence around the perimeter of the site. The Rolla Lions Club paid for, constructed and donated the facilities to the City of Rolla in 1987.

The proposed Lease runs through December 2028 and can be extended for an additional five (5) years. Annual compensation will not exceed \$10,000/year but is equivalent to the sewer charges for the Lion's Den and soccer complex restroom facility. The structures themselves are nearing the end of their functional life so future plans should include re-construction and at that time possible location of same on City property.

The proposed lease has been reviewed by Legal and approved by the Rolla Lions Club.

Recommendation: Final Reading

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ITEM NO.           I.A.1

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A GROUND LEASE WITH THE ROLLA LIONS CLUB FOR THE FIRE TRAINING SITE.

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, a ground lease with the Rolla Lions Club for the Fire Training Site, 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 15TH DAY OF APRIL 2024.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR



## FIRE TRAINING SITE LEASE

This lease entered into this \_\_\_ day of April, 2024, by and between Rolla Lions Club Incorporated, a Missouri benevolent corporation, Lessor, and the City of Rolla, Missouri a municipal corporation, Lessee.

Witnesseth:

- 1) Lessor does hereby lease unto Lessee and the Lessee does hereby accept lease upon and subject to the covenants, terms and conditions herein set out, each of which the representative parties to keep and perform, the following premises situation in the City of Rolla, County of Phelps, State of Missouri, to-wit.

A fraction part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 14, Township 37, North, Range 8 West in Phelps County, Missouri; more particularly described as follows:

Commencing at the S.E. corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 14; thence S. 89°48'30" W. 612.34 feet along the South line of said SW  $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence North, 60.0 feet to a point on the North line of Lions club Drive and the True Point of Beginning; thence N. 30°25'10" W., 485.90 feet; thence S. 89°48'30" W., 366.18 feet; thence S. 21°14'50" E., 449.52 feet to a point on the North line of Lions Club Drive; thence N. 89°48'30" E., 449.51 feet along the North line of Lions Club Drive to the Point of Beginning; containing 3.9 acres.

Said premises shall be used as a regional fire training facility by Lessee and such other regional fire departments as may be permitted by Lessee, as a site for the Rolla Police Department to practice training, and for no other purpose without the written consent of Lessor. Lessee may permit other governmental organizations, not for profit organizations and educational organizations to use the premises for the foregoing purpose.

- 2) The term of the lease shall commence on the 1<sup>st</sup> day of May, 2024, and extend through the 31<sup>st</sup> day of December 2028. The terms of this lease may be extended for one (1) additional five-year extended term after expiration of the initial term at the option of the Lessee unless either the Lessee or the Lessor gives the other sixty (60) days written notice of the intent to terminate this lease. The extended term shall be upon the same terms, covenants and conditions as provided in this lease for the initial term. Any termination of this lease during the initial or the extended term shall terminate all rights of extension hereunder.
- 3) Annual Compensation shall be the equivalent to the total sewer charge for service to the Lion's Club Den and the restroom facilities serving the soccer complex, not to exceed Ten Thousand Dollars (\$10,000). The Rolla Fire Department will make said payments on a monthly basis directly to the City Sewer Fund based on actual water consumption. Within 60 days of the close of the City of Rolla's fiscal year, the City shall provide the Rolla Lion's Club with a reconciling of lease payments as provided herein.
- 4) Lessee will permit Lessor to hook onto any sanitary sewer lines or water lines that cross the leased premises and Lessor's adjoining property with standard tapping fees, provided said hook-up is for the use of the Rolla Lion's Club. Lessor shall be required to pay any monthly user fees for said additional services.
- 5) The parties acknowledge that the present facilities on the premises consist of a three-story wood tower, a concrete block smokehouse, a surrounding chain link fence, a drafting pit, a burn pit, poles placed for

forced entry, an obstruction wall, and a crawl tunnel, referred to herein as the Facilities, which term shall also include any additional improvements as provided herein. Lessor acknowledges that all of the Facilities on the above property are the property of Lessee and will be removed by Lessee at the termination of this lease unless Lessor indicates in writing their acceptance of any or all structures. Lessee will not construct any additional facilities on the leased premises without written consent of Lessor.

- 6) This lease shall not be assigned nor shall said premises or any part thereof be let or sublet nor shall said premises or any part thereof be permitted to be used for any purpose other than above provided without written consent of Lessor.
- 7) Lessee shall maintain all improvements on the leased premises including the fence around the leased premises. Lessee shall pay for all electricity, water, sewer, heating fuel or gas consumed on the leased premises. Lessee shall be responsible for cutting and trimming the premise in "park-like" condition.
- 8) Lessee will access the leased premises from the southern border off Lions Club Drive.
- 9) All alterations and additions deemed necessary by Lessee shall be made by Lessee at Lessee's expense and no alterations or additions shall be made with the written consent of Lessor. All such alterations or additions made by Lessee shall be and remain the property of Lessee unless Lessor indicates in writing their acceptance of any alterations or additions.
- 10) Nothing herein shall authorize the Lessee or any person dealing with, through or under the Lessee, to charge the leased premises or the interest of the Lessor in the premises with a mechanic's or other lien or encumbrance of any kind whatsoever, and on the contrary, all persons dealing with, through or under the Lessee, shall be deemed to release and waive all claims against the Lessor and its property; and the rights and power of the Lessee, by any act or omission of the Lessee, to charge any lien or encumbrance of any kind against the Lessor, or its property, is hereby expressly denied.
- 11) Lessee covenants and agrees not to affix any signs on any part of the premises without the written consent of Lessor.
- 12) Lessee shall keep and preserve the premises free from nuisance, and shall not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease. Lessee shall remove any potential flammable liquid, solid or gas from the premises after the training exercise using such has been completed; provided however, that Lessee shall be permitted to permanently install a 500 gallon propane gas tank on the premises for use in its training exercise.
- 13) Lessor may at all reasonable times between the hours of 8:00 O'clock a.m. and 6:00 O'clock p.m. on regular business days enter upon the premises for the purpose of examining the conditions thereof. In April of each year a representative of Lessor and a representative of Lessee will review the premises for any potential safety problem and make a joint report to their representative organizations.
- 14) Lessor shall not be liable to lessee or any other person or corporation including employees, for any damage to his person or property caused by water, rain, snow, frost, storm, or accident, or by breakage, stoppage, or leakage of water, gas, heating or sewer pipes or plumbing, upon about or adjacent to said premises. Lessee shall maintain premises liability insurance on the leased premises naming both Lessor

and Lessee as insured with minimum limits of liability of \$1,000,000.00 per person and \$2,000,000.00 per accident for personal injury and death and \$500,000.00 for property damage. Lessee shall upon request provide such policy or a certificate evidencing the existence of such policy to Lessor. Lessee will verify that any organizations it permits to use the premises shall have minimal limits of liability insurance as set forth above, and Lessee shall so confirm such verification to Lessor in writing on or before March 1 of each year of this lease.

- 15) The Lessee shall surrender said premises at the termination of this lease for any reason, and the same shall be in as good condition as received, ordinary wear and tear accepted.
- 16) If Lessee shall abandon or vacate the premises, or shall become bankrupt or shall make a general assignment for the benefit of creditors, or if, after ten (10) days' written notice setting forth a default, and default shall continue by Lessee in the performance or observance of any other covenant, term or condition herein contained to be performed on Lessee's part, Lessor may at Lessor's election terminate this lease by giving Lessee written notice thereof; and thereupon Lessor may, with or without demand, re-enter and take possession of the demised premises, and in either case Lessee shall peacefully surrender Possession thereof to Lessor, and all rights and interest of Lessee to possession and control hereunder shall cease and terminate. Upon taking possession hereunder, Lessor may at Lessor's election terminate this lease by giving Lessee written notice thereof.
- 17) If the whole of the leased premises, or such portions thereof as will make the leased premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by a legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and the Lessee as of the date surrender of possession. No part of any award shall belong to the Lessee.
- 18) This lease shall be subject and subordinate at all times to the lien of existing mortgages and deeds of trust and of mortgages and deeds of trust which hereafter may be made a lien on the leased premises. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nonetheless, execute and delivery such further instruments subordinating this lease to the lien of any such mortgages or deeds of trust as may be required by the mortgagee of the mortgage or the beneficiary of the deed of trust. The Lessee hereby appoints the Lessor as Lessee's attorney in fact, irrevocably, to execute and deliver any such instrument for the Lessee. Failure of the Lessee to execute and deliver such further instruments subordinating this lease to the lien of any such mortgages or deeds of trust shall be considered an event of default under the terms of this lease.
- 19) Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the premises by Lessee, its agents, employees, contractors, or invitees, except for such hazardous material as is necessary or useful for the purposes set out in this Lease. Any hazardous material permitted on the premises and all containers therefore shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to any such hazardous Material. Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground or sewer system if such material does or may pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the premises or elsewhere, or the condition, use, or enjoyment of the building or the real property upon which it is situated. As used herein the term "hazardous material" means:

- a. Any hazardous waste as defined by the resource conservation and recovery act of 1976 as amended from time-to-time and regulations promulgated there under.
- b. Any hazardous substance as defined by the comprehensive environmental response, compensation and liability act of 1980, as amended from time-to-time and regulations promulgated there under.
- c. Any oil, petroleum products and their by-products.
- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Lessee shall be fully liable for all costs and expenses related to the use, storage and disposal of hazardous material kept on the premises by Lessee, and Lessee shall give immediate notice to Lessor of any violation or potential violation of this paragraph. Lessee shall defend, indemnify and hold harmless Lessor and Lessor's agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's and consultant fees, court costs and litigation expenses) of whatever kind of nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- a) The presence, disposal, or release or threatened release of any such hazardous material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise.
- b) Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials.
- c) Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous material; or
- d) Any violation of any laws applicable thereto.

The provisions of this paragraph shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the transactions contemplated herein and shall survive the termination of this lease.

- 20) If the premises are required to comply with the Americans with Disabilities Act, Lessee will be responsible for making the premises so comply.
- 21) No waiver or any right to re-enter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to re-enter or terminate for subsequent breach of any covenant, term or condition of this lease; nor shall any consent by Lessor to any assignment or subletting of the premises, or any part thereof, waive any of the covenants, terms of conditions of this lease, and paragraph 5 shall remain in full force and effect as to all subsequent assignments and subletting.
- 22) Any notice or demand provided for herein may be given to the party to be served by personal service or by certified mail addressed to the then acting president of Lessor at Highway 63 South, PO Box 144, Rolla, Missouri, or to the then acting Mayor of Lessor at City Hall, 901 N. Elm Street, Rolla, Missouri.
- 23) This lease shall not be recorded in the deed records of Phelps County, Missouri, provided; however, that Lessor will upon request and at the expense of Lessee cause to be prepared a memorandum of this lease in form acceptable to Lessor to be recorded. Lessee shall be responsible for the recording fee for recording such memorandum

24) Whenever the word "Lessor" is used herein it shall be construed to include the successor and assigns of Lessor; and the word "Lessee" shall include the successors and assigns of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural; subject always to the provisions herein contained as to assignment or subletting.

In Witness WHEREOF, the parties hereto have duly executed the foregoing instruments in duplicate the day and year first above written.

ROLLA LIONS CLUB INCORPORATED

By: Willis Asbury

Willis Asbury (Print Name)

President

ATTEST:

Dale R. Carpentier

DALE R. CARPENTIER (Print Name)

Secretary

(CORPORATE SEAL)

"LESSOR"

City of Rolla, Missouri

By: \_\_\_\_\_

Louis J Magdits IV, Mayor

ATTEST:

\_\_\_\_\_

Lorri Powell, City Clerk

(CITY SEAL)



# Phelps County, MO



### Legend

- Parcel Boundary
- Computer ID/Tax Account Nun
- Land Hook
- Dashed Land Hook
- Solid Land Hook
- Corporate Limit Line
- County Boundary
- Road
- <all other values>
- INTERSTATE HIGHWAY
- US HIGHWAY
- NUMBERED STATE HIGHWAY
- LETTERED STATE HIGHWAY

### Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries. THIS MAP IS NOT TO BE USED FOR NAVIGATION



1 in. = 227ft.



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance Final Reading**

**ITEM/SUBJECT: Project #582 – City Hall Roof Coating**

**BUDGET APPROPRIATION: \$80,000 (ARPA)**

**DATE: 04/15/24**

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**COMMENTARY:**

**City staff received bids for the City Hall Roof Coating project. The bids were as follows:**

<b>Weathercraft, Inc. PO Box 105108 Jefferson City, MO 65110</b>	<b>\$56,296.00</b>
<b>Guarantee Roofing, Inc. 4570 N. Blackcat Road Joplin, MO 64801</b>	<b>\$60,740.00</b>
<b>Blackjack Roofing, Inc. 10520 Research Blvd. Rolla, MO 65401</b>	<b>\$68,700.00</b>
<b>Missouri Builders Services PO Box 104205 Jefferson City, MO 65110</b>	<b>\$87,900.00</b>

**This project will install a fluid-applied rubber membrane (10 year warranty) over the existing metal roof on City Hall. The existing metal roof is 30+ years old and is beginning to show some deterioration.**

**Staff is requesting a final reading of the ordinance authorizing the Mayor to enter into the contract with Weathercraft, Inc. for \$56,296.00.**

**ITEM NO. I.B.1**

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND WEATHERCRAFT, 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 Weathercraft, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15TH DAY OF APRIL 2024.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR



**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Weathercraft 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: **City Hall Reroof, PROJECT 582**, 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 **City Hall Reroof, PROJECT 582**.

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 \$56,296.00 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.

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

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

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name/Title

STATE OF MISSOURI    )  
SS                            )  
County of Phelps        )

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

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

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

STATE OF MISSOURI    )  
SS                            )  
County of Phelps        )

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

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

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



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Final Reading

**SUBJECT:** Adoption of the Old Town Neighborhood Plan as an element of the Comprehensive Plan

**MEETING DATE:** April 15, 2024

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**Public Notice:**

Public Notice - Legal ad in the Phelps County Focus; Press release sent to Phelps County Focus;  
<https://www.rollacity.org/agenda.shtml>

**Background:**

The Old Town Neighborhood Plan project started in the summer of 2023. A neighborhood meeting was held in June 2023. A survey was opened to residents, owners, and interested parties. Input from the neighborhood meeting, survey, and information gathered through other means was used to prepare the draft of the neighborhood plan.

A neighborhood planning effort is a more detailed project than the Comprehensive Plan by providing more specific goals and actions that mostly only impacts the neighborhood. The document serves as a guide for future actions. Completing the actions should also cause the goals to be accomplished. The plan is intended to provide guidance for a period of ten or more years. If adopted, the plan will become an element of the Comprehensive Plan for the city.

**Discussion:**

The Old Town Neighborhood Plan document has been made available on the city website for a few weeks. Letters were sent to all property owners in the area to direct them to the plan. The plan has also been made available to city staff and core workgroup including the City Councilors for the wards in which the plan is located.

The plan document is an important step to identify what actions should be taken by the city and citizens in the future to achieve the goals outlined in the plan. However, the document itself does not change zoning, impact budgeting, or create any requirements to pursue the actions outlined in the plan. Additional discussions and input will be needed to accomplish the actions.

The Old Town Neighborhood Plan is the second neighborhood plan to be prepared in recent years. The Schuman/Ber Juan Neighborhood Plan was adopted in 2021. The concept of neighborhood planning is intended to be replicated throughout the city, with each plan becoming a part of the Comprehensive Plan.

The plan includes several goals and action items. The plan includes discussion about disaster mitigation, property maintenance, crime, needed utility infrastructure, walkability, street improvements, zoning, and future land uses. The plan also includes some detailed recommendations for a few sub-areas.

Most notably, the area along Rolla Street adjacent to the Phelps County property has potential to become an extension of the downtown, with mixed-use buildings, no setbacks, and pedestrian-oriented infrastructure. Older buildings should be preserved. Newer buildings should be designed to be compatible with the area.

The Old Town area is one of the oldest neighborhoods in Rolla. The area has a lot of history and still has some of the oldest buildings. The plan is intended to preserve the history and bring more activity and development to the area.

The draft plan document has been revised to incorporate comments that have been received from citizens, staff, the Planning and Zoning Commission, and City Council. The revisions were for minor phrasing changes, editing, and corrections that did not impact the action items or goals. The final draft is included as an attachment.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on March 12, 2024 and voted 8-0 to adopt a resolution to adopt the Old Town Neighborhood Plan as an element of the Comprehensive Plan and to recommend the City Council also adopt the plan.

**Prepared by:** Tom Coots, City Planner  
**Attachments:** Old Town Neighborhood Plan, Ordinance

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE ADOPTING THE OLD TOWN NEIGHBORHOOD PLAN AS AN ELEMENT OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005**

**WHEREAS**, RSMo Chapter 89.300 – 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan, including a plan for sub-areas of the city; and

**WHEREAS**, Sections 42.116 – 42.119 of the Rolla City Codes authorizes the Planning and Zoning Commission and the City Council to make and adopt a comprehensive plan, including a plan for sub-areas of the city; and

**WHEREAS**, input from residents, property owners; and interested citizens has been received by a neighborhood meeting, surveys, and email correspondence; and

**WHEREAS**, information for the preparation of the plan has been gathered from a variety of sources and the plan has been coordinated with various city departments for review and input; and

**WHEREAS**, the plan document provided information about the history of the neighborhood, demographics, goals, details about particular issues, and an action plan to accomplish the stated goals; and

**WHEREAS**, a draft of the plan has been available on the city website for public review and comment; press releases have been provided to the local publication of record; public notice has been provided in the Phelps County Focus; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing as required by Section 42.117 on March 12, 2024; and

**WHEREAS**, the Planning and Zoning Commission adopted a resolution to adopt the Old Town Neighborhood Plan as an element of the adopted comprehensive plan; and recommending the City Council also adopt said plan; and

**WHEREAS**, the Rolla City Council, during its March 18, 2024 meeting, conducted a public hearing concerning the proposed amendment; and

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

**SECTION 1:** That the Old Town Neighborhood Plan is hereby adopted as an element of the Rolla 2020 Comprehensive Plan Update, 2005 as required by Section 42-117 of the Rolla City Code.

**SECTION 2:** That by adopting the Old Town Neighborhood Plan as an element of the Rolla 2020 Comprehensive Plan Update, 2005 for the physical development of the City, a copy of said plan shall be filed in the office of the City Clerk, City Hall, Rolla, Missouri.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15TH DAY OF APRIL, 2024.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

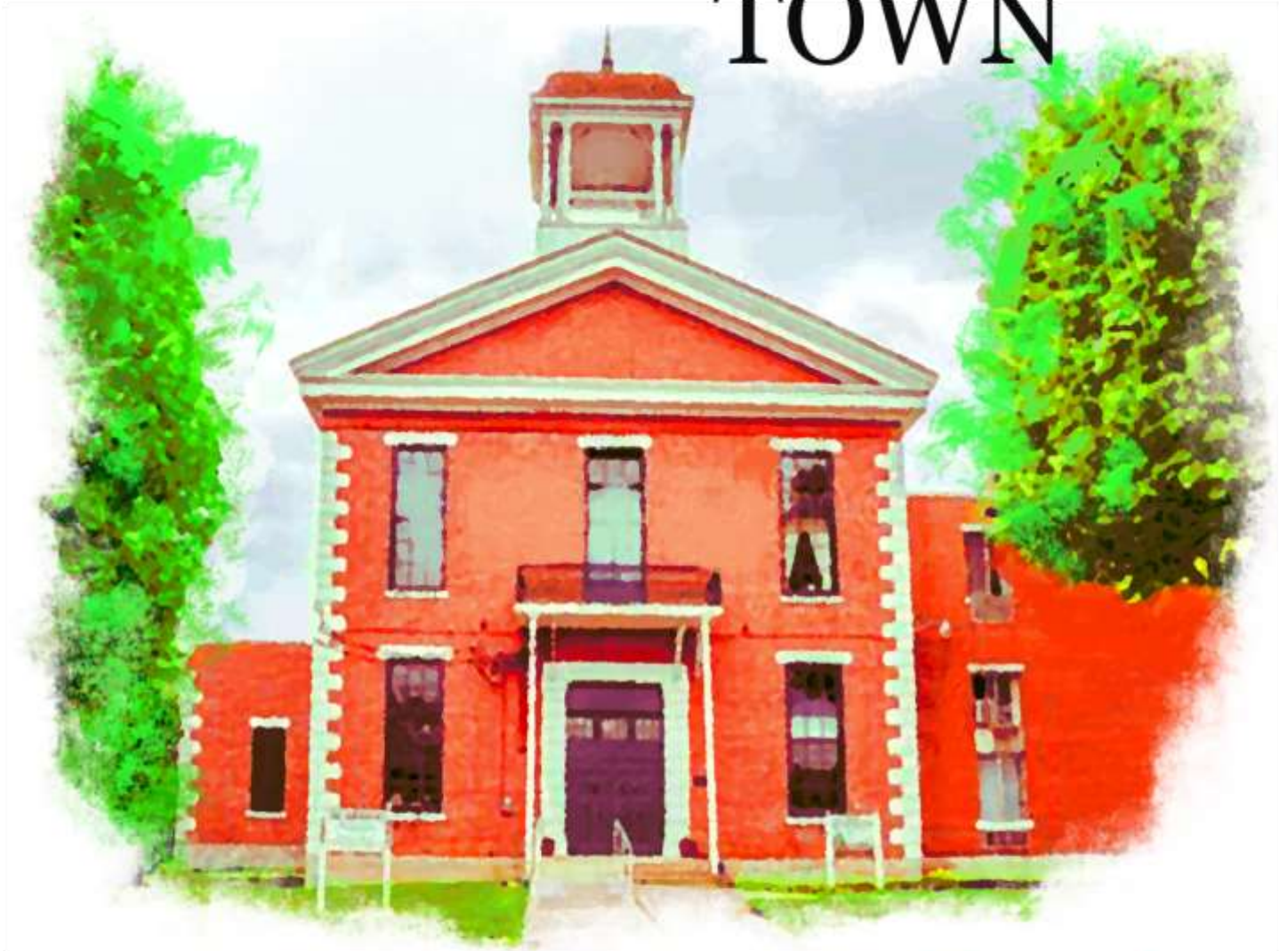
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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



# OLD TOWN



NEIGHBORHOOD  
**PLAN**

DRAFT

I.C.5



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**Prepared by:**

Tom Coots, City Planner  
Finn Meggitt, Planning Intern  
Community Development Department

**Work Group:**

John Butz, City Administrator; Russell Schmitt, Planning and Zoning Commission;  
Terry Higgins, Ward 1; Josh Vroman, Ward 1; Robert Kessinger, Ward 4  
Kevin Greven, Ward 5; Stanley Mayberry, Ward 5

**Special Thanks to:**

Rolla Public Works Department, Rolla Police Department, Rolla Fire Department,  
Rolla Parks and Recreation Department, Rolla Municipal Utilities,  
Phelps County Commission, and Phelps County Historical Society

**Planning and Zoning Commission:**

Russell Schmitt, Monty Jordan, Robert Anderson, Kevin Crider,  
Janece Martin, Monte Shields, Steve Davis, Nathan Chirban

**City Council:**

Terry Higgins, Josh Vroman, Nathan Chirban, Megan Johnson,  
Lister Florence Jr., Matt Fridley, Jaired Hall, Robert Kessinger,  
Kevin Greven, Stanley Mayberry, Tina Balch, Victoria Steen

**Mayor:**

Louis J Magdits IV





## RESOLUTION

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROLLA, MISSOURI ADOPTING THE OLD TOWN NEIGHBORHOOD PLAN AS AN ELEMENT OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005 AND RECOMMENDING ADOPTION OF THE PLAN BY THE CITY COUNCIL OF ROLLA, MISSOURI

**WHEREAS**, RSMo Chapter 89.300 – 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan, including a plan for sub-areas of a city; and

**WHEREAS**, Sections 42.116 – 42.119 of the Rolla City Codes authorizes the Planning and Zoning Commission and the City Council to make and adopt a comprehensive plan, including a plan for sub-areas of the city; and

**WHEREAS**, input from residents, property owners; and interested citizens has been received by a neighborhood meeting, surveys, and email correspondence; and

**WHEREAS**, information for the preparation of the plan has been gathered from a variety of sources and the plan has been coordinated with various city departments for review and input; and

**WHEREAS**, the plan document provided information about the history of the neighborhood, demographics, goals, details about particular issues, and an action plan to accomplish the stated goals; and

**WHEREAS**, a draft of the plan has been available on the city website for public review and comment; press releases have been provided to the local publication of record; public notice has been provided in the Phelps County Focus; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing as required by Section 42.117 on March 12, 2024; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning and Zoning Commission of the City of Rolla, Missouri hereby adopts and recommends to the City Council for adoption, the Old Town Neighborhood Plan as an element of the adopted comprehensive plan.

**PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROLLA, MISSOURI THIS 12TH DAY OF MARCH, 2024.**



Russell Schmidt, Chairman



Monty Jordan, Secretary/Vice-Chairman





# ORDINANCE



The Old Town Neighborhood is approximately contained by Walnut Street on the east; Hwy 63/ Bishop Avenue on the west; Hwy 72 on the south; and 5th and 6th Streets (downtown) on the north. The neighborhood includes the Phelps County government campus and the Historic Court-house. As the name suggests, it is the oldest part of Rolla.

The neighborhood could easily be called a hidden gem in Rolla—with quiet and walkable streets, affordable housing, and easy access to most needs. Shops, the downtown, the university campus, parks, the high school, and recreational trails are all nearby. The neighborhood has unique character thanks to the age of the housing and mature trees.

This historic part of Rolla is ideally located to see development and redevelopment. This neighborhood plan is intended to guide the development in the area—hopefully to promote positive changes and preserve as much as possible, while also maintaining affordability. The plan is also a way to help the residents have more input on what happens in their neighborhood and build some consensus. Building consensus with the residents forms supporters for needed projects, creates “ownership” of the vision, and inspires residents to make improvements to their properties.

## HOPE

The morn was dreary and gray with mist,  
 By faintest glimmer of gold unkissed;  
 But Hope looked forth with a vision bright,  
 And whispered low, with a smile of light:  
 "Oh heart, dear heart, be of good cheer;  
 The noon will be fairer-never fear!"

Wind-swept the noon came, wet with rain,  
 All sighs and shadows, all tears and pain;  
 But Hope looked forth with a steadfast eye,  
 And whispered low as the wind shrieked by:  
 "on, heart, faint heart, be of good cheer;  
 At eve 'twill be fairer-never fear!"

The shrouded sun found a cloudy tomb,  
 And without a star came a night of gloom;  
 But Hope looked forth with a vision bright,  
 And whispered low, with a smile of light:  
 "Oh, heart, sad heart, be of good cheer;  
 The morn will be fairer-never fear!"

Inez C. Parker-Griggs

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More important than creating a plan document is actually following through. This plan will not succeed in creating the positive changes unless the goals are supported by the neighborhood residents. Actions needed to achieve these goals are divided into small steps in the Action Plan. While it may seem daunting, improvements will slowly happen over time. As Inez C. Parker-Griggs alluded to, we must have hope that tomorrow will be better.



In 1898, "Hope" was published in *The Scroll*, a Chicago-based magazine offering a national competition, launching Rolla native Inez C. Parker-Griggs to national acclaim as an early Black poet.

Ms. Parker was active for several years, but ultimately faded into obscurity. She lived in a house in the Old Town Neighborhood for most of her life.

Her sister, Adele "Della" Parker, was also an early Black pioneer. She was the first Black woman to be admitted to the University of Colorado Law School. However, she was not able to complete her studies. She went on to become a teacher in Wellston, a suburb of St. Louis.

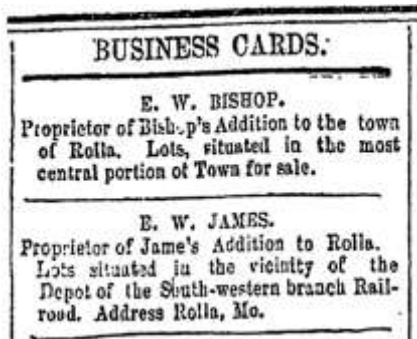
Both sisters are buried in the Rolla Cemetery.



Edmund Ward Bishop was instrumental to the founding of Rolla. He platted the lots and streets that would become the town. He succeeded in getting Rolla designated as the County seat by donating the land for the courthouse.

Bishop oversaw the construction of the courthouse, as shown above in 1860. He successfully lobbied for the Missouri School of Mines to be located in Rolla. He served the community as a councilman and as a schoolboard member. No known photos of him exist.

Bishop died April 24, 1895. He was buried in an unmarked grave (at his request). A large memorial was placed in his honor in the Rolla Cemetery in 1956. Bishop's birthday, July 7, 1820 is celebrated each year by the Phelps County Historical Society .



Rolla, July 16, 1860.

The history of Rolla essentially begins in the Old Town Neighborhood. Construction began in 1855 on the Southwest Branch of the Pacific Railroad (later becoming the “Frisco” Railroad) from St. Louis to Springfield — slated to pass through what would become Phelps County. Phelps County was created by the Missouri State Legislature from sections of Pulaski, Maries, and Crawford counties on November 13, 1857.

Edmund Bishop was a contractor for the railroad. Realizing that there was more potential for profit in real estate than constructing the railroad, he traded his holdings in Stever and Company for land along the planned route in the hopes of also snagging the county seat. A town with the county seat and railroad was bound to prosper, and have greater property value. Bishop founded Rolla in 1858. Rolla was incorporated in 1861.

A contentious battle for designation as the county seat between Rolla and Dillon (an existing town) went all the way to the Missouri Supreme Court, with Rolla being the ultimate victor. Bishop donated some of his land for the new courthouse. Construction began in 1860.

On December 20, 1860, South Carolina seceded from the Union. The construction crews building the railroad happened to be in Rolla. Railroad construction ceased two days later, leaving Rolla a terminus.

The Phelps County area was split between Unionists and Secessionists. Although the people in the area were mostly from more southern locations, there were few slaves in the area and so the people of Phelps County were not as invested economically in the institution of slavery. Phelps County would send delegates to a state district convention in Houston, Missouri that opposed secession from the Union.

On May 7, 1861, a group of 80 men from Dent County rode into Rolla with the intention of preventing Union troops from using the railroad. The Confederate flag was raised at the courthouse. “38 Days of Terror” followed, as the group took in sympathetic locals and harassed and expelled those who refused to join or cooperate. Pro-Union and neutral families were forced to flee.

On June 14, the arrival of Union soldiers under the command of Franz Siegel retook Rolla without significant resistance. Railroad construction was halted due to the war, leaving Rolla as a terminus point. The Union army realized Rolla was now an important transfer point for war supplies to be brought by train from the east and hauled by wagon to the west. Rolla was fortified and remained an important location held by the Union troops for the duration of the war. Rolla also became a place of refuge for many dislocated Missouri families.



While many towns and cities were destroyed during the Civil War, Rolla actually boomed. The population swelled from refugees, troops stationed and passing through, and the many businesses that popped up to serve them. At the peak, the winter of 1861-1862, there were 12,000 troops in the area. John S. Phelps, the future governor of Missouri, and namesake of the county in which Rolla is located, came to Rolla to recruit men for a Missouri regiment. Rolla would have an estimated population of almost 6,000 at the end of the Civil War, up from about 600 at the beginning.

Rolla was fortified with two major forts—Fort Wyman and Fort Dette. Colonel John B. Wyman built a fort south of the town on a hill with a clear view of the courthouse. The then uncompleted courthouse itself was commandeered for military use. It was first used as a warehouse, then a hospital and as military offices.

The Civil War years were still difficult. The town had been fortified and was under martial law—meaning the military was in complete control. Residents were subjected to special rules, required permits for many businesses, and were forced to take loyalty oaths.

The war ended in Rolla in April 1865, when the military sounded a 200 gun salute in recognition of General Lee’s surrender. A 21 gun salute followed 8 days later to recognize the death of Abraham Lincoln. The last troops departed in August 1865.

The town was intended to be centered around the courthouse, hence Main Street leading directly to the courthouse across the railroad tracks. However, the depot was built farther north due to the curve in the railroad tracks. Businesses started to locate around the depot, forming the current downtown.

An older business district had already formed around the courthouse. The older district then became known as the ‘Old Town’. Old Town still had several businesses, such as hotels. Today, very little remains of the Old Town, other than the Historic Courthouse and a few houses.

After the war, Rolla’s population contracted to 1,200 people by 1870. The railroad resumed construction towards Springfield in 1866. Once completed in 1870, Rolla was no longer a terminus. Rolla might have been destined for obscurity, however, in 1870, Rolla was awarded the Missouri School of Mines. Rolla ultimately won the school due to yet another shrewd donation of land from Edmund W. Bishop.



Franz Siegel could be regarded as the savior of Rolla, leading the Union troops to expel the mob that had taken over the town during the “38 Days of Terror”. He did not stay long. Siegel rose to the rank of Major General and led his German immigrant troops to many important battles of the Civil War.

Edward W. James platted one of Rolla’s first subdivisions. James Addition to Rolla encompasses a large part of the Old Town Neighborhood. He fought in the 48th Missouri Regiment for the Union, enlisting as a private and promoted to First Sergeant. After the war, he may have served as a pastor in the Rolla area.



John Oscar Jeffries was born a slave. In 1863, at 18 years old, he joined the 1st Missouri Volunteer Infantry, later designated the 62nd US Colored Troops to serve in the Union army. He served in many capacities and was promoted from private to sergeant major—the highest non-commissioned officers rank.

After the war, the 62nd founded the Lincoln Institute in Jefferson City to help provide an education for former slaves. Jeffries attended the school and then became a teacher.

Jeffries came to Rolla in 1882 to teach at the Lincoln School. He taught for 15 years. Then he opened Rolla’s first steam laundry business and ran the business for 30 years.

Jeffries lived in the Old Town neighborhood and spent his years in Rolla as a leader for the Black community.



Dutro Carter

A community of newly freed slaves formed in Rolla after the war. The Black community was centered at 1st Street and Elm/Pine Streets. Elkins Chapel and Lincoln School both opened in 1882. John Jefferies was the first school teacher at the Lincoln School.

The population of the Black community peaked in 1880—at roughly 1/3 of the total population of Rolla—and fell considerably in the following decades. This drop in population may be due to the Great Migration, when Black families moved north and to large cities. The decrease of around 44% between 1880 and 1890 could suggest an unknown incident, considering the church and school were built in 1882, and by 1890 the population had greatly declined.

According to Census data, what remains of the Black community in Phelps County, outside university student housing, is still centered in the Old Town Neighborhood.

Year:	1860	1870	1880	1890	1900	1910
Population:	86	294	503	281	184	136

Dutro Carter lived in the Old Town Neighborhood. He was employed at a local barber shop. He was a leader and unofficial mayor of the Black community in Rolla. He served on the City Council from 1974 to 1982. Carter was an advocate for stormwater/flood control in Rolla. Dutro Carter Creek was renamed in his honor. The creek is partly located in the Old Town Neighborhood. Carter died in 1984. Carter’s wife, Roberta Carter, lived to be 102 years old and died in 2016.



Dutro Carter Creek



**Solomon King Hotel:** The date of construction is unknown, but this building may have been built during the Civil War, or at least some-time in the 1860s. The original building was constructed using brick but has siding today. It was constructed by Solomon King, early member of the Rolla City Council.

**Dr. Leander Prigmore House:** The Prigmore House may have been built by Clifford Woody, an experienced carpenter, woodworker, furniture maker, and at one time, the clerk of the Rolla School Board.

**Richards-McDannold House:** This house may have been built in the 1870's.



**Giraffe Houses:** Giraffe houses are an architectural style native to the Ozarks due to the amount of limestone in the area. The architectural style was more commonly used during and after the Great Depression to build cheaper, but attractive, houses. A few Giraffe Houses are located throughout the Old Town Neighborhood.



In 1962, the City of Rolla bought several properties that used to be the Rolla “Old Town” and demolished them for a new fire station and community center. Other buildings in the area around 4th and Main Streets were also demolished over the years.

Historical buildings built prior to the Civil War demolished in “Old Town” include the E.W. Bishop Home, John Webber Hotel, Joseph Halley Home, The Old Masonic Hall, Old Red Store, Hatch House, Tiffany Hotel, Pennsylvania Hotel, Dunivin Hotel, Livesay Store, Beddoe Shoe Shop, William Beddoe Custom Mill, and the Granville Allen Residence.



**Eugene Northern**

Eugene Northern served as a judge in the 25<sup>th</sup> Circuit Court of Missouri and practiced law in Rolla. He was elected Mayor of Rolla in the 1960’s and ran for Congress in 1968. The Meramec Regional Planning Commission presents the annual Eugene E. Northern Award to leaders in the region for public service. A community hall attached to Fire Station #2 is named after Mr. Northern and located in the Old Town Neighborhood.



*Old Town in the 1860’s*



## Phelps County Historic Courthouse

Construction began on the Greek Revival style Historic Courthouse in 1860, on land donated by E. W. Bishop. The exterior facade was completed just before the outbreak of the Civil War, in 1861. The military used the courthouse as a military hospital, horse feed storage, and military offices. The courthouse survived the Civil War, unlike most courthouses throughout the Ozarks. The building was finally finished in 1868. The new Phelps County Courthouse was completed in 1994. The Historic Courthouse is owned and maintained by the Phelps County Historical Society.

The 1830's Dillon Log Cabin is also located on property owned by the historical society. The cabin is one of the oldest structures in Phelps County and briefly served as the first county courthouse. The cabin was moved to Rolla in 1967.

## Main Street Railroad Bridge

The exact date of construction of the Main Street Railroad Bridge is unknown. The bridge was in existence by 1862, according to old Rolla Express newspaper ads. During its first fifty years, the bridge was condemned and rebuilt at least three times by Frisco crews. Despite "bad press", the bridges served as more than just a crossing. Touted as "Rolla's Greatest Summer Resort", the bridge served as a location for individuals to congregate to enjoy the breezes, a rendezvous point for couples, and a setting for summer concerts. In 1997, the Burlington Northern Railroad proposed removing the bridge to eliminate further maintenance of the structure. Instead, the bridge was converted into a pedestrian bridge, thus temporarily saving one of Rolla's last remaining Civil War era landmarks.

## Lincoln School

The Lincoln School opened in December 1882 at the corner of 1st and Pine Streets to provide education for local Black students. The school closed down in 1954 after desegregation and has been used as a church since closure. The former school now is attached to a local church building.

## Original Phelps County Jail

The Original Phelps County Jail is located on the Phelps County government campus, between the new jail and new courthouse. The jail is the oldest remaining government building in Rolla. It was built in 1860 and remained in operation until 1912. The structure is owned and maintained by the Phelps County Historical Society.



*Historic Courthouse*



*Main Street Railroad Bridge*



*Old Lincoln School today*



*Original Phelps County Jail*



The Old Town Neighborhood is contained mostly in portions of Census tracts 3908 and 8909

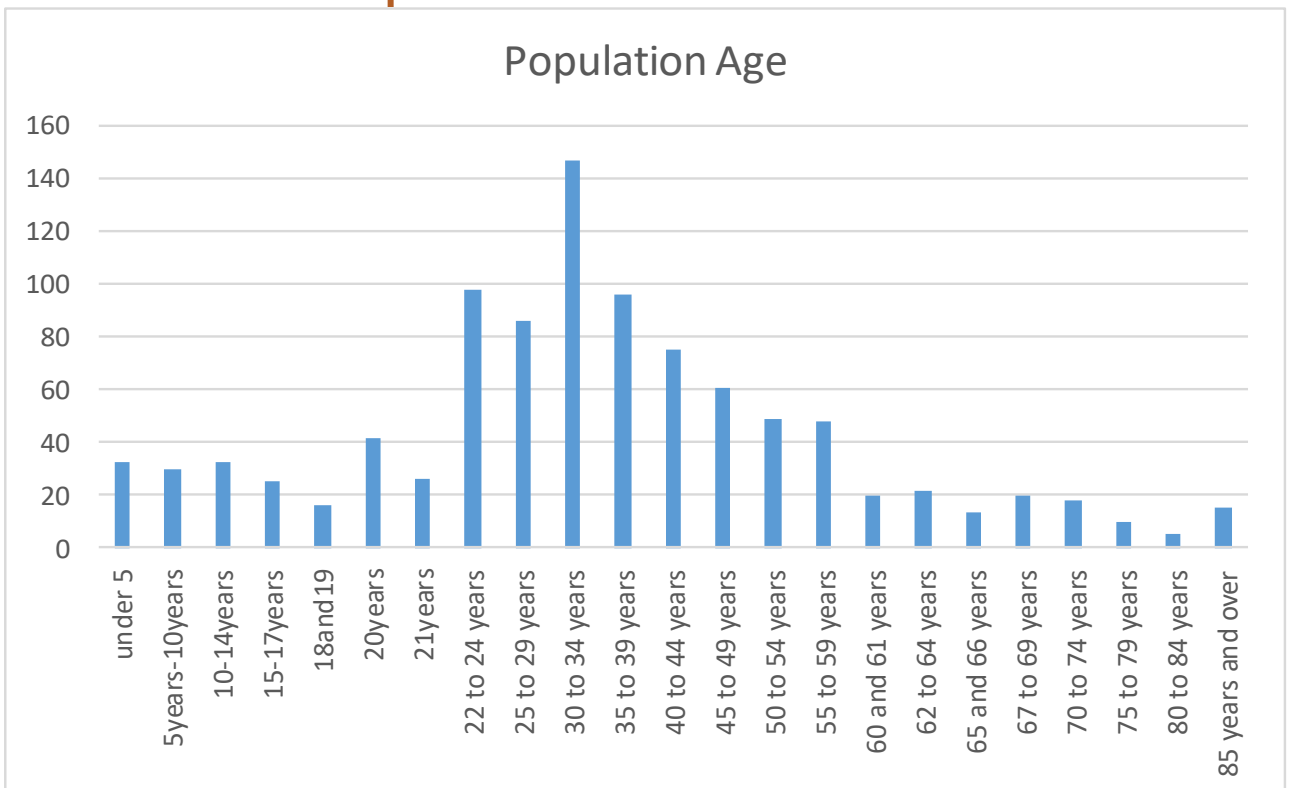
The Old Town neighborhood is a unique area of Rolla. There is a greater percentage of renters compared to homeowners. The area has approximately 276 rental housing units and 79 owner-occupied units. The area is more affordable than most of the areas in Rolla.

Income and poverty data is not available at the Census Block level. Due to the student population, older housing stock, and lower property values, the neighborhood likely has a lower income and higher incidence of poverty on average than other areas of Rolla.

The housing is older than most areas of Rolla. The County Assessor does not have data for buildings built prior to 1900, but many buildings in the area were likely built prior to 1900.

According to the 2020 Census, the total population is 983 residents. The population gender skews male at 70.8%, while women only make up 29.2%. The average resident age is 18-40, meaning the area has comparatively few children and senior citizens.

The Old Town Neighborhood is more diverse than most areas of Rolla, with a significantly larger proportion of Black residents (15.7%) than the city (3.3%), and state (10.81%) and national (12.11%) averages.



A neighborhood plan is somewhat different from the typical comprehensive plan. A comprehensive plan will cover the entire city and will customarily discuss needed changes from a very broad or city-wide viewpoint. In contrast, A neighborhood plan is limited to a defined area of the city and is much more detailed in how to solve the issues related to the growth and transition in the neighborhood.

Neighborhood planning is important because it allows for a more direct way for the City to interact with the citizens and help them to identify issues and solutions. Rolla has begun working on neighborhood-level planning within the past few years.

The Old Town Neighborhood Plan is intended to provide a path forward for improvements. With steps laid out for the future, residents will hopefully be inspired to collaborate to advance the community.

The affordable housing and walkable distance to the downtown, campus, and recreational areas are attractive to many lower-income families and students.

This plan will identify ways that the positive aspects of the neighborhood can be leveraged and how the negative aspects can be addressed. The excellent location, lower land values, and demand for additional housing, makes the neighborhood desirable for redevelopment. Some blocks may be appropriate at higher densities, while others should remain a lower density.

**Benefits of Neighborhood Planning**

1. Direct involvement of neighborhood residents
2. Addresses hyper-local issues
3. Detailed plan of action
4. Opportunity to try new ideas
5. More emphasis on neighborhood leadership

**Project Timing:**

- May 2023—Project Kick-off
- June 2023—Neighborhood Meeting
- February 2024—Open comment period for plan draft
- March 2024—Planning and Zoning Recommendation
- April 2024—City Council adoption





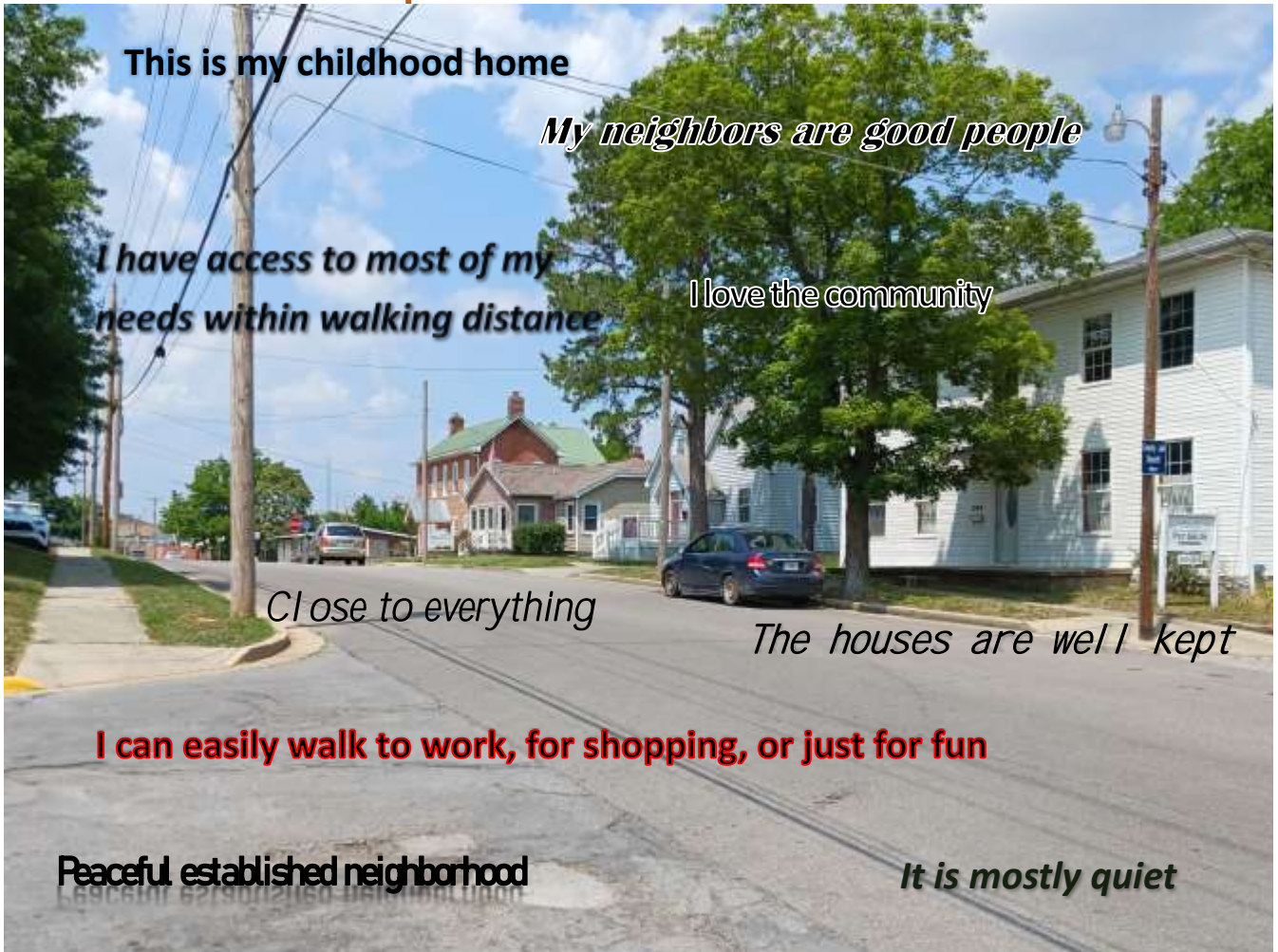


Around 20 citizens attended the neighborhood meeting at the Eugene Northern Community Room in June of 2023.

Letters with a QR code to a survey and an invitation to a neighborhood meeting were sent out to all the renters, homeowners, businesses, and property owners in the neighborhood. The meeting took place on Thursday, June 15, 2023. Attendees shared their ideas and concerns.

The meeting was productive, despite lower attendance than would be ideal. Attendees expressed support for preserving the Main Street Railroad Bridge and discussed animal control and walkability.

The mailed out survey also included an option to provide one's email address to be included for additional follow-up communication, which more than 20 people signed up for.



The survey was made available to all property owners and residents in the neighborhood. Only 30 responses were received. Although this is less than needed for a statistically significant result, the data does generally seem to be representative of the views that were heard from those at the neighborhood meeting. The top issues include concerns about traffic safety at specific locations, historic preservation, and issues with homeless persons.

**Livability:** An overwhelming majority of the residents enjoy living here. Residents love the affordability and location, being near the downtown and university campus, and easy access to the parks and trail system.

**Walkability:** Walking is popular in this neighborhood. The trail system runs right through the middle of the neighborhood, providing access to parks. The streets are mostly low-traffic and most have sidewalks. However, there are a few locations that lack sidewalks. Several areas have vegetation blocking the sidewalk.

**Bikeability:** Many also use a bicycle in this neighborhood. The streets are generally safe and the trail system allows for miles of recreational cycling. However, the hilly terrain in Rolla is an impediment to attracting more people to use a bicycle.

**Streets:** Several respondents mentioned concerns about speeding traffic on Rolla Street and Walnut Street.

**Lighting:** Concern was raised that the nighttime lighting levels are not adequate for walking or biking at night.

**Safety:** Residents think the neighborhood is generally safe. However, there may be an issue with homeless people who are passing through, causing instances of vandalism, thefts, drug use, and vagrancy.

**Historic Preservation:** Residents would like to see the remaining historic buildings preserved, and the older buildings be renovated, rather than demolished, whenever possible.

**Neighborhood Watch:** Establishing a neighborhood watch for the area does seem to have adequate support. Several residents are willing to volunteer to serve on a watch or even to assist others with some basic maintenance.

**Main Street Railroad Bridge:** There seems to be tremendous support for repairing the existing pedestrian bridge, or at least replacing it if repair is not feasible.



**Strengths:** Assets that make the neighborhood unique and can be leveraged for further improvement

**Weaknesses:** Characteristics that must be addressed in order to make the neighborhood an attractive place to live

**Opportunities:** Ideas which can be acted on to improve the neighborhood

**Threats:** Potential issues which could limit, delay, or erase improvements in the neighborhood

A SWOT Analysis is often helpful to identify goals and objectives. This analysis identifies the strengths, weaknesses, opportunities, and threats that impact the neighborhood. Strengths should be capitalized upon; weaknesses should be addressed; opportunities should be seized; and threats should be minimized.

## Strengths

*Location* – The “Old Town” neighborhood is located within walking distance of grocery stores, the university, downtown, the high school, and the Acorn Trail. This may be the best located community in Rolla.

*Quiet* – The neighborhood has low traffic on most of its streets. Residents frequently mentioned how quiet the area is and do not think noise is an issue.

*Historic* - The neighborhood has many historical and older buildings that creates a distinct character.

*Crime* - Residents do not believe crime is a major issue and feel generally safe.

## Weaknesses

*Property Maintenance* - There are some issues with property maintenance violations.

*Inappropriate Land Uses* - There are some commercial properties with land uses that are not compatible with adjacent properties.

*Age of Housing and Infrastructure* - Older houses can be difficult to renovate and maintain. Older roads and utilities in the area will require maintenance and replacement.

## Opportunities

*Redevelopment* - Several properties are prime locations for businesses and/or apartments. Lots along Hwy 72 and the Rucker Street Sub-area are already seeing more commercial development. The Historic Courthouse sub-area could see commercial and residential development due to the adjacent county government and downtown. Small-scale commercial businesses such as restaurants and professional offices would be compatible in many locations.

*Preservation* - The preservation of historic structures and encouraging compatible architecture could drive investment to the area.

*Infrastructure* - The area has good connectivity within most of the neighborhood and to other parts of the city. The infrastructure can support redevelopment. The neighborhood has mostly acceptable walkability and bikeability infrastructure.

*History* - The neighborhood has played an important role in city history. Recognizing historical ties can help educate and build community.

## Threats

*New Development* - New development may not fit in with the existing character.

*Demolition* - Demolishing older, potentially historic buildings could change the character.

*Floodplain* - A floodplain is located in a portion of the neighborhood and can impact development potential.

*Railroad* - The railroad divides the neighborhood and reduces connectivity. It also creates noise and the possibility for a derailment disaster or crossing accident.

*Rental Property* - Rental housing may be less maintained or managed and can cause nuisances for neighbors.

**Build:** to develop according to a systematic plan and/or upon a base condition

**Community:** a group of people with common interested living in a particular area

**Preserve:** to keep or save from destruction or decomposition

**Affordability:** not too expensive relative to other options

**Enhance:** to increase or improve in value, quality, desirability, or attractiveness

**Livability:** the sum of factors that add up to a community's quality of life

**Encourage:** to spur on or stimulate, inspire, or persuade

**Positive Change:** to make better than would otherwise occur

### Build Community

Building and maintaining strong community ties is essential to creating a neighborhood versus simply an area in the town. Community ties can make newcomers feel welcome and can lead residents to live in the neighborhood longer. Residents who love their neighborhood may be more likely to help with improvements, watch over their neighbors' properties, and better maintain their property.

### Preserve Affordability

As development and redevelopment occurs, displacement of the existing residents would cause a negative impact. The neighborhood is known today as an affordable place for students and families to live. Preserving affordability and encouraging improvements that will likely increase property values is a delicate balance. The goal is for the neighborhood is to continue to be, and make it even more so, a "mixed-income" area, so people of any income level can prosper and feel comfortable.

### Enhance Livability

Improvements to the neighborhood that would make it a better place to live will make the area even more desirable in the future. These improvements will help the neighborhood to be more competitive with other parts of the community. The neighborhood already has many assets, but there is room for improvements to the streets, walkability, bikeability, parking, and the visual appearance.

### Encourage Positive Change

Most residents would like to see improvements to the neighborhood. While city government can provide encouragement, some improvements must be accomplished by the residents themselves. It is vital that the neighborhood residents participate.



### What would success look like?

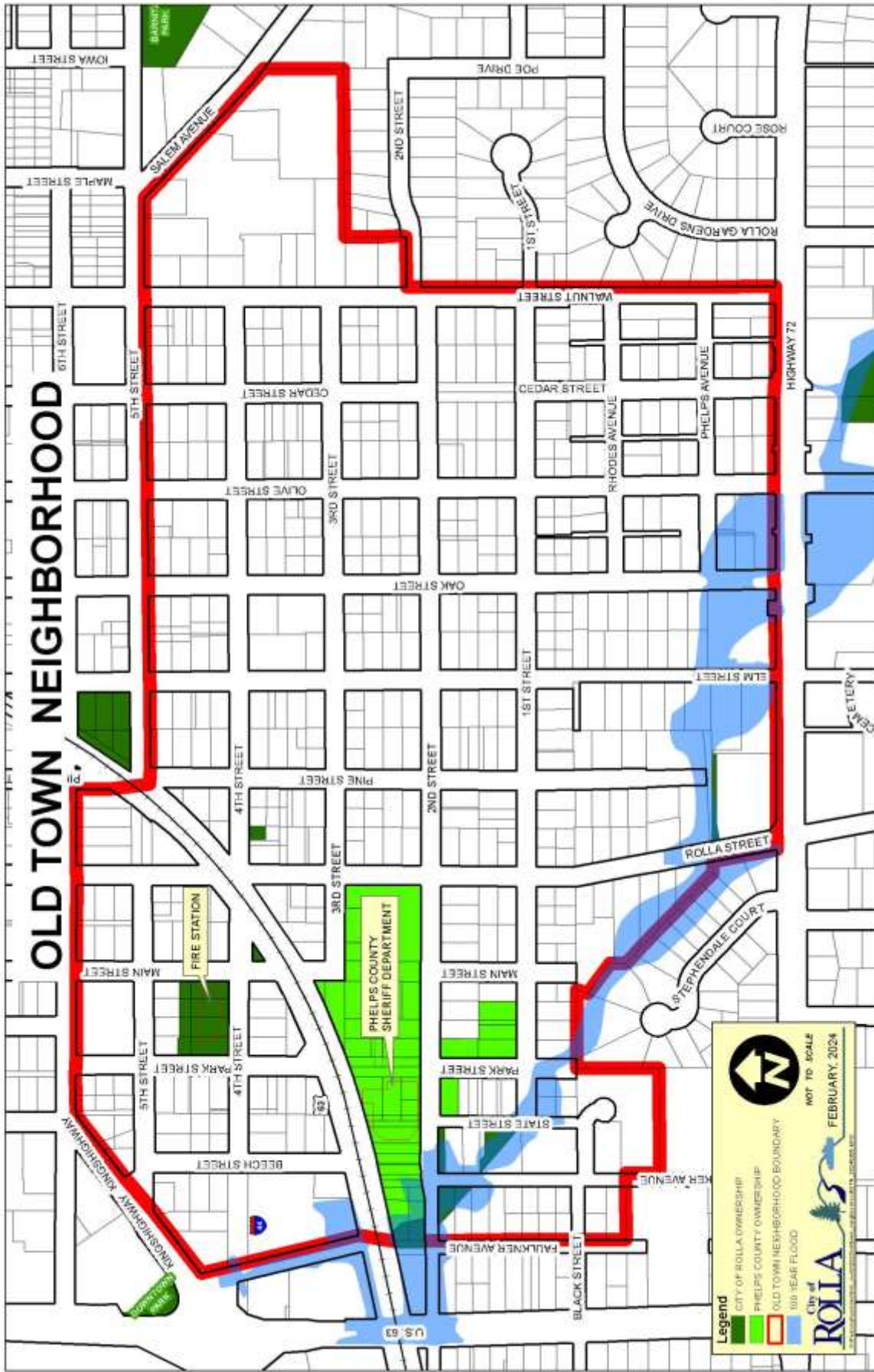
The neighborhood will see many changes over the next decade and beyond. Some of the change is inevitable. The location, being adjacent to the downtown, already makes the northern areas a prime location for redevelopment for rental housing. However, some of the interventions proposed in the plan may help to cause more investment and improvement in the area than would have otherwise occurred.

For example, many improvements are proposed which may transform the Rolla Street corridor near the Historic Courthouse into an extension of the downtown, with offices, shops, and housing. The area could draw some tourist attention, with historical information and potentially additional museum facilities.

The neighborhood is currently regarded as a nice place to live, with affordable housing and easy access to the downtown and recreation facilities. The intention is to draw on the positive attributes, maintain the positive, and make the area even more attractive for investment and living. This neighborhood has the potential to become one of the most desirable places to live in Rolla.

### Does this sound like a nice place to live or invest?

Good! Because every goal and activity outlined in the plan is possible. However, a successful outcome is only attainable with support from the residents and investors in the neighborhood. The plan has been prepared with input from the residents, rather than being a top-down mandate being imposed. Without support from the residents and stakeholders, many of the goals in the plan will not be possible.



Phelps County does have a county-wide Hazard Mitigation Plan. The plan includes topics which are specific to Rolla, however, the plan does not provide much guidance specific to the Old Town Neighborhood.

Several government buildings are located in the neighborhood. The Rolla Fire Station and Phelps County Sheriffs Office are both “Critical Facilities” in the Hazard Mitigation Plan. These sites would offer assistance in a time of disaster. The Phelps County Courthouse, Phelps County Jail, and an RMU well are also important facilities.

The railroad passes through the neighborhood, with Rolla Street being the only railroad crossing in the plan area. Rolla Street is also a major arterial road with about 3,500 vehicles per day. The Rolla Street crossing also includes a pedestrian crossing. Due to slope, existing trees, existing buildings, and the angle of the tracks, the crossing has decreased visibility for drivers to see an approaching train. Safety could be increased by considering four-quadrant signal arms or a median separation.

Floodplain is associated with Dutro Carter Creek. The floodplain ranges in width from 40 feet to over 300 feet and impacts 11 buildings in the neighborhood. The City is currently working with FEMA to revise the floodplains city-wide. The result could increase and/or decrease the floodplain extents in this area. The City does accept floodplain property and drainage easements when possible.

Dutro Carter Creek has been channelized into a fairly narrow channel with steep banks. The creek could be regraded to be wider with natural erosion control to help to mitigate the impacts of flooding. The creek could double as a recreation area and be an extension of the Acorn Trail.



A median separation for the Rolla Street railroad crossing would make the crossing safer and could help to eventually make Rolla a “Quiet Zone”. A Quiet Zone would lift the requirement for passing trains to sound their horns. This noise can be a disturbance to surrounding residential areas.

*Enhance Livability*

- Consider safety improvements to the Rolla Street RR crossing
- Continue to acquire floodplain when possible
- Consider improvements to Dutro Carter Creek



Abandoned buildings can reduce property values and invite crime



Demolishing houses can make room for redevelopment and remove nuisances. But demolition also removes older, historic buildings and can create voids.



Unchecked vegetation can block sidewalks and decrease visibility

Call the **Community Development Department** to report any property maintenance and nuisance concerns

**(573) 364-5333**

The Old Town Neighborhood does not have significant issues with abandoned buildings, unlike some other areas of town. Rolla did adopt an abandoned buildings ordinance in 2021. Since that time, the number of abandoned buildings in the city has started to decline as they have been demolished or renovated.

However, this neighborhood does experience some property maintenance issues, such as tall grass, junk vehicles, neglected buildings, storage containers, and overgrown vegetation obstructing sidewalks. A neighborhood sweep to identify all violations will be conducted after the plan is adopted. A similar inspection in the Schuman-Ber Juan Neighborhood recently resulted in a great improvement in that area.

This neighborhood is home to some of the oldest buildings in the city. Older buildings can be more attractive, but they can also have maintenance issues, such as inadequate insulation, windows, and heating/cooling systems.

Due to the age of the structures, the neighborhood likely has the greatest concentration of houses with lead paint and asbestos in the city. Grants are available for remediation and testing, and currently several grant programs are available through the US Department of Housing and Urban Development.

Asbestos is generally only found in commercial and industrial properties, however, lead paint is a more common issue in residential dwellings. Any renovation, repair, or painting project in pre-1978 buildings can create a health risk. Most buildings in the neighborhood were built before 1978. The EPA requires that such projects be done by lead-safe certified contractors. Rolla currently has two EPA certified lead-safe contractors. The City of Rolla could seek a grant for a program to test some buildings in the neighborhood for lead paint to find out the scale of the issue.

*Enhance Livability, Preserve Affordability*

Conduct a neighborhood sweep for code violations and provide warnings before pursuing fines or enforcement

Seek a grant for lead paint testing and encourage remediation

Encourage qualifying residents to participate in the MOCA (Missouri Ozarks Community Action) Weatherization Program



While crime was not identified as a major issue for residents, there were still some concerns with drugs, theft, and property damage. Some issues may be due to the homeless population passing through the neighborhood, and the related issue with drug addiction.

Establishing a neighborhood watch would help prevent crime, provide a sense of community, and increase safety. Participants would work directly with the police department.

As the area redevelops, creating a mixed-income neighborhood may reduce the level of crime by not concentrating poverty. Preservation of existing medium density housing and allowing higher density redevelopment can create “eyes on the streets”, which can deter crime. This would also create an area of mixed densities and incomes suitable for all types of households, creating a safer, more vibrant neighborhood with a unique character.

Property maintenance violations can cause an increase in some types of crime, such as vandalism, by sending a message to others that residents are ambivalent towards what happens in their community.



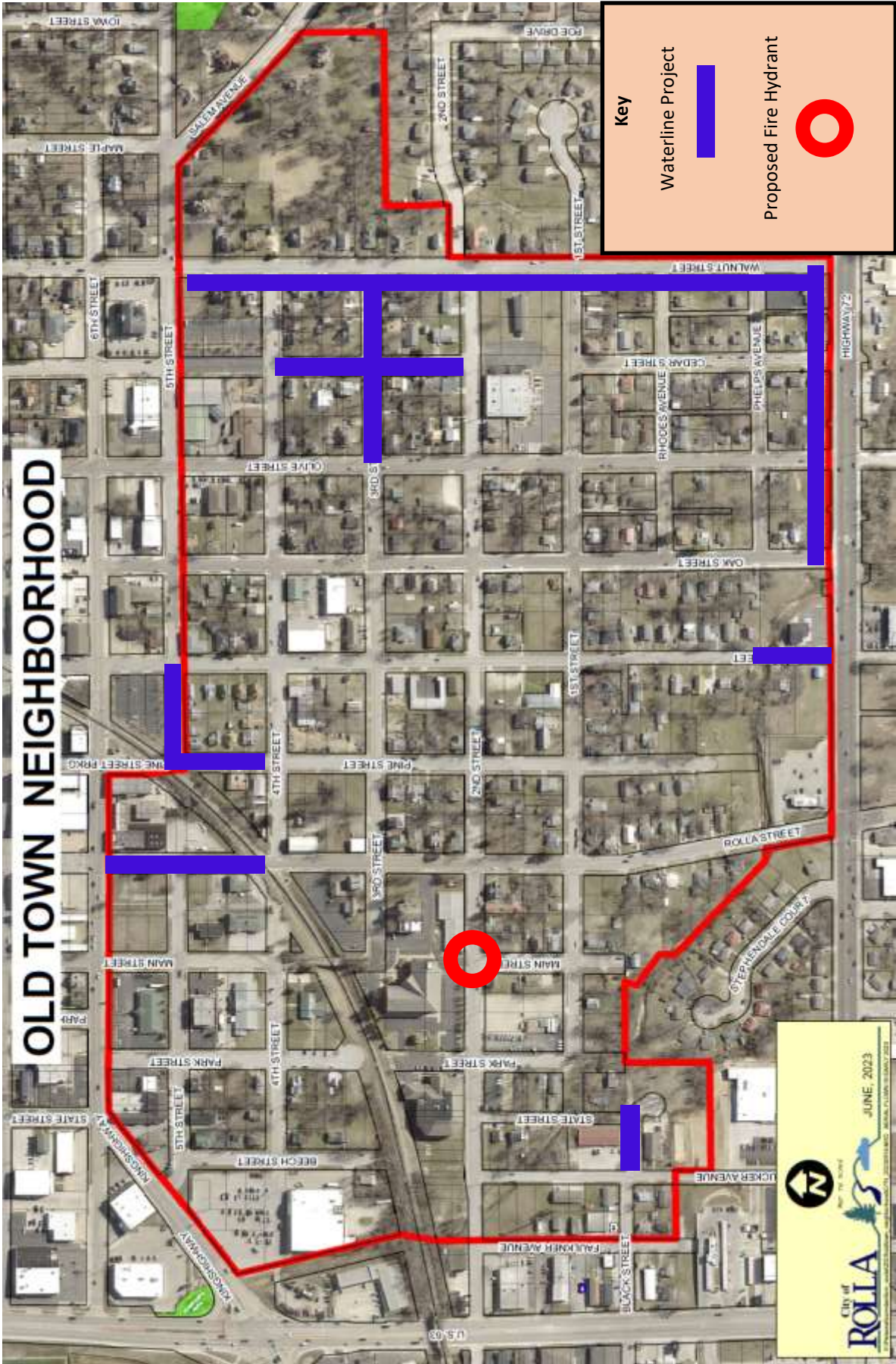
The Rolla Police Department does operate a Crisis Intervention Team to help deescalate situations and direct persons to needed assistance



Neighborhood Watch programs are a way to involve the community in addressing crime issues in their neighborhood

*Preserve Affordability, Encourage Positive Change*

- Create a neighborhood watch
- Encourage mixed-income development
- Conduct a neighborhood sweep for code violations



The utility infrastructure in the Old Town Neighborhood is mostly sufficient for both current and future needs. Waterlines, sewer lines, storm sewer, electric services, and other utilities are available throughout the neighborhood and are in good condition. However, a few issues may need to be addressed.

A few sections of waterline along Hwy 72 should be constructed as redevelopment occurs in the area. The waterline is needed to connect a few longer dead end waterlines. A waterline is also needed in the Cedar Street/3rd Street area and the 5th Street/Pine Street area to provide direct access to water services. As the area develops, a waterline along Rolla Street between 4th Street and 6th Street may also be needed. Some waterlines are also very old and will eventually need replacement.

Water capacity for fire hydrants was verified in the neighborhood. Only one location had with inadequate water capacity. The waterline to the hydrant at the end of the Black Street cul-de-sac will need to be replaced with a larger waterline if/when the area is redeveloped with higher density uses. An additional fire hydrant may also be necessary for adequate coverage of the Phelps County government campus.

Several residents mentioned issues with street lighting levels at night. The lighting levels are generally not intended for pedestrian use. However, the primary streets for pedestrian use—Rolla Street, Walnut Street, Oak Street, and 2nd Street—were all field checked and found to be adequately lit for the level of activity.



Fire hydrants provide needed water to fight fires and allow water lines to be flushed to keep the water clean. They can also be tested to check the water pressure and flow in the area.

*Enhance Livability*

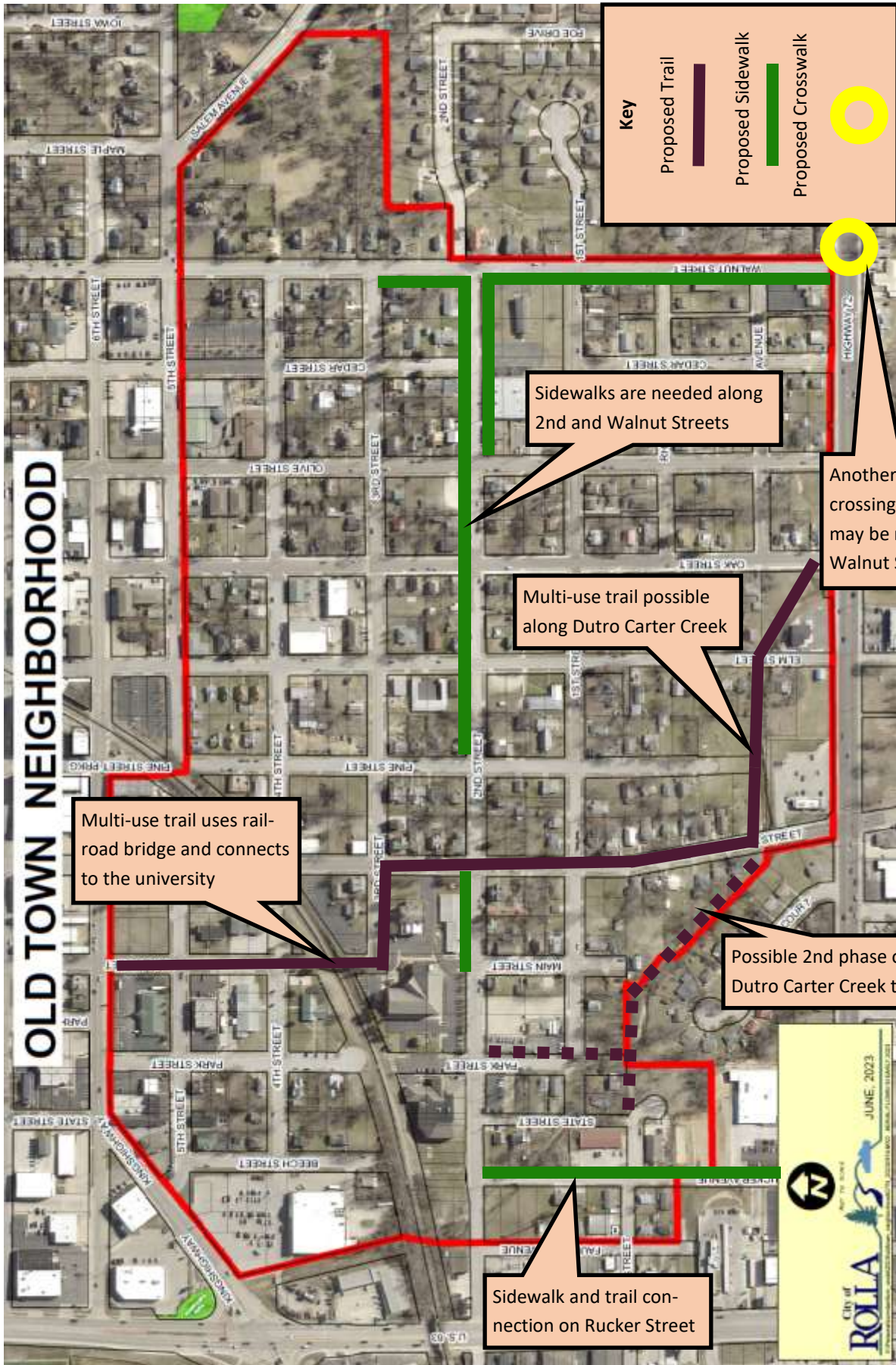
Install waterlines along Hwy 72 between Oak Street and Walnut Street; Elm Street to Hwy 72; Rolla Street between 4th Street and 6th Street; Cedar Street/3rd Street area; and 5th Street/Pine Street area, as these areas redevelop

Replace waterline along Walnut Street with street project

Replace waterline at Black Street cul-de-sac

Install fire hydrant at 2nd Street/Main Street







Residents of the Old Town Neighborhood have easy access to grocery stores, downtown, university campus, and high school to serve daily needs.

Most streets in the neighborhood have sidewalks which are in good or fair condition, yet overgrowth disrupts the ability to use sidewalks in some locations. In addition, there are a few sites where new sidewalks are needed. Constructing sidewalks along Walnut Street and 2nd Street is a higher priority than lower use locations.

The area currently has limited bike infrastructure. Currently, there are a few bike racks at apartment buildings. As the area redevelops, the newly adopted zoning code will require that bicycle parking be provided for all multi-family and commercial developments.

Oak Street has a multi-use trail that connects to the Acorn Trail and downtown. The low traffic volumes on the neighborhood streets makes it relatively safe to bike. Shared bicycle facilities, such as “sharrows” may be appropriate on Rolla Street and Walnut Street until such time that the vehicle and bicycle traffic reaches a point that bicycle lanes or a separated track or trail become warranted.

The Oak Street multi-use trail connects to a mid-block crossing on Hwy 72. An additional mid-block crossing may be desired in the future near Walnut Street, after additional community input.

The multi-use trail system could be expanded to run along Dutro Carter Creek between Hwy 72 and the Main Street Railroad Bridge via Rolla Street. The project could be phased to extend from Rolla Street if desired in the future. A trail may be needed between the pedestrian bridge and the Oak Street trail. A trail is proposed on Main Street just north of the pedestrian bridge. The Main Street pedestrian bridge has been closed, pending decisions about repairs.



A multiuse trail crosses the neighborhood on Oak Street. A trail is proposed to use Main Street as well.



A mid-block crossing was recently installed on Hwy 72 to improve safety for crossing pedestrians and bicyclists

*Enhance Livability, Build Community*

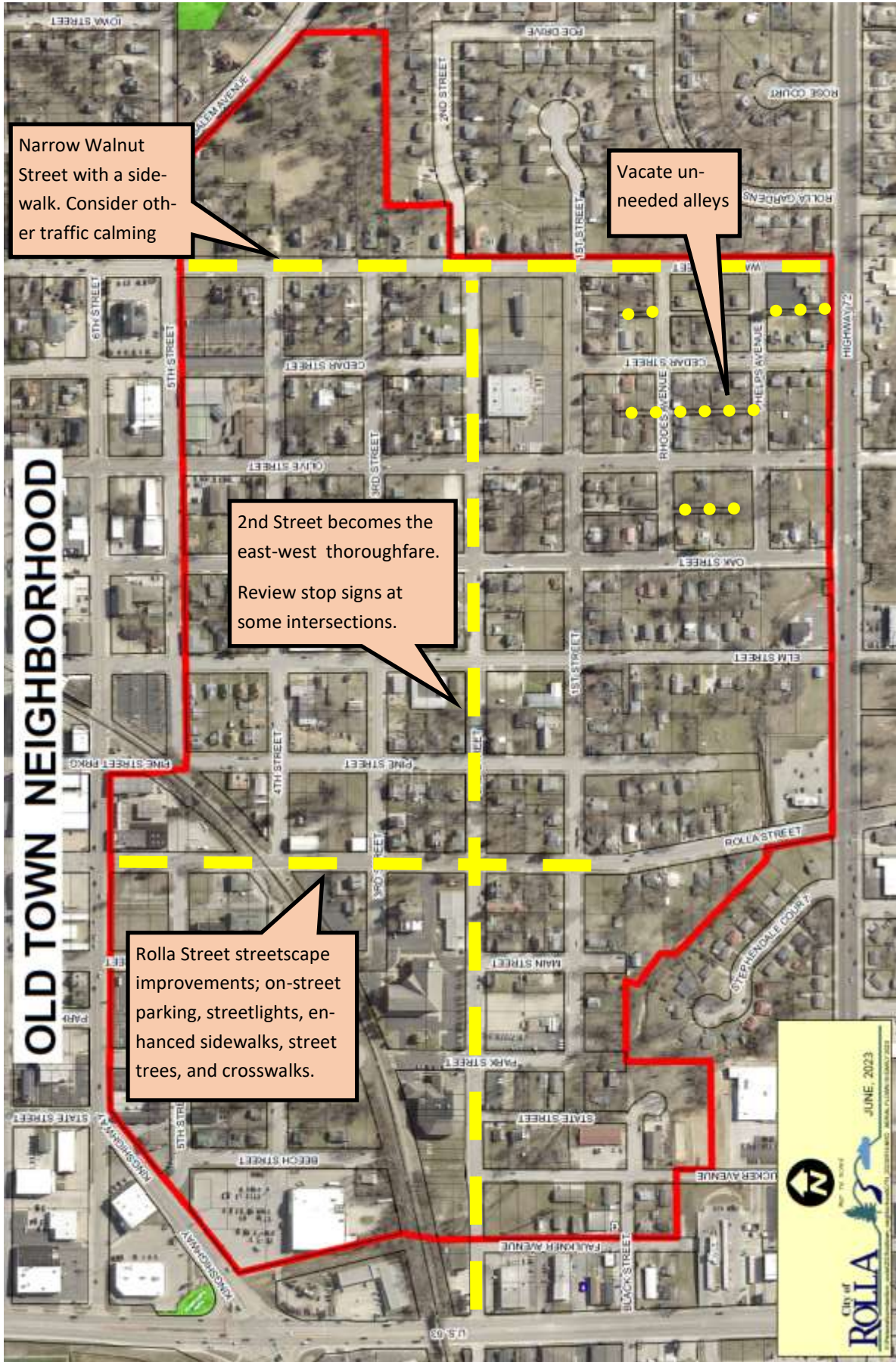
Construct sidewalks along sections of Walnut and 2nd Streets

Construct sidewalks along sections of Rucker and 1st Streets

Consider bicycle infrastructure on Rolla and Walnut Streets

Consider constructing a multi-use trail along Dutro Carter Creek

Construct a multi-use trail on Main, 2nd, and Rolla Streets





Most streets in the Old Town neighborhood are low traffic local streets. Rolla Street is classified in the adopted Major Thoroughfares Plan as a Major Arterial road that connects through the city. Walnut Street is classified as a Collector street that connects between the high school area and Hwy 72.

A traffic speed study was conducted on Rolla Street and Walnut Streets. The study found that although the speed limit is 25mph, 90% or more drivers drive faster than the limit. The average speed on Rolla Street was about 30 mph south of 2nd Street; and on Walnut Street, about 35 mph. The speeds on Walnut Street in particular may not be safe in residential areas.

The speeds on Walnut Street may be decreased by narrowing the street with a sidewalk on the west side. If needed, other traffic calming measures may be considered. There is low demand for on-street parking on Walnut Street, which would allow for the parking to be eliminated.

Third Street is the current east-west corridor for the neighborhood. Switching to 2nd Street as the east-west corridor may make more sense, as 2nd Street connects all the way across the neighborhood from Bishop Ave to a neighborhood to the east.

Changes to the stop sign locations may be needed to encourage use of 2nd Street as the east-west corridor. Stop signs would need to be reviewed at 2nd/Elm, 2nd/Olive, 3rd/Elm, and 3rd/Oak. The stop sign at 3rd/Rolla may need to be moved to 2nd Street if traffic levels increase enough to warrant relocation.

There are a few alleys in the neighborhood that may no longer be needed. Those alleys could be vacated to save costs and allow adjacent property owners additional land.

*Enhance Livability*

Consider traffic calming measures on Rolla and Walnut Streets

Convert 2nd Street to be east-west route; change stops signs on 3rd Street

Vacate any unneeded alleys



Radar Speed Signs are effective at reducing vehicle speeds. Edge line painting, curb extensions (below), on-street parking and street trees can also reduce speeds.



Police patrols, speed bumps, and ordinary speed limit signage are not effective at reducing speeds. Police officers simply cannot patrol all streets at all times. Traffic calming design can reduce speeds.



Edge lines are a cheap, effective way to visually narrow a street and reduce vehicle speeds. Edge lines also can create a shoulder, parking area, or bike lanes.



Old Town sub-area



Rucker Avenue sub-area

The Old Town Neighborhood has three distinct sub-areas, with their own unique characteristics and potential development/redevelopment opportunities.

**The Old Town sub-area** was the first business center of Rolla. The sub-area is generally located just north of the Historic Courthouse and railroad tracks, and separated from most of the Old Town Neighborhood. The sub-area is located adjacent to the downtown and is a prime location for development. In the 1960-70's, all of the remaining original historic buildings in the sub-area were demolished during this urban renewal era.

The sub-area has several opportunities for dense development complementary to the downtown, such as professional offices, retail, restaurants, services, mixed-use, and multi-family. One undeveloped block is located at the corner of two major streets directly across from the downtown. Development of the sub-area could help to expand on the growth in the downtown, yet is currently not zoned to allow the desired land uses. C-C, Center-City zoning would allow for more appropriate development.

**The Rucker Avenue sub-area** is also disconnected from the rest of the Old Town Neighborhood by the railroad and Dutro Carter Creek. The sub-area was formerly a primarily residential area, but has been converted into a highway-oriented or light industrial commercial area.

There is potential for redevelopment for higher value uses such as professional offices, services, and multi-family, except area limited by floodplain. A sidewalk on Rucker Avenue will be needed. The potential Dutro Carter Creek multi-use trail could provide additional connectivity and access to recreation. Although the area is already zoned for commercial uses, appropriate redevelopment of the sub-area should be encouraged.

*Encourage Positive Change*

Rezone Old Town sub-area to the C-C, City Center district

Encourage appropriate redevelopment of Rucker Ave sub-area

Construct sidewalk on Rucker Ave between 2nd St and Hwy 72

**The Historic Courthouse sub-area** is centered around the Historic Courthouse, Phelps County government campus, and along Rolla Street. The sub-area has many existing historic structures, and is adjacent to the downtown and government uses, making the area primed for redevelopment.

The Rolla Street corridor could be redeveloped with professional offices, retail, restaurants, and mixed-use, like a mini-downtown or extension of the downtown. A small hotel/inn or bed and breakfast may even be possible. Townhouses and upper-level apartment units over shops could provide for additional housing. Redevelopment is already occurring on Rolla Street just outside the plan area.

New development could enhance the existing character with design that mimics or complements the older buildings. Decreased setbacks, rear/side parking, porches, front facing doors and windows, brick façades, and architectural details would help new buildings to be compatible.

Rolla Street could be redesigned with on-street parking, enhanced sidewalks, ornate streetlights, and crosswalks. In order to encourage the desired land uses, the zoning in the sub-area will need to be changed to the C-C, Center City district. An overlay district could also be created to require compatible building design.

Phelps County owns several properties in the sub-area and is currently constructing a large addition to the jail. The County also intends to buy additional properties on the south side of 2nd Street for parking and a maintenance shop for the Sheriff's Department.

The Rolla Street corridor could become an extension of the downtown and could serve as catalyst for redevelopment in the other sub-areas and throughout the neighborhood.



*Historic Courthouse sub-area*



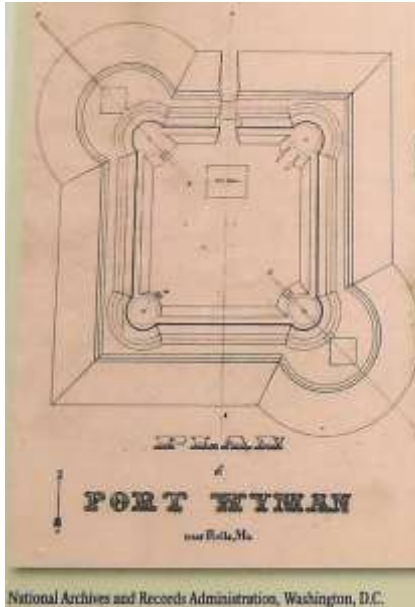
New buildings can be designed to be compatible with older buildings, as demonstrated by the newer duplex at 203 W 3rd Street

*Encourage Positive Change*

Rezone portions of the Historic Courthouse sub-area to the C-C, City Center district

Redesign Rolla Street with on-street parking, wider sidewalks, streetlights, and crosswalks

Consider an Overlay District to require compatible building design



Fort Wyman consisted of an earth embankment with 10 foot tall walls and a moat. The fort was about 300 feet square, with artillery positions with 32 pound cannons. A log powder magazine (gun powder storage) was located within the walls. As a redoubt style fort, it was intended to be a temporary fortification.

**The Historic Courthouse sub-area** also has opportunities for enhancing historical education and attracting tourists to Rolla. As discussed in the History section, the Old Town Neighborhood played an important role in the Civil War history of the town. The area was the center of activity at the time. It was used for soldier encampments and parade grounds, while the courthouse was used for storage, a hospital, and for military offices. Rolla was a railroad terminus that moved military supplies and forces from the East to the West.

However, today the only remnant of the Civil War left in Rolla is the Historic Courthouse. The courthouse itself is no longer used for government functions. The Phelps County Historical Society owns and manages the building, renting out office space and managing the local historical archives. Being over 160 years old, most building components are in need of updating or renovating.

Two major forts protected the city. Fort Wyman was formerly located just over 1/2 mile south of the courthouse on a hill between Fort Wyman Rd and Houston Rd. The fort was in line-of-sight to the courthouse to allow visual communication. The fort was demolished in the 1990's.

Although it may sound crazy at first, it may be possible to construct a smaller-scale replica of Fort Wyman in the Old Town Neighborhood. A location just south of the Historic Courthouse would allow views of the courthouse and be within walking distance. Informational displays could explain Rolla's Civil War history. The fort itself could serve as a park or gathering space and could be used for Civil War reenactments.

If paired with improvements to the Historic Courthouse, the fort and courthouse could function as a museum that may attract tourism to Rolla. While grants are unlikely for routine building maintenance, a larger grant for the creation of a museum and tourism attraction could be possible to facilitate the courthouse renovations and construction of the fort.

Such efforts will require cooperation and buy-in with the Phelps County Historical Society and great community support. Likely, private fundraising will be needed to cover the matching funds for a grant. The specific location of the fort will depend on funding and availability of properties.

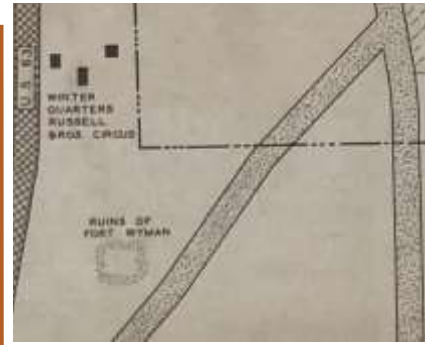
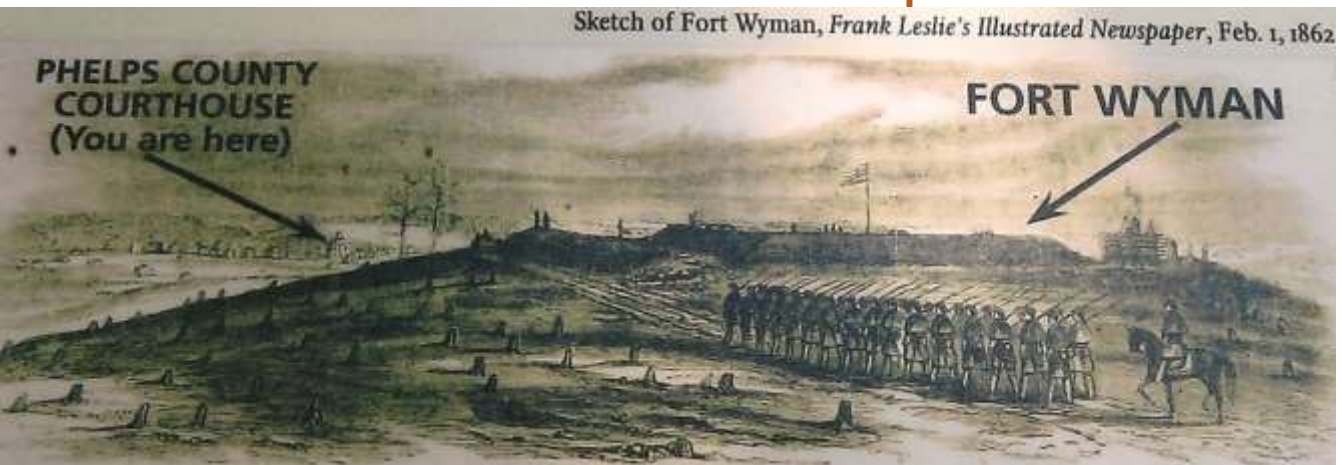
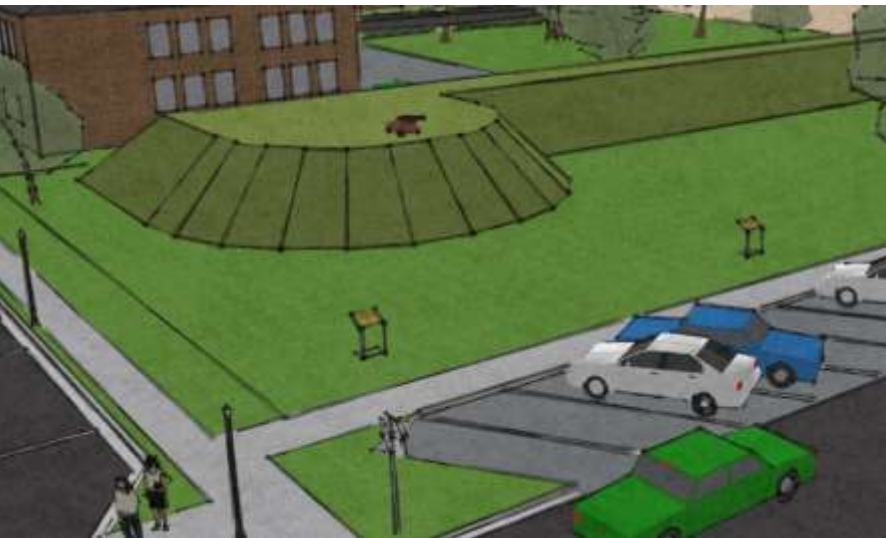


The **Historic Courthouse sub-area** also includes several properties owned by Phelps County. The County has indicated that there is an issue with parking in the area. Although the County is considering adding more parking, which would remove open space adjacent to the Historic Courthouse, it may be possible to consider alternatives. Options include additional on-street parking on Rolla and 2nd Streets and areas on the north side of the Main Street Railroad Bridge, assuming the bridge is repaired. A total of about 130 parking spaces could potentially be added in the courthouse vicinity with a small amount of road widening and striping.

*Encourage Positive Change*

Consider pursuing grants to fund construction of a replica Fort Wyman and renovations to the Historic Courthouse

Work with Phelps County to address parking concerns

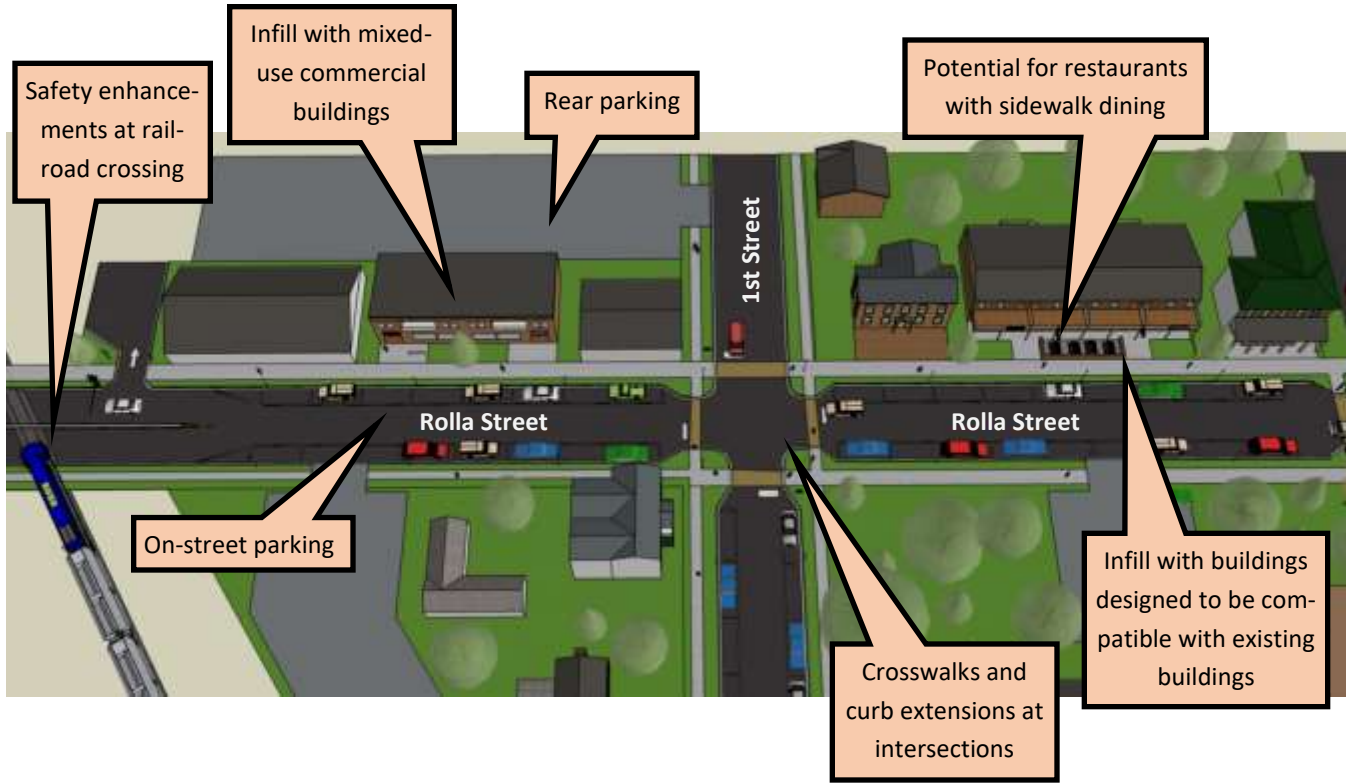


(Above) By 1937, Fort Wyman was in ruins. The ruins were still visible on air photos until redevelopment in the 1970's.

(Left) The image is a concept of what a replica Fort Wyman could look like. One wall with an artillery position to symbolize the fort could be built on half of a block. The ideal location would be the southwest corner of Rolla and 2nd Streets for maximum visibility and proximity to the Historic Courthouse.

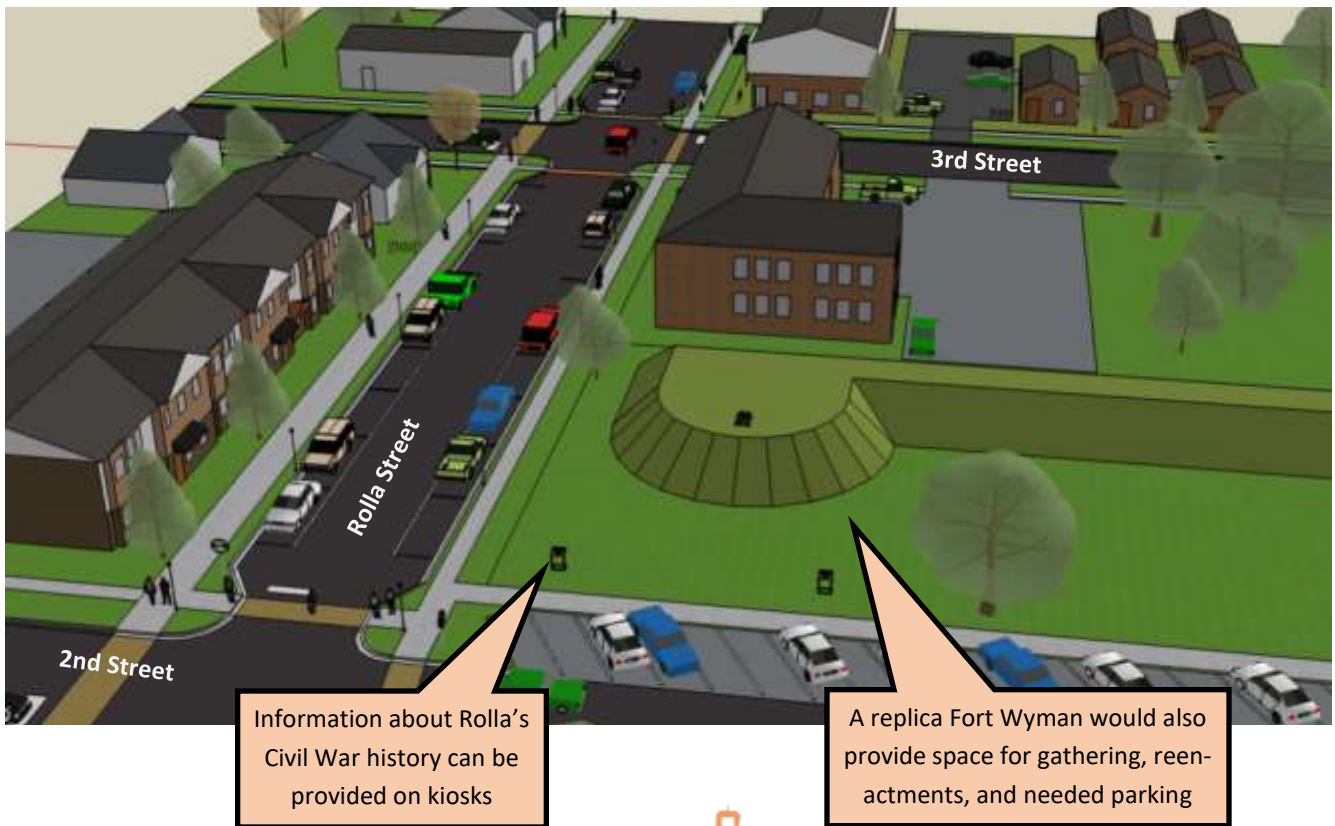
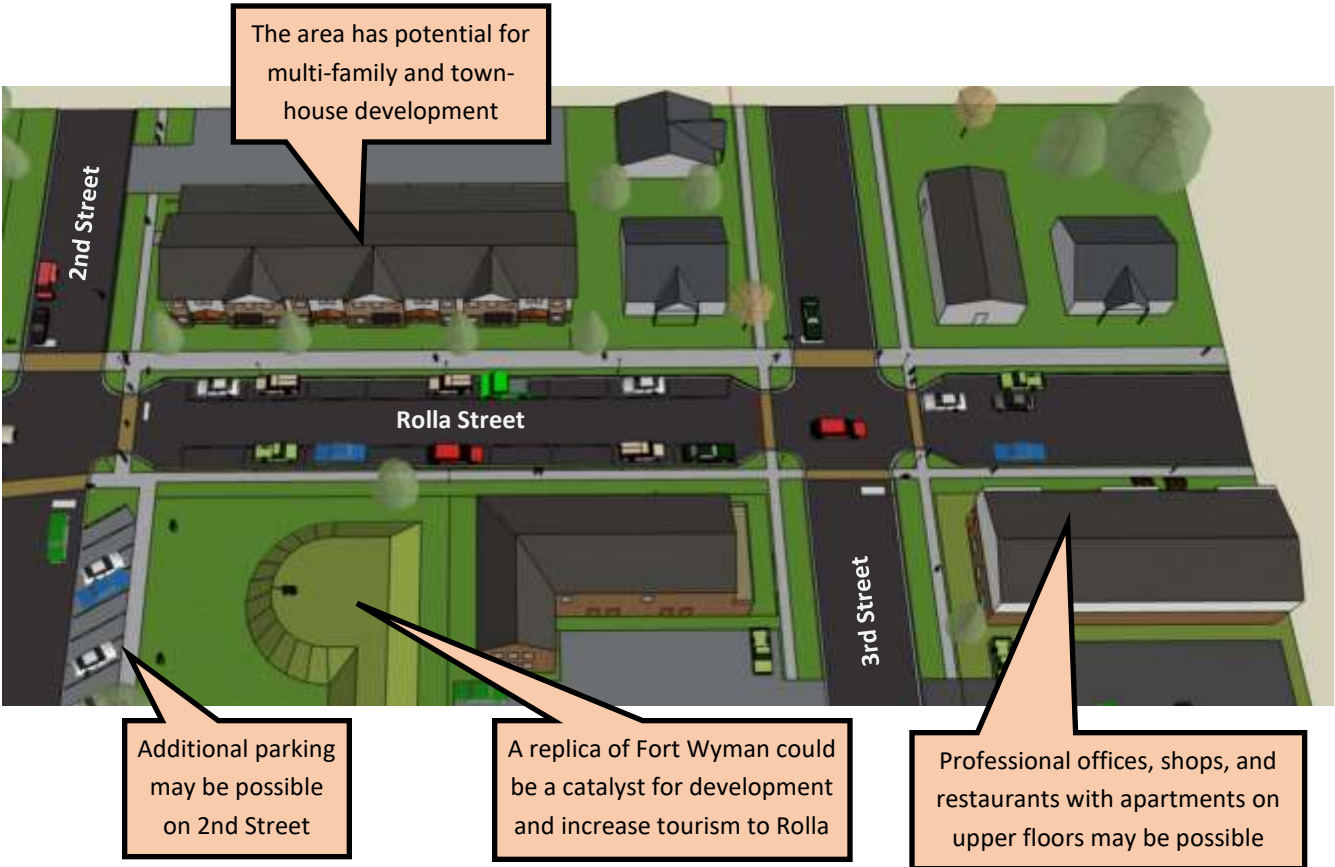
(Below) The area was very different during the Civil War days. Trees were cut for construction and firewood. The fort had a view of the Historic Courthouse. Today, the former fort location is a developed property and trees would obscure the view. Constructing a replica near the Historic Courthouse would allow easier access yet would still allow for a view of the courthouse from the replica fort.

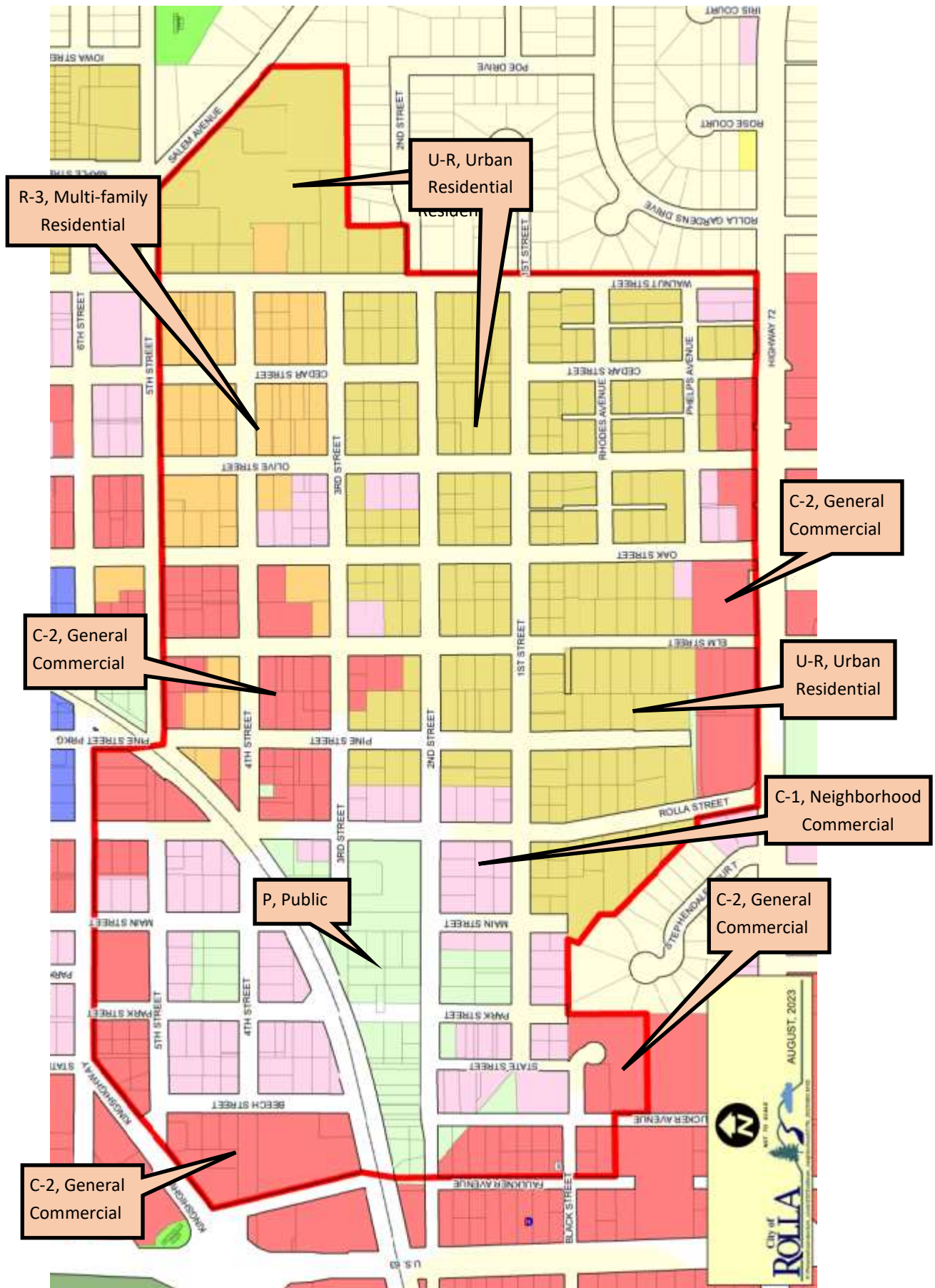
Sub-Areas



The Rolla Street corridor has potential to become a vibrant location, with professional offices, shops, restaurants, and housing. The area could even attract a small hotel/inn or bed and breakfast. The adjacent downtown and government offices should make the Rolla Street corridor an attractive location to invest.







A new Official Zoning Map for the entire city was recently adopted. The new zoning map introduced new zoning districts and removed unneeded districts. The Old Town Neighborhood includes commercial zones such as the C-1, Neighborhood Commercial district and C-2, General Commercial district. Multi-family areas nearer to the downtown are zoned R-3, Multi-family. The R-3 areas may be appropriate to be upzoned to the R-4, Urban Multi-family district in the future.

Large areas of the neighborhood are zoned U-R, Urban Residential. The U-R district is intended to allow for smaller-scale multi-family uses on existing lots. Neighborhood commercial uses are allowed by approval of a Conditional Use Permit. The U-R district should help promote redevelopment more compatible with the existing character of the neighborhood.

Design requirements for the U-R district could be pursued, as the zoning district did not include any. Design requirements such as front porches, front facing door and windows, maximum setbacks, rear/side parking ,and rear/side facing garage doors could be considered.

An overlay district may also be needed for portions of the Historic Courthouse sub-area to encourage appropriate development.

Several older, potentially historic buildings are located in the Old Town Neighborhood. Historical preservation requirements can be a controversial issue. While many feel that tearing down old buildings should be prevented, many also feel that the property owners have the right to develop their land. Identifying which older buildings have historic value may be a compromise, rather than outright prohibiting demolition of older structures.

**C-2, General Commercial**

Front setback: 10 feet  
 Maximum height: 4 stories; 64 feet  
 Parking: 1 per 200 sq. ft.

**C-C, Center City**

Minimum front setback: N/A  
 Maximum front setback: 10 feet  
 Maximum height: N/A  
 Parking: N/A for commercial uses

**U-R, Urban Residential**

Front setback: 10 feet  
 Maximum height: 2 stories; 50 feet  
 Uses: 4 residential units; 5+ w/ CUP; commercial w/ CUP

**R-3, Multi-family**

Front setback: 25 feet  
 Maximum height: 4 stories; 64 feet  
 Uses: 26 residential units per acre

**R-4, Urban Multi-family**

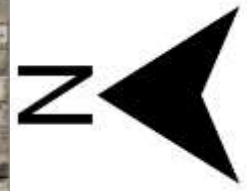
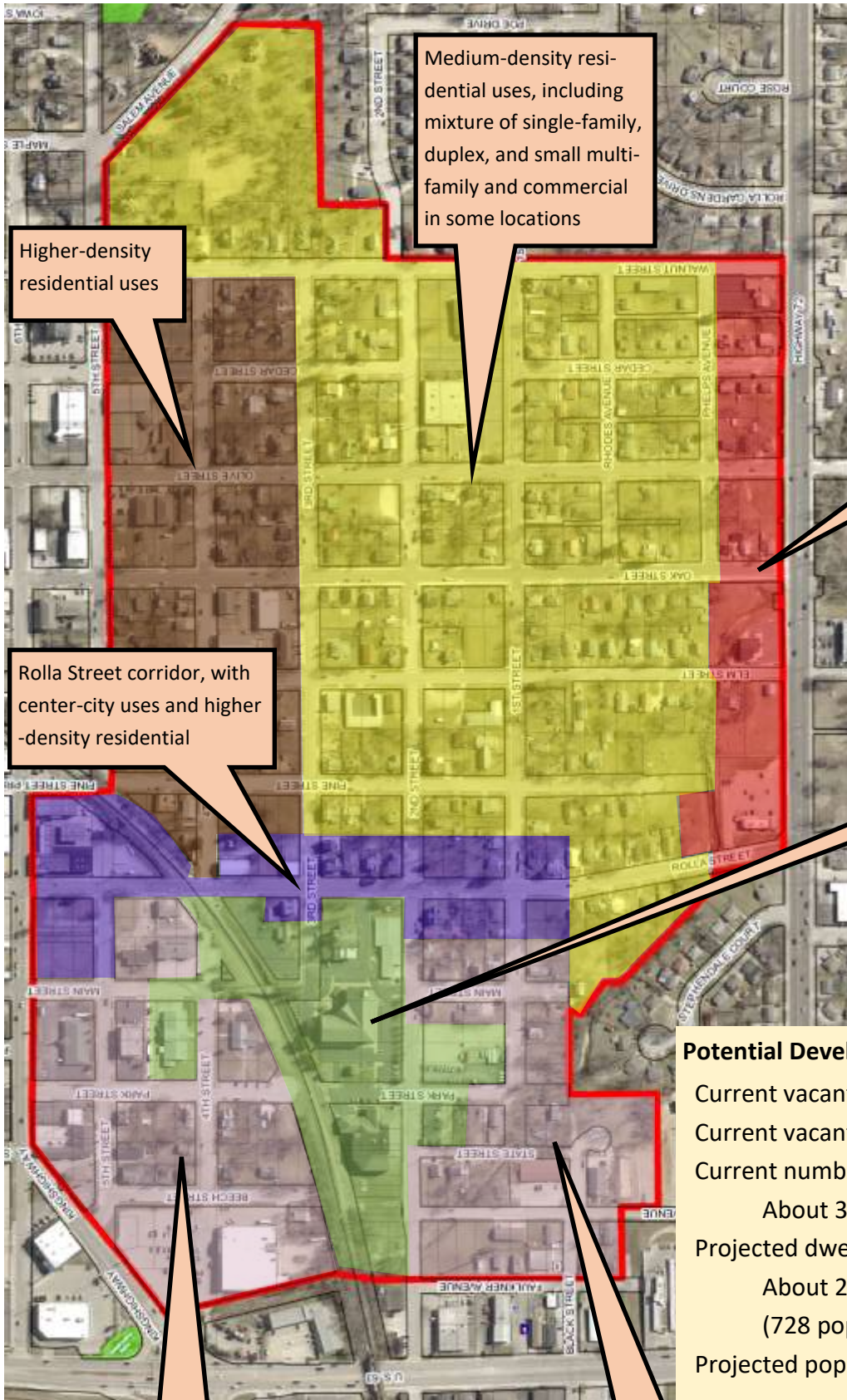
Front setback: 5 feet  
 Maximum height: 5 stories; 75 feet  
 Uses: unlimited residential units

*Encourage Positive Change*

- Consider rezoning R-3 areas to R-4, Urban Multi-family
- Consider design requirements for the U-R, Urban Res. District
- Identify which older buildings have historic value



Future Land Use



Higher-density residential uses

Medium-density residential uses, including mixture of single-family, duplex, and small multi-family and commercial in some locations

Commercial uses along Hwy 72

Rolla Street corridor, with center-city uses and higher-density residential

Government and public uses

**Potential Development Capacity**  
 Current vacant lots: ~55  
 Current vacant dwellings: 6  
 Current number of dwelling units:  
 About 350 (983 population)  
 Projected dwelling units:  
 About 260 additional units  
 (728 population)  
 Projected pop./unit increase: 74%

Commercial and office uses with some multi-family

Commercial and office uses with some multi-family



The Old Town Neighborhood can be divided into six land use areas. The areas range from high-density residential uses and downtown-style commercial uses to highway commercial uses.

The Rolla Street corridor in the Historic Courthouse sub-area would be appropriate for urban-type commercial buildings, with low setbacks, ground-level commercial uses, upper-floor residential uses; and multi-family uses such as apartments or townhouses. The area has potential to become a mini-downtown with professional offices and supporting retail shops and restaurants. The C-C, Center City zoning district would be appropriate for the area.

The Phelps County government campus and some adjacent city-owned properties are government/public uses. The P, Public district is appropriate for all government properties.

The portions of the neighborhood north of 3rd Street have existing multi-family development. Being adjacent to the downtown and already heavily multi-family, the area may be appropriate for R-3, multi-family or R-4, Urban multi-family zoning. Some commercial uses may be appropriate in the area, but existing commercial properties may be more valuable for high-density multi-family use.

The Old Town and Rucker Avenue sub-areas both may be appropriate for retail, office, and multi-family uses. The Old Town sub-area could be rezoned to the C-C, Center City district to allow for the desired mixture of commercial and residential uses. The Rucker Avenue sub-area is already zoned C-1, Neighborhood Commercial and C-2, General Commercial. The zoning would allow for the desired land uses, however, some public investment and encouragement is needed to help investors to understand the potential.

The properties that front on Hwy 72 have been transitioning from single-family residential uses to highway-oriented commercial uses. Hwy 72 is a primary arterial road and a major commercial corridor with about 18,000 vehicles passing by each day. Some properties are impacted by floodplain, limiting the development potential. The properties that front on Hwy 72 are appropriate for commercial uses, such as professional offices, larger retail stores, restaurants, and banks. Much of the frontage is already zoned C-2, General Commercial.

**Overlay Zone:** A special district that imposes additional or different land use or design requirements for a specific area, rather than applying to the entire city. An overlay zone is helpful to establish special requirements for different areas of the city.

**Euclidian Zoning:** The current zoning system in the city, where land is divided into separate zones. Each zone allows for only certain land uses. Generally, land uses such as residential, commercial, and industrial are distinct and only allowed in separate areas of the city.

**Performance-Based Zoning:** A system that allows a land use if certain conditions are met— i.e. commercial uses are allowed along major streets; Multi-family is allowed if certain buffering, setbacks, and landscaping is provided. Some jurisdictions use a point system whereby a use is allowed if an amount of points are received based on the site conditions and design.

**Form-based Code:** A system that divided the city into zones based on the intensity of uses. Lower zones may only allow large-lot agricultural uses, while higher zones would allow most uses inside a building, but with certain architectural requirements. The focus is more on the design and less on the use of the property. Form-based codes are most useful in more dense areas with a mixture of uses.

The neighborhood plan is intended to be a guide for improvements and projects over the next 10 years. Activities are arranged into phases. The first phase would begin immediately after adoption of the plan. The subsequent phases would begin in the following years. Activities within each phase are subject to funding, timing, input received, more detailed study, and priority. Progress should be monitored and reported annually to maintain momentum. Performance can be measured by tracking new development, completing task items, and through a neighborhood survey.

#### Phase I (Beginning immediately after adoption of the plan)

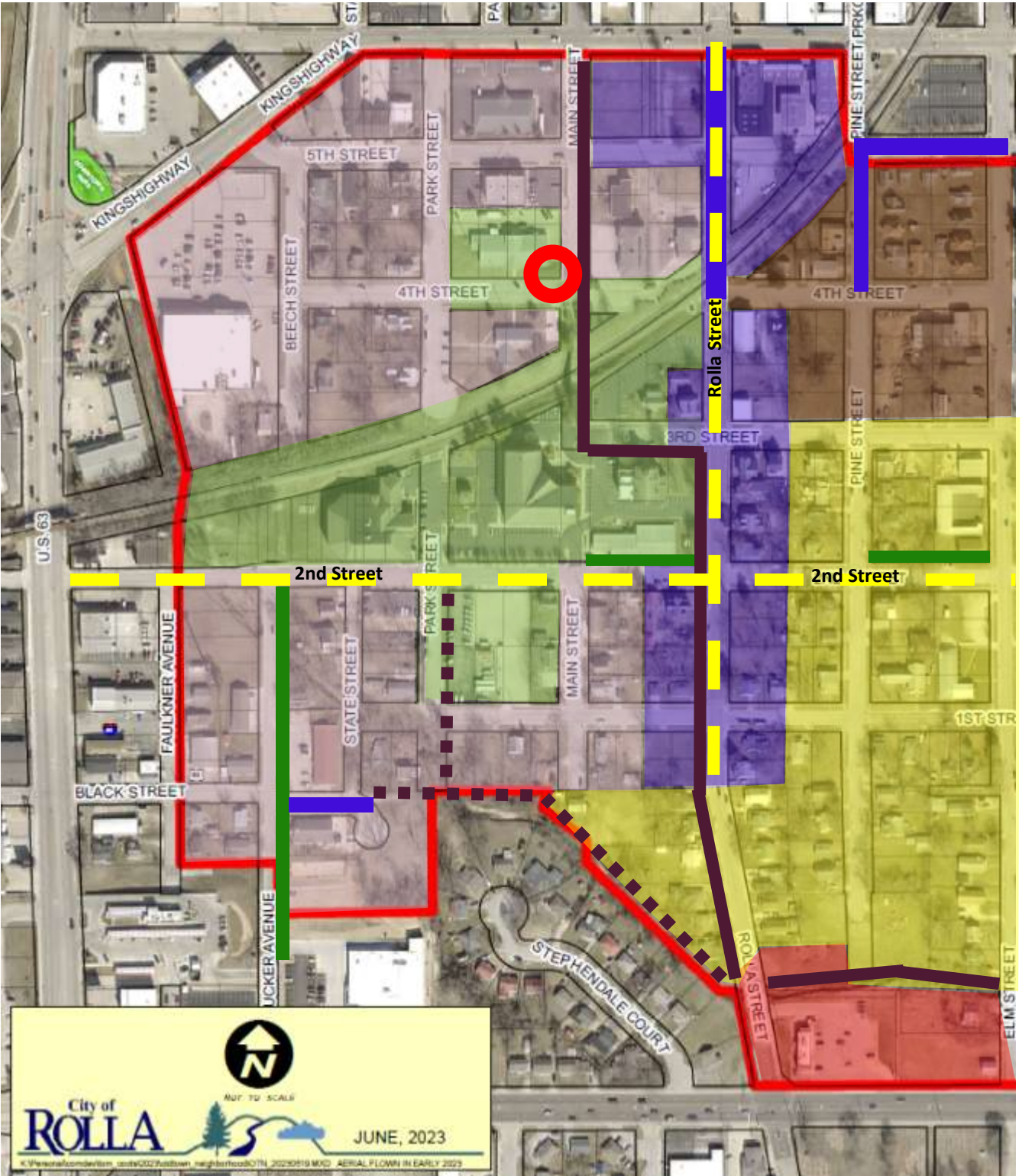
- Conduct a neighborhood sweep for code violations and provide warnings before pursuing fines or enforcement (Community Development)
- Create a neighborhood watch (Rolla Police Department)
- Vacate any unneeded alleys (Community Development)
- Rezone Old Town sub-area to the C-C, City Center district (Community Development)
- Rezone portions of the Historic Courthouse sub-area to the C-C, City Center district (Community Development)

#### Phase II (Short-term)

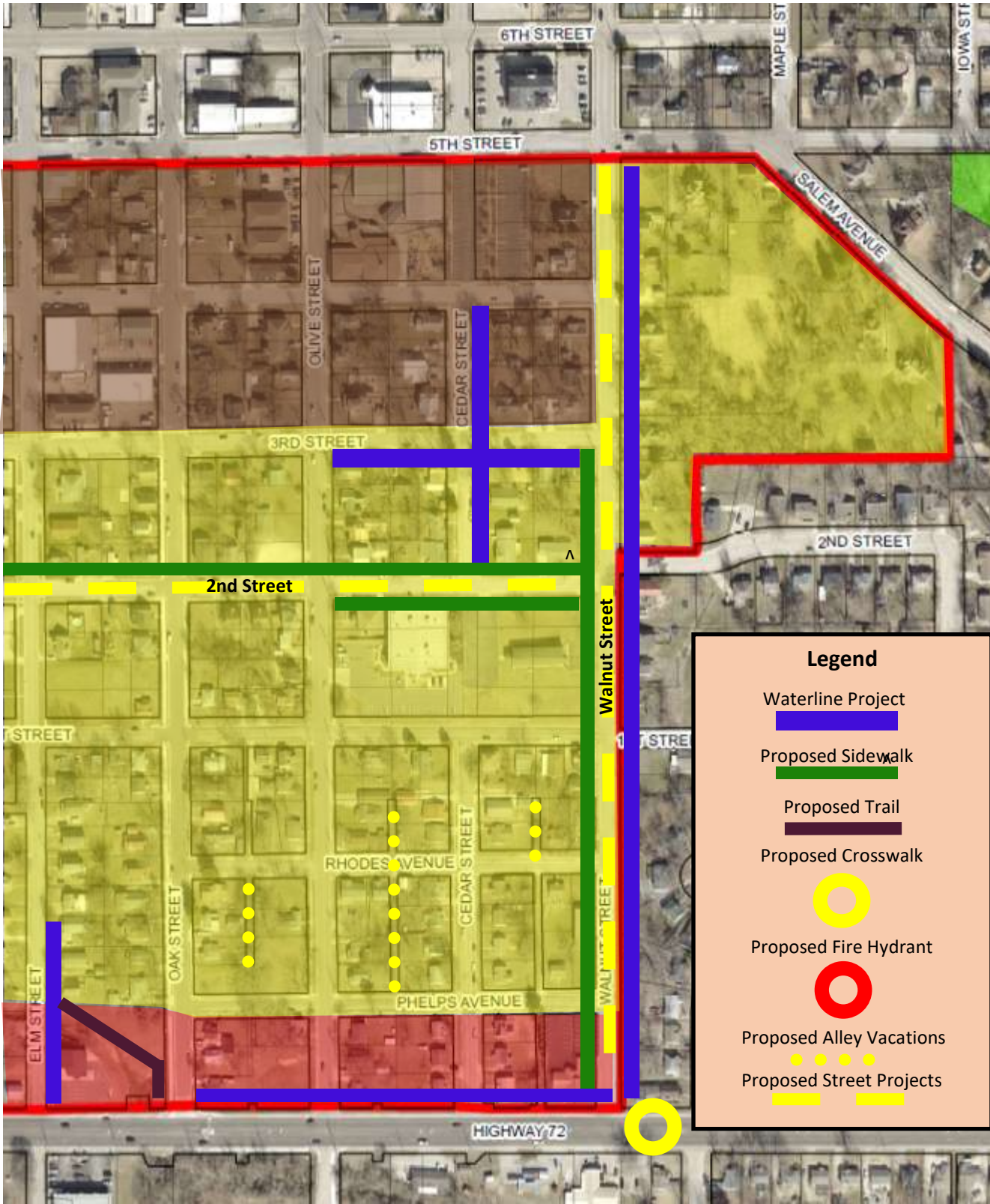
- Begin program to test for lead paint and encourage remediation (Comm. Development)
- Encourage qualifying residents to participate in the MOCA Weatherization Program (Community Development/MOCA)
- Construct sidewalks along sections of Walnut and 2nd Streets (Public Works)
- Consider traffic calming measures on Rolla and Walnut Streets (Public Works)
- Convert 2nd Street to be east-west route; change stops signs on 3rd Street (Public Works)
- Consider an Overlay District to require compatible building design (Comm. Development)
- Consider rezoning R-3 areas to R-4, Urban Multi-family (Community Development)
- Consider design requirements for the U-R, Urban Res. District (Community Development)
- Identify which older buildings have historic value (Community Development)

**Phase III (Long-term)**








- Consider safety improvements to the Rolla Street RR crossing (Public Works)
- Continue to acquire floodplain when possible (Public Works)
- Consider improvements to Dutro Carter Creek (Public Works)
- Install waterlines along Hwy 72 between Oak Street and Walnut Street; Elm Street to Hwy 72; Rolla Street between 4th Street and 6th Street; Cedar Street/3rd Street area; and 5th Street/Pine Street area, as these areas redevelop (RMU)
- Replace waterline along Walnut Street with street project (RMU)
- Install fire hydrant at 2nd Street/Main Street (RMU)
- Construct sidewalks along sections of Rucker and 1st Streets (Public Works)
- Consider bicycle infrastructure on Rolla and Walnut Streets (Public Works)
- Consider constructing a multi-use trail along Dutro Carter Creek (Public Works)
- Construct a multi-use trail on Main, 2nd, and Rolla Streets (Public Works)
- Encourage appropriate redevelopment of Rucker Street sub-area (Comm. Development)
- Construct sidewalk on Rucker Ave between 2nd St and Hwy 72 (Public Works)
- Redesign Rolla Street with on-street parking, wider sidewalks, streetlights, and crosswalks (Public Works)





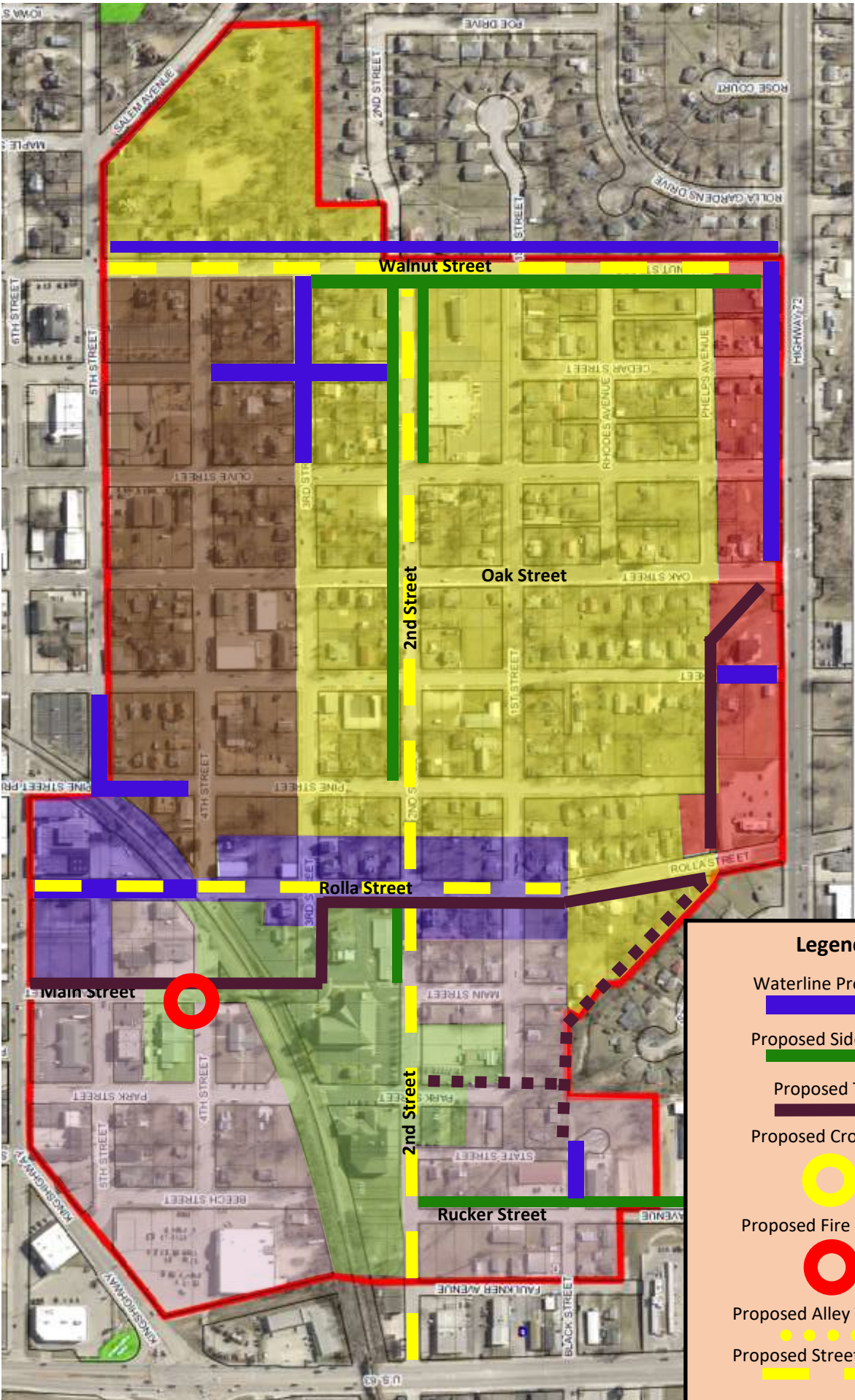


**Legend**

- Waterline Project 
- Proposed Sidewalk 
- Proposed Trail 
- Proposed Crosswalk 
- Proposed Fire Hydrant 
- Proposed Alley Vacations 
- Proposed Street Projects 







**Legend**

- Waterline Project
- Proposed Sidewalk
- Proposed Trail
- Proposed Crosswalk
- Proposed Fire Hydrant
- Proposed Alley Vacations
- Proposed Street Projects

Old Town Neighborhood Plan









NEIGHBORHOOD  
**PLAN**

CITY OF ROLLA  
CITY COUNCIL AGENDA

<b>DEPARTMENT:</b>	Steffanie D. Rogers Finance Director	<b>ACTION REQUESTED:</b>	Motion
<b>DATE:</b>	April 15, 2024	<b>BUDGET APPROPRIATION:</b>	\$ 0.00
<b>SUBJECT:</b>	Consider Motion to Approve Fiscal Year 2023 Independent Audit		

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**COMMENTARY:**

Michael Keenan, Cochran Head Vick & Co, will present an overview of the fiscal year 2023 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 2023.

Preliminary Draft - Subject to Change

**CITY OF ROLLA, MISSOURI**  
**REQUIRED COMMUNICATIONS**  
**AND MANAGEMENT LETTER**

For the Year Ended September 30, 2023

Preliminary Draft - Subject to Change  
**City of Rolla, Missouri**

**Required Communications and Management Letter  
For the Year Ended September 30, 2023**

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Required Communications and Management Letter	1-5



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

We have audited the financial statements of the City of Rolla, Missouri (the City) for the year ended September 30, 2023. 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 September 14, 2023. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Matters**

#### **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 2023. 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, the estimated obligation relating to pension and other post-employment benefits (OPEB), and self-insurance claims payable amounts. We evaluated the key factors and assumptions used in developing the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

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

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

## **Corrected and Uncorrected Misstatements**

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

- Adjustments totaling \$344,322 to correct and properly report sales taxes receivables and related sales tax revenues for the General Fund \$137,759, Street Fund \$176,638, and Park Fund of \$29,925.

## **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 XX, 2024.

## **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, 2023, 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.

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. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section 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.

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 developing a year end closing checklist and closing process ensure that all transactions have been accounted for, are recorded in the proper period, and the financial statements and supporting schedules are fairly stated in material respects.

**OTHER RECOMMENDATIONS**

**Financial Policy and Procedure Review**

Considering the multifaceted nature of the City's services and operations, management should consider completing a comprehensive assessment of the City's financial related policies and procedures. Such assessment might include reviewing and updating significant financial policies and procedures including but not limited to, cash receipts, cash disbursements, purchasing policy, payroll processing and approvals, personnel manual, credit card policy, grants management, budgeting, and financial reporting practices. Well established and defined policies and procedures are the key fundamentals of financial management and internal controls.

## **Management's Response** Preliminary Draft - Subject to Change

There are individual procedure manuals (work instructions) for each of the tasks listed above. These documents are used primarily for new hire training, along with cross-training, at which time each process is evaluated in detail. When technology or internal controls are modified, these documents are updated accordingly. The City agrees to continue to review and update all financial related policies and procedures.

### **Key Employees and Cross Training**

It is not unusual, especially for cities the size of Rolla, to have employees who devote a substantial portion of their career working for the City with some of these employees eventually assuming key positions within City management. Given the considerable amount of operational knowledge and experience of these key employees, 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 recommend 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.

#### Management's Response

The City agrees that succession planning of key management positions is critical to the long-term success of the City. The City continues to explore ways to effectively do so within the constraints of other City needs.

### **Future Accounting Pronouncements**

The Governmental Accounting Standards Board (GASB) has issued the following statements which may impact the City's financial reporting requirements.

- GASB Statement No. 100, *Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62*, effective for the fiscal year beginning October 1, 2023.
- GASB Statement No. 101, *Compensated Absences*, effective for the fiscal year beginning October 1, 2024.
- GASB Statement No. 102, *Certain Risk Disclosures*, effective for the fiscal year beginning October 1, 2024.

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 COMMENTS** Preliminary Draft - Subject to Change

In the prior year, we suggested certain comments and recommendations in regard to the City’s accounting, internal control, and financial reporting issue. The following table summarizes the nature and significance of the comments as described in the prior year’s report and our determination of the status of the comment.

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.
Contractual, Intergovernmental and Development Agreements	The City has entered into an assortment of contractual, intergovernmental and development agreements. The contract provision requirements under some of these agreements are often complex, with events occurring that may require the recording of an accounting transaction which are often triggered by a non-cash transaction or event. These types of accounting transactions are not always readily known or detected by finance personnel in the normal course of performing their assigned functions. We recommend that management review the processes related to the identification and recording of these types of accounting transactions.	We continue to recommend that the City continue reviewing current policies and procedures related to these agreements.
Future Accounting Pronouncements	We recommended that management review upcoming standards to determine what impact they may have on the City’s financial reporting.	The City implemented all applicable standards that became effective during fiscal year 2023. 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.

*Hood & Associates CPA PC*

Kansas City, Missouri  
April XX, 2024



## ROLLA CITY CLERK DOCUMENT DESTRUCTION REPORT

SS#	Document content	created	retention schedule	min retention	available destruction	expiration	location	DB#
54	RFP and Bid Proposals 2012-2017		GS 055	5			Box 3&4	
316	General and Transitory Correspondence (Emails) 2020 and older		GS012	1			E	E
	Surplus Property Sales 2016-2018		muni0764	5			Box 3	
	Expired Airport Hangar and Ground Leases 2016-2018		GS060	5			Box 3	
	Public Notices 2017-2019		GS022	3			Box 3	
	Job Postings 2021		GS 062	3			Box 3	
	Records Requests 2018-2019		GS066	3			Box 3	
15	Lease to purchase 75' Aerial Fire Apparatus	2/26/2007	GS 060	5	12/30/2023	5/1/2018	FC1D1	8
102	Dictaphone 5000 for RPD	3/9/1984	GS060	5	12/30/1994	3/9/1989	Box 2	91
103	Davis Lynn and Moots CPA	8/19/1998	GS060	5	12/30/2005	12/30/2000	Box 2	92
104	Edgar Springs Rural Fire MA agreement	3/18/1994	GS060	5	12/30/2002	3/18/1997	Box 2	93
106	ESFD reciprocal agreement	1/8/1990	GS060	5	12/30/2000	1/8/1995	Box 2	95
107	Fire Protection Agreement - Multiple agencies-	9/7/2004	GS060	5	12/30/2005	1/8/2000	Box 2	96
113	MOU-Fire Protection Agreement with Cuba	10/27/2004	GS060	5	12/30/2002	10/27/2009	Box 2	103
114	MOU-Fire Protection Agreement with Lebanon	8/6/1997	GS060	5	12/30/2007	8/6/2002	Box 2	104
115	Commercial Lease with First Christian Church for parking	1/22/2002	GS060	5	12/30/2017	2/8/2012	Box 2	105
116	Parking Lot Lease with First United Methodist Church	1/6/2004	GS060	5	12/30/2004	5/31/2019	Box 2	106
117	Contract with Ft Leonard Wood Regional Commerce & growth Assoc.	7/1/2004	GS060	5	12/30/2010	6/30/2005	Box 2	107
123	Personal Services Contract - Patrick King City Attorney	5/1/1993	GS060	5	12/30/1999	4/30/1994	Box 2	113

125	MA Fire with Joplin Post event for FEMA repayment	8/1/2011	GS060	5	12/30/2000	12/30/2015	Box 2	115
126	Agreement Midwest Remediation Inc for Aircraft re-fueling system replacement	7/31/2003	GS060	5	12/30/2010	12/30/2005	Box 2	116
127	Newburg agreement to dispose of animals	2/5/1990	GS060	5	12/30/1995	12/30/1993	Box 2	117
128	Parking lot lease - Niemiller & Jenks	1/1/1980	GS060	5	12/30/1990	12/30/1985	Box 2	118
129	Contract for deed selling property to Tracy Knight	2/20/1981	GS060	5	12/30/1990	2/20/1983	Box 2	119
130	Contract with Maggi Construction for Sidewalk improvements	6/1/1992	GS060	5	12/30/1997	12/30/1992	Box 2	120
131	Contract with Maggi Construction for Phelps County Landfill Improvements	7/2/1997	GS060	5	12/30/2002	12/30/1997	Box 2	121
132	Contract with Maggi Construction for Curb and Gutter repair	8/23/1998	GS060	5	12/30/2003	12/30/1998	Box 2	122
135	Property Lease for Haying Services with Landfill Board	4/4/2006	GS060	5	12/30/2016	4/4/2011	Box 2	135
136	Sewer Agreement with Oak Knoll Country Estates	1/8/1990	GS060	5	12/30/2000	11/6/1995	Box 2	136
137	Sanitary Sewer Extension agreement project 96 John Meyer Construction 10th street	6/1/1992	GS060	5	12/30/1998	6/1/1993	Box 2	137
138	Contract with Insituform for FY2011 sanitary sewer line reconstruction	1/1/2012	GS060	5	12/30/2017	12/30/2012	Box 2	138
146	Agreement with Elgin Surveying and Engineering for Lions Drive easements and right of way review	3/2/1998	GS060	5	12/30/2004	12/30/1999	Box 2	146
147	Contract for Services with ETC Institute for Direction Finder Citizen Survey	9/10/2003	GS060	5	12/30/2009	12/30/2004	Box 2	147
148	Cash Contract for the sale of Fire Apparatus to Dent County Fire	6/30/1992	GS060	5	12/30/1997	12/30/1992	Box 2	148
150	Agreement for Professional Engineering Services with Horner and Shifrin.	11/4/1996	GS060	5	12/30/2002	12/30/1997	Box 2	150
151	Fidelity Cable Vision Franchise Agreement	2/3/1992	GS060	5	12/30/2013	12/30/2007	Box 2	151

156	Agreement with Hogan construction for the New fire House	11/17/1993	GS060	5	12/31/1999	5/31/1994	Box 2	156
157	Agreement Certificates of Participation Series 2012B Gilmore and Bell for Disinfection IMPS-SEWWTP	8/29/2012	GS060	5	12/31/2018	12/31/2013	Box 2	157
158	Agreement with Hogan Construction for New Fire House	11/17/1993	GS060	5	12/31/1999	12/31/1994	Box 2	158
159	Agreement with Grand Slam for Batting Cages	4/14/1988	GS060	5	12/31/1995	11/1/1989	Box 2	159
165	Phone agreement Kantel Communication (Cell Block Phone)	2/23/1990	GS60	5	12/30/2001	12/31/1996	Box 2	165
168	Seller agreement/listing agreement Investment Realty	8/22/2006	GS60	5	12/31/2012	8/31/2007	Box 2	168
170	Jacobs The Centre Natatorim Mechanical Upgrades	4/18/2012	GS60	5	12/31/2017	12/31/2012	Box 2	170
173	LAMAR billboard contract	1/1/2009		5	12/31/2007	12/31/2009	Box 2	173
174	Cooperative program agreement with Linn State Tech for ground leveling for athletic fields	10/3/1995	GS60	5	12/31/2002	12/31/1996	Box 2	174
175	Burns & Mcdonald Professionals Engineering Services Agreement for Lovers Lane and Industrial Drive	12/2/1996	GS60	5	12/31/2001	12/31/1996	Box 2	175
176	Contract for Project No. 152D-Overhead door replacement with Miller Door	9/1/1998	GS60	5	12/31/2003	12/31/1998	Box 2	176
178	Technical assistance contract with MRPC for MHDC rural community development program lead risk reduction for rural families	5/1/2000	GS60	5	12/31/2006	12/31/2001	Box 2	178
179	Technical assistance contract for grant preparation MRPC Meramec Regional Planning Commission	12/28/2011	GS60	5	12/31/2017	12/31/2012	Box 2	179
180	Contract for codification services from MRPC Meramec Regional Planning Commission	12/22/1999	GS60	5	12/31/2006	12/31/2000	Box 2	180



	Technical Assistance Contract to update the Rolla local emergency operation plan MRPC Meramec Regional Planning Commission	8/14/2003	GS60	5	12/31/2008	12/31/2004	Box 2	181
181	Maintenance Agreement with Danka industries Inc for Microfilm Reader/printer	9/8/1995	GS60	5	12/31/2000	12/31/1995	Box 2	182
182	Community development block grant DED 97-ND-010 housing rehabs	8/15/1997	GS60	5	12/31/2006	9/30/2000	Box 2	185
185	AGREEMENT MML PAY STUDY	2/11/1975	GS60	5	12/31/1981	12/31/1976	Box 2	200
200	TECHNICAL ASSISTANCE MRPC ANNUAL COMPETITION GRANT	1997 AND 2002	GS 040	3	12/31/2006	12/31/2002	Box 2	202
202	LEASE RCDC AND MO-SCI CORP	5/1/1993	GS060	5	12/31/2004	12/31/1998	Box 2	203
204	National Championship Tournament Agreement	12/14/2009	GS060	5	12/31/2015	8/31/2010	Box 2	204
205	CASH CONTRACT FOR EMERGENCY APPARATUS (FIRETRUCK)	8/28/1991	GS060	5	12/31/1997	12/31/1991	Box 2	205
206	LEASE OF OLD COURTHOUSE FOR MUNI COURT	7/1/2004	GS060	5	12/31/2010	12/31/2005	Box 2	206
207	AGREEMENT FOR UNDERWRITING SERVICES	9/17/2012	GS060	5	12/31/2020	12/31/2015	Box 2	207
208	CONTRACT FOR SERVICES WITH AUDUBON REGIONAL NATURE CENTER	8/12/2002	GS060	5	12/31/2010	12/31/2005	Box 2	209
209	PROFESSIONAL SERVICES AGREEMENT THE PAR GROUP	12/9/1996	GS060	5	12/31/2002	12/31/1997	Box 2	210
210	PROPERTY SALE AT 18TH AND OSJ TO PHELP CO MONUMENT CO	8/15/2011	0764 muni	5	12/31/2017	12/31/2012	Box 2	211
211	LIABILITY OF INSURANCE FOR PARKVIEW SEWER DISTRICT	8/16/1993	GS060	5	12/31/2005	12/31/1999	Box 2	214
214	COMPANY AGREEMENT WITH PCB @ ACH'S	9/14/1995	GS060	5	12/31/2005		Box 2	215
215	AGREEMENT WITH PHELPS COUNTY COMMUNITY PARTNERSHIP	9/9/2000	GS060	5	12/31/2005	12/31/2000	Box 2	217
217	CONTRACT WITH PHELPS COUNTY JAIL FOR INCARCERATION OF PRISONERS		GS060		12/31/1996	12/31/1991	Box 2	218

220	TECHNICAL ASSISTANCE CONTRACT PHELPS COUNTY LANDFILL	8/28/2014	GS060	5	12/31/2022	10/31/2017	Box 2	220
221	3RD FLOOR LEASE BY CIRCUIT COURT IN 1980'S	9/21/1982	GS060	5	12/31/1995	12/31/1990	Box 2	221
222	CONTRACT WITH PIERCE MANUFACTURING FOR QUANTUM PUMPER	3/17/1998	GS060	5	12/31/2004	12/31/1998	Box 2	222
225	AGREEMENT BETWEEN ARCHITECT AND OWNER POEPPING, STONE, BACH, & ASSOCIATES	11/20/1992	GS060	5	12/31/1999	12/31/1993	Box 2	225
228	Piney Bowes sales agreement	11/3/1994	GS060	5	12/31/2005	12/31/1999	Box 2	228
230	CONTRACT RUSSELL HOUSE GRANT PROGRAM (VARIOUS)	8/16/2010	GS060	5	12/31/2016	3/31/2011	Box 2	230
231	court ZIERCHER & HOCKER SETTLEMENT (CLOSED) JENNIFER RUTH	7/10/1997	GS 058	6	12/31/2002	12/31/1997	Box 2	231
232	MOU WITH RMU FOR BROADBAND SERVICE	1/1/2006	GS 060	5	12/31/2013	12/31/2008	Box 2	232
234	court RELEASE AND COVENANT NOT TO SUE BY GERDA YASUDA	1/29/1981	GS 058	6	12/31/1988	12/31/1987	Box 2	234
235	court settlement with Letha and James Gray.	10/6/1982	GS 058	6	12/31/1989		Box 2	235
237	RACAL-MILGO MAINTENANCE AGREEMENT FOR RPD	1/1/1989	GS 060	5	12/31/1999		Box 2	237
240	Rolla Public Schools Storm Water Imps agreement	11/1/2001	GS 060	5	12/31/2022	12/31/2016	Box 2	240
244	REDC Agreement	3/1/1993	GS060	5	12/31/2000	12/31/1994	Box 2	244
247	Court misappropriation of funds statements Sadler	4/26/1978	GS 058	6	12/31/1985		Box 2	247
249	St. Louis Quint Concepts consulting agreement	6/7/2001	GS 060	5	12/31/2006	9/25/2001	Box 2	249
250	Mutual Aid Fire Agreement scanned to city clerk file "MA Agreements"						Box 2	250
251	SCT GOVERNMENT SYSTEMS INC LICENSE AGREEMENT	5/29/1997	GS 060	5	12/31/2002	12/31/1997	Box 2	251

	MEMO OF AGREEMENT FOR FIRE STATION/POLICE STATION IMPROVEMENTS								
252	STUDY	3/20/1991	GS 060	5	12/31/1996	5/20/1991	Box 2	252	
253	Lease agreement with Vineyard Christian Church	10/3/2005	GS 060	5	12/31/2011	3/31/2006	Box 2	253	
256	agreement for fire chiefs personal pager	4/10/1996	GS 060	5	12/31/2006	12/31/2001	Box 2	256	
257	lease agreement for farm tanks Airport 8 year pay off	4/9/2004	GS 060	5	12/31/2018	12/31/2012	Box 2	257	
258	memo of understanding traffic study rolla school campus's	9/24/2004	GS 060	5	12/31/2009	12/31/2004	Box 2	258	
262	Sewer agreement UMR	12/24/1975	GS 060	5	12/31/2023		Box 2	262	
263	Contract for legal services Weier, Hockensmith & Sherby	12/16/1988	GS 060	5	12/31/1995	12/31/1990	Box 2	263	
265	Lease and termination of Smith Sand and Gravel	11/22/2005	GS 060	5	12/31/2012	1/1/2006	Box 2	265	
268	cash contract for snorkel fire truck sale	11/4/1991	GS 060	5	12/31/1997	12/31/1992	Box 2	268	
270	Fourth Amendment of Commercial Lease Steven L. Smith	1/6/2012	GS 060	5	12/31/2020	1/5/2014	Box 2	270	
272	Sprint United Telephone Centurion Maintenance Agreement	1/4/1996	GS 060	5	12/31/2002	12/31/1997	Box 2	272	
273	Pasture Lease Steven Smith	1/20/2010	GS 060	5	12/31/2018	1/5/2012	Box 2	273	
275	Agreement for Engineering Services Anderson and Associates Consulting Engineers	11/4/1996	GS 060	5	12/31/2003	12/31/1997	Box 2	275	
280	Agreement Section 125 Plan with Small Parker and Blossom (SPAB)	10/31/1998	GS 060	5	12/31/2005	12/31/1999	Box 2	280	
282	Agreement for construction and operation of landfill at Rolla	4/15/1994	GS 060	5	12/31/2010	4/1/2004	Box 2	282	
285	Southwest Missouri State University - job description agreement	3/5/2002	GS 060	5	12/31/2008	12/31/2003	Box 2	285	
315	Mutual Assistance Agreement St James	Dec-73					Box 2	315	

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**Laura Johnson**  
PHELPS COUNTY CLERK

200 North Main, Suite 102  
Rolla, Missouri 65401

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

April 5th, 2024

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

VERIFICATION BOARD  
CERTIFICATION OF ELECTION RESULTS  
APRIL 2, 2024 GENERAL MUNICIPAL ELECTION  
FOR THE CITY OF ROLLA

<b>Municipal Judge *</b>	Regular Votes	Absentee Votes	Total
Bradley Neckermann	737	105	842
<b>City Attorney *</b>	Regular Votes	Absentee Votes	Total
Katie Fox	738	105	843
<b>Representative Ward 1</b>	Regular Votes	Absentee Votes	Total
Michael Dowdy Benivamonde	27	7	34
Mattias Penner (Write-in)	Write-in Votes 58	0	58
<b>Representative Ward 2 *</b>	Regular Votes	Absentee Votes	Total
Nathan Chirban	77	39	116
<b>Representative Ward 3 *</b>	Regular Votes	Absentee Votes	Total
Tyler Paul	58	3	61
Steve Jackson	119	9	128



<b>Representative Ward 4 *</b>	Regular Votes	Absentee Votes	Total
Jaired Hall	207	16	223
William K. Hahn II	260	12	272

<b>Representative Ward 5 *</b>	Regular Votes	Absentee Votes	Total
Kevin Greven	58	6	64

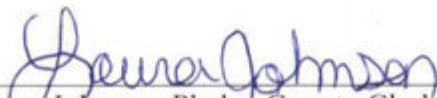
<b>Representative Ward 6 *</b>	Regular Votes	Absentee Votes	Total
Tina Balch	15	16	31

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

<b>Question</b>	Regular Votes	Absentee Votes	Total
Yes	735	94	829
No	183	23	206

  
 Elizabeth Pross  
 Democratic Verification Judge

  
 Ellen Williamson  
 Republican Verification Judge

  
 Laura Johnson, Phelps County Clerk

Food trucks

Parking

Shade pop-ups

E 9th St

Photo Booth

N Oak St

Stage

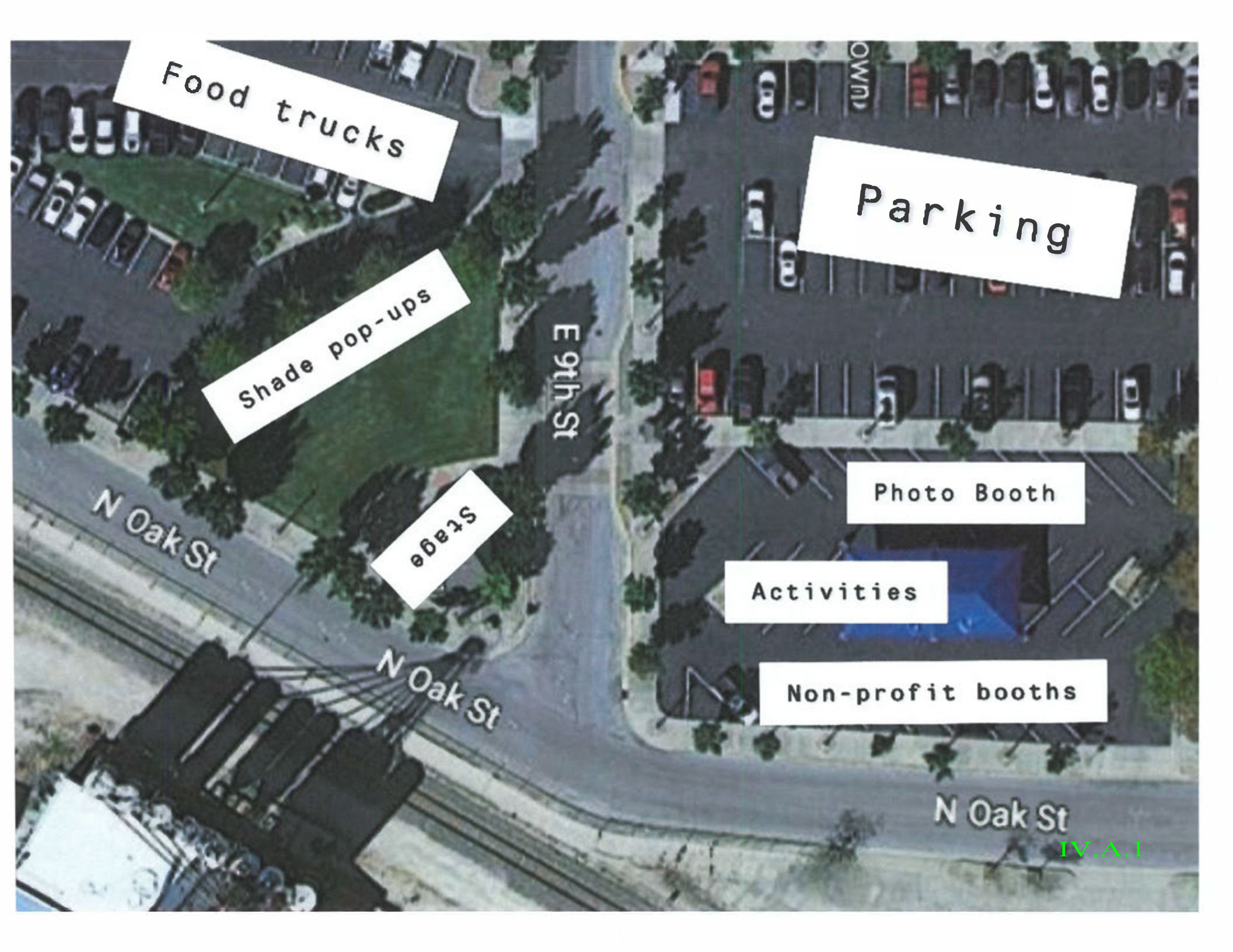
Activities

Non-profit booths

N Oak St

N Oak St

IV.A.1



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CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: 1<sup>st</sup> Reading

ITEM/SUBJECT: Ordinance Codifying Adult Use Recreational Marijuana Sales Tax

TOTAL BUDGET APPROPRIATION: \$225,000 +/- DATE: April 15, 2024

\*\*\*\*\*

COMMENTARY:

Missouri voters authorized Adult Use Recreational Marijuana in November 2022 via Constitutional Amendment. Said amendment allowed cities to enact a 2% (additional) sales tax on retail marijuana sales (not medical use). Rolla voters overwhelmingly approved the 3% tax at the April 2<sup>nd</sup> election. The Mo Dept. of Revenue has been notified of the approval which will take effect on October 1, 2024. The attached ordinance amends Chapter 37 of the Rolla City code to codify same.

Recommendation: 1<sup>st</sup> reading

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

AN ORDINANCE AMENDING CHAPTER 37 OF THE ROLLA CITY CODE AND ENACTING A NEW SECTION IMPLEMENTING A SALES TAX AT THE RATE OF 3% FOR ADULT USE RECREATIONAL MARIJUANA FOR GENERAL FUND NEEDS.

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

Section 1: That Section 37-25 of the Rolla City Code is hereby added to read as follows:

Sec. 37-25. Adult Recreational Use Marijuana Tax at 3%

(a) Effective October 1, 2024, there shall be a sales tax equivalent to three percent (3%) on all adult recreational use marijuana sales in the City of Rolla for General Fund needs as approved by Rolla voters on April 2, 2024.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6<sup>th</sup> DAY OF MAY 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
LOUIS J. MAGDITS, IV, MAYOR

\_\_\_\_\_  
CAROL L. DANIELS, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
NATHAN NICKOLAUS, CITY COUNSELOR



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** Chief, Jeff Breen      **ACTION REQUESTED:** Resolution

**ITEM/SUBJECT:** Resolution authorizing subaward agreement with Missouri Department of Public Safety for the replacement of First Responder Equipment

**BUDGET APPROPRIATION \$55,818.00**

**DATE:** April 15, 2024

---

**COMMENTARY:**

The City of Rolla Fire & Rescue submitted an application to the Department of Public Safety for American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for a First Responder Equipment Grant.

The Fire Department was selected for funding in the amount of \$27,909.00.

As a condition of the award, the City is required to contribute a cost match in the amount of \$27,909.00, or fifty (50) percent of the total approved project costs of \$55,818.00.

We plan to use these funds for Turn out Gear expenses. In this current fiscal year the fire department has Budgeted for the full amount of anticipated Turnout Gear expenses not knowing if we would be awarded this Grant.

The City of Rolla Fire & Rescue is asking City Council to certify our acceptance of this grant funding by authorizing the Mayor to sign the Sub award Agreement.

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ITEM NO. VI.B.1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE A SUBAWARD AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY REGARDING ARPA GRANT FUNDS FOR FIRST RESPONDER EQUIPMENT.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a subaward agreement with the Department of Public Safety regarding ARPA grant funds for First Responder Equipment; a copy of said contract being attached hereto and marked Exhibit A.

**Section 2:** That this resolution 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 15<sup>TH</sup> DAY OF APRIL 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

# Globe ATHLETIX™ Jacket



Innovative material technology enables an all-new athletic design with unique stretch fabrics that allow closer, body-contoured fit to provide unprecedented range of motion with less bulk, more flexibility, and lighter weight.

- More streamlined design with vertical seaming reduces oversize in front chest, bulk under SCBA, and stiffness in front closure
- PBI® STRETCH fabric with KEVLAR® allows closer, less bulky fit with unprecedented range of motion and more flexibility while providing premium thermal break open protection
- More flexible seams are safety-stitched and double-needle top-stitched for strength but are less bulky and lay flatter

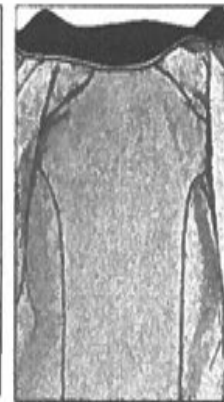
ASK A QUESTION



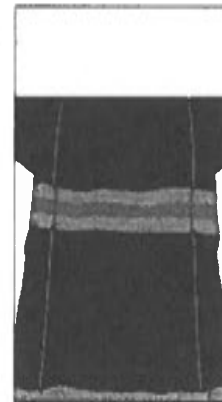
**Less Bulky, Softer, and More Adjustable Collar**  
Interfaces better with hood and helmet and reduces head restriction



**DRD Opening in the Collar**  
Takes bulk out of the upper back and allows better access above the SCBA



**Stretch Panels**  
In the thermal barrier work with the stretch outer shell to provide maximum range of motion and minimum



**Elasticized Side Panels**  
Provide flexible, more athletic fit at the waist



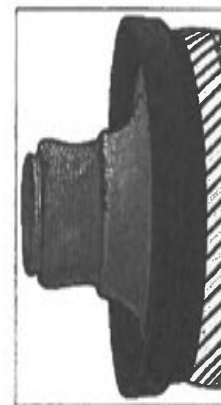
**Articulated Elbows**  
For body-contoured fit with minimum restriction



**Overlapping Front Closure with Optional Zippergripper™ (patent pending)**  
To reduce bulk and permit quicker and easier donning and doffing



**Cargo Pockets with Grip Tabs**  
For quicker and easier access to all your stuff in the minimum amount of time



**Telescoping Sleeve Band with Double Wristers**  
Keeps water out and adds thermal protection



**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

April 5, 2024

Mr. Louis Magdits, Mayor  
Rolla, Fire and Rescue, City of  
1490 E. 10<sup>th</sup> St.  
Rolla, MO 65401

RE: SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds  
(SLFRF) First Responder Equipment Grant (FREG)  
Award #SLFRP4542-FREG56

Dear Mr. Magdits:

Thank you for your recent application submission to the SFY 2024 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Equipment Grant (FREG). Your application #166414 has been selected for funding in the amount of \$27,909.05. As a condition of the award, you are required to contribute a cost match in the amount of \$27,909.05, or fifty (50) percent of the total approved project costs of \$55,818.10.

Enclosed is the SFY 2024 ARPA SLFRF FREG Subaward Agreement for Rolla, Fire and Rescue. The Missouri Department of Public Safety asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than May 5, 2024.

The project period of performance for this award begins February 1, 2024 and ends June 30, 2026.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Rolla, Fire and Rescue received a total score of two (2), which classifies the agency as a low risk subrecipient of noncompliance with the SFY 2024 ARPA SLFRF FREG.



We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Adriana Budean at (573) 522-1800 or [Ada.Budean@dps.mo.gov](mailto:Ada.Budean@dps.mo.gov).

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter". The signature is written in a cursive style with a large initial "J" and "M".

Joni McCarter, Program Manager  
Missouri Department of Public Safety  
Office of Homeland Security

Attachment(s): Subaward Agreement  
Articles of Agreement/Special Conditions



**Missouri Department of Public Safety**  
**Office of Homeland Security**  
**DPS Grants**  
 P.O. Box 749, Jefferson City, MO 65101  
 Telephone: 573-522-6125 Fax: 573-526-9012

**SUBAWARD AGREEMENT**

SUBRECIPIENT NAME		DATE	
Rolla, Fire and Rescue, City of		04/05/2024	
ADDRESS		FEDERAL IDENTIFICATION NUMBER	OHS CONTROL NUMBER
1490 E. 10 <sup>th</sup> St.		SLFRP4542	FREG56
CITY		UEI NUMBER	
Rolla	STATE	CCUNJ12EUKC5	
	MO		
TOTAL AMOUNT OF THE FEDERAL AWARD		ZIP CODE	
\$55,818.10		65401	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION	
\$27,909.05		\$27,909.05	
TOTAL APPROVED COST SHARING OR MATCHING			
\$27,909.05			
PROJECT PERIOD FROM	PROJECT PERIOD TO	FEDERAL AWARD DATE	
02/01/2024	06/30/2026	05/10/2021	
PROJECT TITLE		FUNDED BY	
SFY24 ARPA FREG – Rolla, Fire and Rescue, City of		American Rescue Plan Act	
FEDERAL AWARDOING AGENCY	PASS THROUGH ENTITY	IS THIS AWARD R&D	INDIRECT COST RATE
Department of Treasury	MO Office of Administration/MO Department of Public Safety	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER		METHOD OF PAYMENT (Reimbursement – Advanced)	
21.027		Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME		NAME	
Adriana Budean		Jeff Breen, Fire Chief	
E-MAIL ADDRESS		ADDRESS (If different from above)	
Ada.Budean@dps.mo.gov		1490 E. 10 <sup>th</sup> St.	
TELEPHONE		CITY, STATE AND ZIP CODE	
(573) 522-1800		Rolla, MO 65401	
PROGRAM MANAGER		TELEPHONE	E-MAIL ADDRESS
Joni McCarter		(573) 364-3989	jbreen@rollacity.org
SUMMARY DESCRIPTION OF PROJECT			
<p>The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Equipment Grant (FREG) provides grant funding for first responder agencies located within third class counties to support equipment needs for first responder activities.</p>			
AWARDOING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
Sandra K. Karsten, Director		Louis Magdits, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
<p><b>THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b></p>			

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article I – Missouri Department of Public Safety, Specific**

By accepting this award, the subrecipient agrees:

1. All contractual provisions required by the Missouri Office of Administration and Department of Treasury are set forth in the Memorandum of Agreement (MOA) in Appendix I. Subrecipients shall comply and include each of these provisions in any subcontract that subrecipient enters into under this subaward. Except when the subaward provides more restrictive terms, all of the Missouri Office of Administration and Department of Treasury mandated terms will be deemed to control in the event of a conflict with other provisions contained in the subaward. Subrecipients shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Department of Public Safety (DPS) requests that would cause the DPS to be in violation of Appendix I.
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
3. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. For Contractual Services the following general requirements must be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period and contain all applicable Federal contract provisions as found in 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS for review or be readily available for review prior to execution of the contract.
5. DPS reserves the right to terminate any contract entered into as a result of this award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

documents, data, and reports prepared by the subrecipient under the contract shall, at the option of DPS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

6. In the event DPS determines that changes are necessary to the subaward document after a subaward has been made, including changes to the period of performance or terms and conditions, the subrecipient will be notified of the changes in writing. Once the notification has been made, any subsequent request for funds will indicate the subrecipient's acceptance of the changes to the subaward.
7. Prior written approval from DPS is required prior to making any change to the DPS approved budget for this award.
8. To submit Grant Status Reports to DPS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS within 45 days after the end of the project period.
9. All items that meet the DPS definition of equipment that are purchased with ARPA SLFRF FREG Funds must be tagged "Purchased with U.S. Department of Treasury Funds."
10. Procurement:  
The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition.
  - a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
  - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

AUTHORIZED OFFICIAL INITIALS
------------------------------

GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

11. Buy American:

The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

12. Buy Missouri:

The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

13. Debarment/Suspension:

The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.

14. Unlawful Employment Practices:

The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

15. Discrimination in Public Accommodations:

The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

16. Monitoring:

The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.

17. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo which

AUTHORIZED OFFICIAL INITIALS



GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Agencies that are not compliant at the time of application will only be eligible to apply for grant funds to assist the agency in becoming compliant with Section 43.505 RSMo. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with section 43.505 RSMo for the duration of the grant period of performance.

b. Vehicle Stops:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the grant period of performance.

c. Police Use of Force Transparency Act of 2021:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.1265 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with section 590.1265 RSMo for the duration of the grant period of performance.

d. Federal Equitable Sharing Funds:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.

f. Data Reporting Requirements:

The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.

g. Body Armor:

The subrecipient understands, that body armor purchased with ARPA funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

h. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

i. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

j. Rap Back Program Participation:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

k. Custodial Interrogations:

The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

18. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

19. Emergency Medical Service providers must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Ambulance License:

The subrecipient assures, where the project agency has an ambulance service, its agency is in compliance with Section 190.105 RSMo, by holding a currently valid license from the state of Missouri Department of Health and Senior Services for an ambulance service pursuant to the provisions of Sections 190.001 RSMo to 190.245 RSMo.

b. Emergency Medical Response Agency (EMRA) License:

The subrecipient assures, where the project agency is an emergency medical response agency that provides advanced life support or provides the services of an emergency medical response agency that provides advanced life support, its agency is in compliance with Section 190.133(4) RSMo by holding a license by the state of Missouri Department of Health and Senior Services.

20. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing [mshphelpdesk@mshp.dps.mo.gov](mailto:mshphelpdesk@mshp.dps.mo.gov).

c. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.

e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM American Rescue Plan Act	SUBRECIPIENT Rolla, Fire and Rescue, City of
AWARD NUMBER SLFRP4542-FREG56	DATE 04/05/2024
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21. The subrecipient agency must attend and complete the SFY 2024 ARPA SLFRF FREG Compliance Workshop. No claims will be reimbursed by DPS/OHS until a member of the subrecipient agency has completed the Compliance Workshop.

AUTHORIZED OFFICIAL INITIALS
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## **APPENDIX I – MEMORANDUM OF AGREEMENT**

### **TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS**

I. **Use of Funds: Rolla, Fire and Rescue, City of** (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

**Period of Performance:** The period of performance for this award begins on **02/01/2024** and ends on **06/30/2026**. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than **12/31/2024**.

**Reporting:** Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>1</sup>

**Maintenance of and Access to Records:** Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to the Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.<sup>2</sup>

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.<sup>3</sup>

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<sup>1</sup> For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

<sup>2</sup> For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have access to the subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part.”

<sup>3</sup> For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.



Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury’s implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part’s Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by

the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban

text messaging while driving.<sup>4</sup>

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.

*Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's

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<sup>4</sup> Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>5</sup>

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

<sup>5</sup> Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021

\*\*\*\*\*THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS\*\*\*\*\*

III. This grant to **Rolla, Fire and Rescue, City of** (“Grantee”) constitutes a subaward<sup>6</sup> of federal financial assistance<sup>7</sup> provided to the State of Missouri (“State”) by the U.S. Department of Treasury.

The Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient<sup>8</sup> and the State is a pass-through entity<sup>9</sup> for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier **Rolla, Fire and Rescue, City of**)
- Subrecipient's unique entity identifier: **CCUNJ12EUKC5**
- Federal Award Identification Number (FAIN): **SLFRP4542**
- Federal Award Date of award to the recipient by the Federal agency: **5/10/2021**
- Subaward Period of Performance Start and End Date: **02/01/2024 – 6/30/2026**
- Subaward Budget Period Start and End Date: **02/01/2024 – 8/15/2026**
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **\$27,909.05.**
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$27,909.05.**
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: **\$27,909.05.**
- Total Approved Cost Sharing or Matching Funds: 50% Cash (Hard Match) or In-Kind. In kind match can be considered, so long as it is specific to the project. Cost share or match expenditures retroactive to March 2020 are eligible to meet the match requirement. Expenditures must be tied to the project and be reasonable.
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local

<sup>6</sup> “Subaward” is defined at 2 C.F.R. § 200.1.

<sup>7</sup> “Federal financial assistance” is defined at 2 C.F.R. § 200.1

<sup>8</sup> “Subrecipient” is defined at 2 C.F.R. § 200.1.

<sup>9</sup> “Pass-through entity” is defined at 2 C.F.R. § 200.1.



government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
  - Name: **Adriana Budean**
  - Phone Number: **(573) 522-1800**
  - Email Address: **Ada.Budean@dps.mo.gov**
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: **N/A**.
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: **N/A**

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.<sup>10</sup>

\_\_\_\_\_  
Signature of Grantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**<sup>11</sup>

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (see Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for "Record Retention and Access," which should be read in concert with the several terms and conditions of this agreement. Subpart E, "Cost Principles," begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. See 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on "Reasonable Costs," 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of "Selected Items of Cost," and "General Provisions" for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. See 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. See n.12 above, and the authorities there cited.

<sup>10</sup> Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

<sup>11</sup> 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* See also 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance**

**First Reading**

**ITEM/SUBJECT: Highway 72 Bridge Slab Stabilization**

**BUDGET APPROPRIATION: TDD Funded**

**DATE: 04/15/24**

\*\*\*\*\*

**COMMENTARY:**

Staff is proposing to utilize a MoDOT contract for slab stabilization on the Highway 72 bridge. The approach slabs have experienced some settling. To correct this settling the contractor will use a high density polyurethane treatment that prolongs the pavement life by filling the voids and eliminating the settling. This is done to provide a smooth transition from the pavement to the bridge.

City staff is proposing to use MoDOT contract 230519-S01 to complete this work. The low bidder on the MoDOT contract was:

**Raising Solutions, LLC  
1564 Highway 28  
Owensville, MO 65066**

**\$3.85 per pound**

Staff is estimating 10,000 pounds of the high density polyurethane treatment will be needed for a project total of \$38,500.00

Staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Raising Solutions, LLC for \$38,500.00.

**ITEM NO. \_\_\_\_\_ VI.C.1**

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND RAISING SOLUTIONS, 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 Raising Solutions, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15TH DAY OF APRIL 2024.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Raising Solutions, 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: **Highway 72 Bridge Slab Stabilization**, in complete accord with the Contract Documents and the said plans and specifications of MoDOT contract 230519-S01; 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 **Highway 72 Bridge Slab Stabilization**.



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 \$38,500.00 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.

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

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

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

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

CITY OF ROLLA, MISSOURI

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

**STATE OF MISSOURI  
HIGHWAYS and TRANSPORTATION COMMISSION**

JEFFERSON CITY, MISSOURI

**CONSTRUCTING OR IMPROVING**  
**Contract I.D.** 230519-S01

THIS JOB SHALL BE CONSTRUCTED UNDER  
FEDERAL PROJECT NUMBER(S): P231001

Job JSTM0036 Various Routes Various Counties

## Contract Check Sheet

Please use this sheet to assure that the Contract Bond, the Contractor's Acknowledgment, and Worker Verification Affidavit sheets are correct.

1. \_\_\_\_ Print Surety's name on page 1 of 2 of the Contract Bond.
2. \_\_\_\_ Complete and seal all information required on page 2 of 2 of the Contract Bond.  
**(Corporations and Incorporations that do not have a seal, write "No Seal".)**
3. \_\_\_\_ Notarize Section 1, page 1 of 2 of the Contractor Acknowledgment if the Contractor is an individual.  
  
Notarize Section 2, page 1 of 2 of the Contractor Acknowledgment if the Contractor is a partnership or unincorporated company.  
  
Notarize Section 3, page 2 of 2 of the Contractor Acknowledgment if the Contractor is a corporation.
4. \_\_\_\_ Attach original Power of Attorney form.
5. \_\_\_\_ Submit Annual Worker Eligibility Verification Affidavit, with attached documentation of enrollment/participation in federal work authorization program (such as a copy of the Contractor's E-Verify Memorandum of Understanding with the Department of Homeland Security) if one is not currently on file with MoDOT.
6. \_\_\_\_ Return the **ORIGINAL hard copy Bond, Acknowledgement and Power of Attorney** within 15 calendar days to:

For UPS and FedEx:

**Missouri Department of Transportation  
Design Division  
105 W. Capitol  
Jefferson City, MO 65102**

For United Postal Service:

**Missouri Department of Transportation  
Design Division  
P.O. Box 270  
Jefferson City, MO 65102**

**NOTICE TO CONTRACTORS**

Electronic bids submitted through the Bid Express website for the proposed work will be received by the Missouri Highways and Transportation Commission until 11:00 o'clock a.m. (prevailing local time) on 05/19/2023.

Bid bonds will be received at the office of the Secretary to the Commission in the Missouri Department of Transportation Central Office Building, 105 West Capitol Avenue, Jefferson City, Missouri; delivered by US Mail should be mailed to: Missouri Highways and Transportation Commission, Attention: State Design Engineer/Bid Bond, P.O. Box 270, Jefferson City, MO 65102 or delivered by parcel delivery services, (such as UPS, Fed Ex, DHL, etc.) should be shipped to Missouri Highways and Transportation Commission, Attention: State Design Engineer/Bid Bond, 105 West Capitol Avenue, Jefferson City, MO 65102.

(1) PROPOSED WORK: The proposed work, hereinafter called the work, includes:

\*\*\*\*(1): Job JSTM0036 Route Various Various County.

On-call slab stabilization statewide, the total length of improvement being 0.0 miles.

If more than one Job Number is listed for this call, then combination bids will be required on the Jobs listed above.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. All questions concerning the bid document preparation shall be directed to the Central Office - Design Division at (573) 751-2876.

(3) PERIOD OF PERFORMANCE: If the bid is accepted, the bidder shall continuously and diligently prosecute the work in such order and manner as will ensure the completion of the work within the time specified in the Job Special Provisions in accordance with Sec 108.

(4) LIQUIDATED DAMAGES: The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages as specified in the Job Special Provisions to be recovered in accordance with Sec 108.

(5) ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:



<u>Line Number</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension Price</u>
Section 0001					
Roadway Items - JSTM0036					
0010	6259911	394350.000	LB	\$3.85000	\$1,518,247.50
MISC. Slab Jacking Material High Density Polyurethane					
-----					
Section 0001 Total					\$1,518,247.50
-----					
Item Total					\$1,518,247.50
-----					

# ***National Tennis Month Proclamation***

***WHEREAS:*** *The City of Rolla, Missouri was proudly recognized as the "Member Organization of the Year" by the United States Tennis Association Missouri District in November 2023; and*

***WHEREAS:*** *On May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and*

***WHEREAS:*** *The USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and*

***WHEREAS:*** *The USTA is the largest tennis organization in the world, with over 600,000 members from every corner of the country; and*

***WHEREAS:*** *The USTA proudly partners with local tennis programs to showcase the important health, social and education benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition or ability, through its USTA adaptive grants; and*

***WHEREAS:*** *The latest research by the Physical Activity Council shows that more than 23.6 million Americans play tennis; and*

***WHEREAS:*** *By increasing the accessibility of tennis for citizens of Rolla or all ages and ability, the USTA has contributed to making our community happier and healthier; and*

***WHEREAS:*** *USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players find courts and play opportunities in their communities; and*

***NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim May 2024:***

## ***"NATIONAL TENNIS MONTH"***

***In the City of Rolla, Missouri. I urge all citizens to support National Tennis Month and in so doing promote physical activity for 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 1st Day of May In the Year of Our Lord, Two-Thousand Twenty Four.***

***Louis J. Magdits IV***  
Louis J. Magdits IV (Mar 25, 2024 15:31 CDT)

***Louis J. Magdits IV, Mayor***



# Proclamation

WHEREAS, emergencies can occur at any time that require law enforcement, fire, or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of law enforcement officers, firefighters, and EMS providers is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our law enforcement officers, firefighters, and EMS providers is dependent upon the quality and accuracy of information obtained from citizens who contact ***PHELPS COUNTY CENTRAL COMMUNICATIONS***; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and EMS providers by monitoring their activities by radio, providing them information, and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators are critical in improving the chance of survival for patients who experience sudden cardiac arrest by recognizing the need for cardiopulmonary resuscitation and other lifesaving interventions prior to arrival of EMS; and,

WHEREAS, Public Safety Telecommunicators of ***PHELPS COUNTY CENTRAL COMMUNICATIONS*** has contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

WHEREAS, each telecommunicator has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Magdits, declare **April 14 - 20, 2024 to be National Public Safety Telecommunicators Week** in the City of Rolla in honor of the individuals whose diligence and professionalism keep our community and citizens safe.



*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 15th Day of April In the Year of Our Lord Two Thousand and Twenty Four.*

---

*Mayor, Louis J. Magdits IV*

My name is Justin Renaud, and I am the Communications Director at Greentree Christian Church where I manage all social media and create video content for the church. I have lived in Rolla with my wife and 4 kids since 2010 and am passionate about sports and many other activities. Previously, I served on the board for the Rolla Area Youth Soccer League for 8 years, overseeing the program as president for two years ending in the Spring of 2023. Over the years, my family has participated in nearly every outdoor activity possible--from sand volleyball, disc golf, and pickleball to baseball, soccer, track, and cross country. I want to help ensure that Rolla has quality outdoor spaces and opportunities for all families and all ages.

--

Justin Renaud  
Visual Arts Director  
Greentree Christian Church  
573-202-6366  
Cell: 573-263-2222  
[www.greentreerolla.org](http://www.greentreerolla.org)

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Aimee Campbell brings over 15 years of dedicated experience in marketing and promoting the Rolla community. Serving as the Tourism Director for the Rolla Chamber of Commerce, she serves as a liaison for tourism-related businesses and organizations, fostering strong partnerships and collaborations. Aimee's expertise extends to working with tour groups, ensuring memorable experiences for visitors exploring Rolla's rich offerings. She meticulously plans and organizes events that spotlight the city's unique charm, fostering economic growth and highlighting local businesses. A creative force, Aimee also possesses proficiency in graphic design and leverages the power of social media to amplify Rolla's tourism initiatives, engaging audiences near and far. Furthermore, she spearheads print and digital advertising campaigns to promote Rolla's events and attractions effectively. Aimee is proficient in securing grant funding for marketing initiatives and oversees grant programs dedicated to enhancing community events in Rolla. Passionate about showcasing Rolla, Aimee Campbell is dedicated to driving tourism growth and enhancing the city's reputation as a destination for sports events, conferences, and leisure travel.





## **Bradley Clay, PE**

**Project Manager**

**Missouri S&T**

**Design, Construction and Space Management**

### **Biography**

Bradley works at Missouri S&T as a project manager. He is a licensed engineer in the State of Missouri and has a Civil Engineering degree from the Missouri University of Science and Technology. He had led multiple projects ranging from small parking lot jobs to large 30,000+ SF buildings. Throughout his career Bradley has worked with many different cities and municipalities to complete projects that better the community.

Bradley lives in Rolla, MO with his wife and two kids in their old farmhouse that was built in 1859. In his spare time Bradley enjoys time with his family outdoors, renovating their house and volunteering at his church.