

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

**COUNCIL PRAYER**

Ministerial Alliance

**Rolla City Council Meeting  
Monday, December 21, 2020  
901 North Elm Street  
City Hall Council Chambers  
6:30 P.M.**

**PLEDGE OF ALLEGIANCE**

Councilperson Marie Allen

**I. PUBLIC HEARINGS**

None.

**II. SPECIAL PRESENTATIONS**

A) ETC Institute, Chris Tatham “Leading the Way” award. (Presented via ZOOM.)

**III. OLD BUSINESS**

A) **Ordinance** authorizing the execution of agreement with Skyscraper Marine, LLC dba Tubbs & Son Construction. (City Engineer, Darin Pryor) – **Final Reading**

**IV. NEW BUSINESS**

A) **Resolution** authorizing the execution of a real estate state agreement/ quit claim deed at 1612 Heller Street, Lot 14 Frisco addition with Steven Farley. (City Administrator John Butz) –**Motion**

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

None

**VI. MAYOR/CITY COUNCIL COMMENTS**

Reappointment of Mr. Bob Anderson to Planning & Zoning Commission (October 2024)

**VII. CITIZEN COMMUNICATION**

- A) Open Citizen Communication
- B) Bryce Crowley – Church Occupancy Issues

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

**IX. CLOSED SESSION**

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

A) Legal work product

**X. ADJOURNMENT**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Bid Award / Ordinance** Final Reading

**ITEM/SUBJECT: Project #359 – University Drive Demolition**

**BUDGET APPROPRIATION: TDD Funded** **DATE: 12/21/20**

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**COMMENTARY:**

City staff received bids for the demolition of structures for the University Drive Realignment project. This project will remove 14 residential structures and 1 commercial structure. We received 14 bids. The 3 lowest bids were as follows:

Skyscraper Marine, LLC dba Tubbs & Son Const. Lonedell, MO	\$158,295.50
Reese Equipment Co LLC Dixon, MO	\$178,712.50
Donald Maggi, Inc. Rolla, MO	\$194,538.43

A copy of the Bid Tabulation is attached.

Council awarded the bid to the low bidder, Skyscraper Marine, LLC dba Tubbs & Son Construction at the 12-7-20 meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Skyscraper Marine, LLC dba Tubbs & Son Construction for \$158,295.50.

ITEM NO. \_\_\_\_\_

III.A.1

ORDINANCE NO.4594

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND SKYSCRAPER MARINE, LLC dba TUBBS & SON CONSTRUCTION, LONEDELL, MO

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

**Section 1:** That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract Agreement between the City of Rolla, Missouri and Skyscraper Marine, LLC dba Tubbs & Son Construction, Lonedell, Mo, a copy of said agreement being attached hereto and marked Exhibit A.

**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 21st DAY OF DECEMBER, 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III.A.2

**CONTRACT AGREEMENT**  
**for the**  
**UNIVERSITY DRIVE RESIDENTIAL AND COMMERCIAL**  
**BUILDING FACILITY DEMOLITION AND SITE RESTORATION**  
**for the**  
**CITY OF ROLLA**  
**ROLLA, MO**

1. THIS CONTRACT AGREEMENT made as of this \_\_\_\_\_ day of December, 2020, by and between the City of Rolla, hereinafter called the **OWNER**, and Skyscraper Marine, LLC—dba-Tubbs & Son Construction hereinafter called the **CONTRACTOR**.

WITNESSETH: THAT WHEREAS, the Owner has caused to be prepared specifications, plans and other contract documents for the work herein described, and has approved and adopted the contract documents and has invited proposals for furnishing materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this Contract, and,

WHEREAS, the Contractor, in response to the invitation, submitted to the Owner, in the manner and at the time specified, a proposal in accordance with the terms of the Contract, and,

WHEREAS, the Owner has opened, examined, and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest, responsive, responsible and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this Contract;

NOW, THEREFORE, the Owner and Contractor for the consideration hereinafter set forth, agree as follows:

2. **THE CONTRACTOR AGREES** to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned. The Project consists of the demolition of fourteen residential and one commercial building facility for the University Drive improvement.

3. **CONTRACT TIME**. All work under this Agreement shall be completed within 90 consecutive calendar days, but no later than April 1, 2021 after the Notice To Proceed.

4. **SUBCONTRACTORS**. The Contractor agrees to bind every subcontractor by the terms of the contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner.

III.A.3

5. THE OWNER AGREES to pay, and the Contractor agrees to accept, in payment for the performance of this Contract, the Contract amount One hundred fifty eight thousand, two hundred ninety five dollars and fifty cents; (\$158,295.50) in accordance with the requirements of Section 18.1 of the General Conditions of these Specifications.

6. PREVAILING WAGE. The Contractor shall be required to comply with State Prevailing Wage Rates as attached and made a part of these Contract documents.

7. BOND. A Performance and Payment Bond, each in the amount of 100% of the Contract price, with a corporate surety approved by the Owner, and a Certificate of Insurance compliant with the specifications will be required for the faithful performance of the Contract.

6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The Contract is comprised of the Contract Documents listed below. In the event that any provision of one Contract Document conflicts with the provisions of another Contract Document, the documents shall be given precedence as provided in the General Conditions.

- A. Contract Agreement dated December 21, 2020
- B. Bid Proposal submitted December 2, 2020
- C. Technical Specifications and Drawings prepared by Integrity Engineering
- D. Invitation to Bid
- E. Instructions to Bidders
- F. Basis of Payment
- G. Bidders Qualifications and Subcontracting
- H. Payment Bond
- I. Performance Bond
- J. General Conditions
- K. Special Conditions
- L. Technical Specifications
- M. Addendum #1

7. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER. All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

8. SUCCESSOR AND ASSIGNS. Except as herein provided, neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

III. A.4

In witness whereof, the parties have made and executed this Agreement the day and year first above written.

City of Rolla  
Owner

Skyscraper Marine, LLC—dba-Tubbs & Son Const.  
Contractor

By \_\_\_\_\_  
Louis J. Magdits, IV, Mayor

By \_\_\_\_\_  
Nichole Harvath, Member

P.O. Box 107  
Lonedell, MO 63060

Attest/Title:

Attest/Title:

Seal

Seal

III.A.5

**PROJECT:** University Drive Residential & Commercial Bldg. Facility Demo & Site Restoration  
**LOCATION:** City Hall, 3rd Floor Conference Room, 901 North Elm St., Rolla  
**BID DUE DATE:** Wednesday, December 2, 2020 @ 10:00 am



Item #	Description	Est Qty	Unit	Skyscraper Marine, LLC dba Tubbs & Son Const.		Reese Eqpt. Co., LLC		Donald Maggi, Inc.		Cahills Construction, Inc.		Indeqz, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.	Bonding & mobilization - 5% of total cost	1	LS	5,000	5,000.00	3,000	3,000.00	3,800	3,800.00	1,958	1,958.00	11,000	11,000.00
2.	Huddle House, 1201 N. Bishop	1	LS	13,500	13,500.00	8,500	8,500.00	8,426	8,426.00	9,200	9,200.00	9,650	9,650.00
3.	708 W. 12th St., 2 Stories w/Basement	1	LS	7,000	7,000.00	12,400	12,400.00	10,670	10,670.00	8,800	8,800.00	13,100	13,100.00
4.	710 W. 12th St., ACM	1	LS	7,000	7,000.00	8,500	8,500.00	5,678	5,678.00	11,000	11,000.00	4,750	4,750.00
5.	712 W. 12th St., ACM, 2-Stories w/Base.	1	LS	9,000	9,000.00	11,000	11,000.00	11,389	11,389.00	13,000	13,000.00	12,400	12,400.00
6.	1201 Spring Avenue, 2-Stories w/Basement	1	LS	7,000	7,000.00	10,000	10,000.00	10,344	10,344.00	12,900	12,900.00	10,500	10,500.00
7.	707 W. 13th St., w/Basement	1	LS	7,000	7,000.00	9,000	9,000.00	10,778	10,778.00	18,000	18,000.00	9,850	9,850.00
8.	709 W. 13th St., ACM, Split Level	1	LS	7,000	7,000.00	9,000	9,000.00	8,638	8,638.00	9,100	9,100.00	10,300	10,300.00
9.	1206 Spring Ave., ACM, 2-Stories w/Base.	1	LS	7,000	7,000.00	9,500	9,500.00	10,718	10,718.00	8,200	8,200.00	9,500	9,500.00
10.	1204 Spring Ave., ACM, w/Attic & Base.	1	LS	7,000	7,000.00	8,000	8,000.00	10,041	10,041.00	8,200	8,200.00	7,050	7,050.00
11.	1203 Spring Avenue, 2-Stories	1	LS	12,500	12,500.00	13,500	13,500.00	14,562	14,562.00	6,800	6,800.00	9,150	9,150.00
12.	803 W. 13th St., 2-Stories w/Basement	1	LS	12,500	12,500.00	13,000	13,000.00	15,562	15,562.00	12,000	12,000.00	15,550	15,550.00
13.	800 W. 13th St., w/Basement	1	LS	9,000	9,000.00	11,000	11,000.00	17,770	17,770.00	14,000	14,000.00	22,100	22,100.00
14.	802 W. 13th St., w/Attic	1	LS	8,000	8,000.00	12,000	12,000.00	10,376	10,376.00	12,500	12,500.00	26,000	26,000.00
15.	808 W. 13th St., ACM, w/Basement	1	LS	8,000	8,000.00	9,500	9,500.00	10,613	10,613.00	12,000	12,000.00	11,200	11,200.00
16.	805 W. 13th St., w/Basement	1	LS	12,800	12,800.00	18,500	18,500.00	17,600	17,600.00	24,000	24,000.00	24,000	24,000.00
17.	Rem. & disp. of 9' x 9' floor tile, complete	233	SF	6	1,398.00	8	1,864.00	7.4	1,724.20	2.75	640.75	3	689.00
18.	Rem/disp. of 9"x9" tile w/mastic, comp.	472	SF	6	2,832.00	7	3,304.00	4.87	2,298.64	5.5	2,596.00	4	1,888.00
19.	Rem./disp. of composite sh/mud comp.	135	SF	10	1,350.00	20	2,700.00	12.77	1,723.95	12	1,620.00	25	3,375.00
20.	Rem. & disp. of vinyl flooring, complete	222	SF	10	2,220.00	7	1,554.00	7.77	1,724.94	12	2,664.00	15	3,330.00
21.	Rem. & disp. of transit ext. siding, comp.	2,813	SF	3.5	9,845.50	1	2,813.00	3.4	9,564.20	3	8,439.00	3	8,439.00
22.	Rem/disp. of roof chim. gap insul., comp.	1	SF	600	600.00	40	40.00	275	275.00	80	80.00	60	60.00
23.	Rem. & disp. of asph. tar roof sealer, comp.	0.75	SF	1,000	750.00	50	37.50	350	262.50	80	60.00	60	45.00
<b>TOTAL BID</b>					<b>158,295.50</b>		<b>178,712.50</b>		<b>194,538.43</b>		<b>197,757.75</b>		<b>223,936.00</b>
Required Bid Documents Complete					X		X		X		X		X

III.A.6



PROJECT: University Drive Residential & Commercial Bldg. Facility Demo & Site Restoration  
 LOCATION: City Hall, 3rd Floor Conference Room, 901 North Elm St., Rolla  
 BID DUE DATE: Wednesday, December 2, 2020 @ 10:00 am



Item #	Description	Est Qty	Unit	Z & L Wrecking Co., Inc. St. Louis, MO		CSE Enterprises, LLC Rolla, MO		P.J. Myers Hauling & Exc. Cuba, MO		Strack Excavating, LLC Cape Girardeau, MO		S. Shafer Exec. Inc. Pontoon Beach, IL	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.	Bonding & mobilization - 5% of total cost	1	LS	10,720	10,720.00	10,000	10,000.00	10,500	10,500.00	11,950	11,950.00	9,200	9,200.00
2.	Huddle House, 1201 N. Bishop	1	LS	22,800	22,800.00	18,500	18,500.00	20,000	20,000.00	15,512	15,512.00	30,500	30,500.00
3.	708 W. 12th St., 2 Stories w/Basement	1	LS	14,200	14,200.00	12,500	12,500.00	15,000	15,000.00	14,517	14,517.00	14,500	14,500.00
4.	710 W. 12th St., ACM	1	LS	14,200	14,200.00	10,500	10,500.00	8,500	8,500.00	10,107	10,107.00	7,500	7,500.00
5.	712 W. 12th St., ACM, 2-Stories w/Base.	1	LS	10,000	10,000.00	14,500	14,500.00	13,000	13,000.00	14,000	14,000.00	9,500	9,500.00
6.	1201 Spring Avenue, 2-Stories w/Basement	1	LS	9,800	9,800.00	14,500	14,500.00	9,600	9,600.00	14,211	14,211.00	9,000	9,000.00
7.	707 W. 13th St., w/Basement	1	LS	9,800	9,800.00	12,500	12,500.00	9,700	9,700.00	12,061	12,061.00	12,500	12,500.00
8.	709 W. 13th St., ACM, Split Level	1	LS	9,800	9,800.00	10,500	10,500.00	10,000	10,000.00	12,260	12,260.00	12,500	12,500.00
9.	1206 Spring Ave., ACM, 2-Stories w/Base.	1	LS	9,800	9,800.00	12,500	12,500.00	9,500	9,500.00	11,055	11,055.00	9,000	9,000.00
10.	1204 Spring Ave., ACM, w/Attic & Base.	1	LS	9,800	9,800.00	12,500	12,500.00	7,000	7,000.00	10,000	10,000.00	9,000	9,000.00
11.	1203 Spring Avenue, 2-Stories	1	LS	16,200	16,200.00	14,500	14,500.00	18,000	18,000.00	24,150	24,150.00	22,400	22,400.00
12.	803 W. 13th St., 2-Stories w/Basement	1	LS	16,200	16,200.00	14,500	14,500.00	14,500	14,500.00	15,500	15,500.00	20,400	20,400.00
13.	800 W. 13th St., w/Basement	1	LS	10,200	10,200.00	14,500	14,500.00	19,000	19,000.00	20,702	20,702.00	23,700	23,700.00
14.	802 W. 13th St., w/Attic	1	LS	9,800	9,800.00	12,500	12,500.00	18,000	18,000.00	19,998	19,998.00	22,000	22,000.00
15.	808 W. 13th St., ACM, w/Basement	1	LS	9,800	9,800.00	14,500	14,500.00	10,000	10,000.00	12,500	12,500.00	11,000	11,000.00
16.	805 W. 13th St., w/Basement	1	LS	12,200	12,200.00	14,500	14,500.00	18,000	18,000.00	23,166	23,166.00	22,000	22,000.00
17.	Rem. & disp. of 9" x 9" floor tile, complete	233	SF	5	1,165.00	2.63	612.79	5.5	1,281.50	2	466.00	4.29	999.57
18.	Rem/disp. of 9"x9" tile w/mastic, comp.	472	SF	5	2,360.00	3.68	1,736.96	6	2,832.00	4	1,888.00	5.3	2,501.60
19.	Rem./disp. of composite sht/mud comp.	135	SF	5	675.00	9.71	1,310.85	30	4,050.00	4	540.00	28.15	3,800.25
20.	Rem. & disp. of vinyl flooring, complete	222	SF	5	1,110.00	4.20	932.40	18	3,996.00	3.5	777.00	16.22	3,600.84
21.	Rem. & disp. of transite ext. siding, comp.	2,813	SF	8	22,504.00	3.00	8,439.00	6.5	18,284.50	2.28	6,413.64	3.27	9,198.51
22.	Rem/disp. of roof chim. gap insul., comp.	1	SF	500	500.00	100.00	100.00	150	150.00	10	10.00	70	70.00
23.	Rem. & disp. of asph. tar roof sealer, comp.	0.75	SF	1,500	1,500.00	133.33	100.00	150	112.50	10	7.50	60	45.00
<b>TOTAL BID</b>				<b>225,134.00</b>	<b>X</b>	<b>226,732.00</b>	<b>X</b>	<b>241,006.50</b>	<b>X</b>	<b>251,791.14</b>	<b>X</b>	<b>264,915.77</b>	<b>X</b>
Required Bid Documents Complete													

III.A.7

**PROJECT:** University Drive Residential & Commercial Bldg. Facility Demo & Site Restoration  
**LOCATION:** City Hall, 3rd Floor Conference Room, 901 North Elm St., Rolla  
**BID DUE DATE:** Wednesday, December 2, 2020 @ 10:00 am



Item #	Description	Est Qty	Unit	Premier Demolition, Inc.			JTL			Midstate Pipeline Mtn, LLC			Bales Construction Co.		
				St. Louis, MO			Florissant, MO			Belle, MO			Waynesville, MO		
				Unit Price	Extension		Unit Price	Extension		Unit Price	Extension		Unit Price	Extension	
1.	Bonding & mobilization - 5% of total cost	1	LS	13,340.00	13,340.00		14,200.00	14,200.00		15,000.00	15,000.00		18,500.00	18,500.00	
2.	Huddle House, 1201 N. Bishop	1	LS	26,465	26,464.50		22,725.90	22,725.90		25,000	25,000.00		31,220	31,220.00	
3.	708 W. 12th St., 2 Stories w/Basement	1	LS	15,000	15,000.00		14,366.76	14,366.76		20,000	20,000.00		30,385	30,385.00	
4.	710 W. 12th St., ACM	1	LS	15,000	15,000.00		14,237.22	14,237.22		15,000	15,000.00		18,044	18,044.00	
5.	712 W. 12th St., ACM, 2-Stories w/Base.	1	LS	15,000	15,000.00		13,650.48	13,650.48		20,000	20,000.00		23,217	23,217.00	
6.	1201 Spring Avenue, 2-Stories w/Basement	1	LS	15,000	15,000.00		12,027.42	12,027.42		20,000	20,000.00		29,335	29,335.00	
7.	707 W. 13th St., w/Basement	1	LS	15,000	15,000.00		15,433.56	15,433.56		16,000	16,000.00		24,744	24,744.00	
8.	709 W. 13th St., ACM, Split Level	1	LS	15,000	15,000.00		16,187.94	16,187.94		18,000	18,000.00		24,241	24,241.00	
9.	1206 Spring Ave., ACM, 2-Stories w/Base.	1	LS	15,000	15,000.00		12,172.20	12,172.20		15,000	15,000.00		21,889	21,889.00	
10.	1204 Spring Ave., ACM, w/Attic & Base.	1	LS	15,000	15,000.00		10,892.04	10,892.04		17,000	17,000.00		20,105	20,105.00	
11.	1203 Spring Avenue, 2-Stories	1	LS	15,000	15,000.00		21,864.84	21,864.84		24,000	24,000.00		34,127	34,127.00	
12.	803 W. 13th St., 2-Stories w/Basement	1	LS	15,000	15,000.00		16,340.34	16,340.34		20,000	20,000.00		26,407	26,407.00	
13.	800 W. 13th St., w/Basement	1	LS	15,000	15,000.00		25,141.44	25,141.44		23,000	23,000.00		37,160	37,160.00	
14.	802 W. 13th St., w/Attic	1	LS	15,000	15,000.00		27,482.52	27,482.52		28,500	28,500.00		32,135	32,135.00	
15.	808 W. 13th St., ACM, w/Basement	1	LS	15,000	15,000.00		15,014.46	15,014.46		17,000	17,000.00		24,245	24,245.00	
16.	805 W. 13th St., w/Basement	1	LS	15,000	15,000.00		32,692.88	32,692.88		26,000	26,000.00		41,500	41,500.00	
17.	Rem. & disp. of 9' x 9' floor tile, complete	233	SF	6.00	1,398.00		3.50	815.50		4	932.00		3	699.00	
18.	Rem/disp. of 9'x9' tile w/mastic, comp.	472	SF	6.00	2,832.00		5.50	2,596.00		12	5,664.00		4.25	2,006.00	
19.	Rem./disp. of composite sh/mud comp.	135	SF	10.00	1,350.00		12.60	1,701.00		29	3,915.00		11	1,485.00	
20.	Rem. & disp. of vinyl flooring, complete	222	SF	10.00	2,220.00		12.96	2,877.12		8.25	1,831.50		14	3,108.00	
21.	Rem. & disp. of transit ext. siding, comp.	2,813	SF	3.50	9,845.50		3.32	9,339.16		4.5	12,658.50		4	11,252.00	
22.	Rem/disp. of roof chim. gap insul., comp.	1	SF	600.00	600.00		100.00	100.00		425	425.00		100	100.00	
23.	Rem. & disp. of asph. tar roof sealer, comp.	0.75	SF	1,000.00	750.00		100.00	75.00		450	337.50		100	75.00	
<b>TOTAL BID</b>				<b>268,800.00</b>			<b>301,933.78</b>			<b>343,263.50</b>			<b>455,979.00</b>		
				X			X			X			X		
				Required Bid Documents Complete											

III.A.8

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

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

**ACTION REQUESTED: Motion**

**ITEM/SUBJECT: Resolution Authorizing the Real Estate Agreement/quit claim – Lot 14 Frisco**

**BUDGET APPROPRIATION: \$1,500**

**DATE: 12/21/2020**

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**COMMENTARY:**

In 1974, the City of Rolla acquired Lot 14 of the Frisco Subdivision for unknown reasons. In 1977 the city issued a quit claim deed to the owners of Lot 13 – a single family home at 1612 Heller Street. The home was partially built over the lot line causing a cloud on the title. The City deeded the lot to the 1612 Heller Street with a condition that the lot would revert back to the City if any further expansion was constructed. The issue surfaced recently when a new buyer surfaced to acquire the now vacant and deteriorated structure.

The attached real estate agreement eliminates any further claim/interest in the property. The prospective buyer has agreed to compensate the city \$1,500 to clear the title with a commitment to clean up the site within 90 days and to commence renovation of the home at 1612 Heller Street by spring 2021.

**Recommendation: Resolution to authorize the Mayor to execute the Agreement and Quit Claim Deed to release any interest in Lot 14 of the Frisco Addition.**

IV.A.1

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

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A REAL ESTATE AGREEMENT RELEASING A DEED RESTRICTION ON LOT 14 OF THE FRISCO ADDITION TO STEVEN FARLEY.

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 real estate agreement and all documents necessary to accomplish this transaction, to release a deed restriction on lot 14 of the Frisco Addition to Steven Farley, a copy attached hereto and marked "Exhibit A."

**Section 2:** That this resolution 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 21<sup>st</sup> DAY OF DECEMBER 2020.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

IV. A.2

# Real Estate Agreement

Between City of Rolla, Missouri and 1612 Heller St LLC

1. Parties: This Agreement is made by 1612 Heller St LLC, BUYER, and City of Rolla, Missouri, SELLER. The Agreement pertains to the sale of Lot 14 of the Block 11 of the Frisco Addition (2,280 SF).
2. On April 18, 1977 the City of Rolla provided by Quit Claim Deed Lot 14, Block 11 of the Frisco Addition to then owners of Lot 13, Block 11 of the Frisco Addition, Glen and Mable Adams, husband and wife, who resided at a single family home addressed as 1612 Heller St. The conveyance added the following condition: "that no dwelling, house or structure, by construction independent of dwellings or houses presently situated on Lot 13, Block 11 Frisco Addition be constructed upon the above described property. A violation of this condition will result in a reverter of title to the party of the first part (City) and the party of the first part herein reserves the right to re-enter said premises upon a violation of this condition and have possession of said premises.
3. By mutual consent SELLER agrees to relinquish all interest in Lot 14, Block 11 of the Frisco Addition to 1612 Heller St LLC, BUYER, for \$1,500.00 per approval of Resolution No. \_\_\_\_ approved by the Rolla City Council on December 21, 2020.
4. BUYER agrees to clean up the yard at 1612 Heller St. to be free of any nuisance within ninety (90) days from closing. It is the intent of BUYER to begin renovation of the home at 1612 Heller St. by April, 2021 including all necessary building permits required.

In Witness Whereof, SELLER and BUYER execute this Amendment on the date(s), and at the time(s), indicated below their respective signatures.

City of Rolla, Missouri

1612 Heller St LLC

(SELLER)

(BUYER)

By: Louis J Magdits, IV

By: Steven Farley, Member

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St./Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. A. 3.



IV.A.4