

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

**COUNCIL PRAYER**

Ministerial Alliance

**AGENDA OF THE ROLLA CITY COUNCIL**

**Tuesday, February 22nd, 2022; 6:30 P.M.**

**City Hall Council Chambers**

**901 North Elm Street**

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

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

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**PLEDGE OF ALLEGIANCE**

Councilwoman Terry Higgins

**I. PUBLIC HEARINGS - None**

**II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None**

- A. Share a Heart Proclamation – Mayor Magdits and Guest Speakers – Dave Weinbaum and Aaron Weinbaum
- B. RMU 1<sup>st</sup> quarter report for Fiscal Year 2022. (General Manager Rodney Bourne)

**III. OLD BUSINESS**

- A. **Ordinance** to repeal and re-enact all of existing Section 27-92 of the Rolla City Code pertaining to no parking zones. (Public Works Director Steve Hargis) **Final Reading**
- B. **Discussion** regarding the elimination of residential curbside recycling or a 20% increase in residential service rates. (Environmental Services Director Brady Wilson)
- C. **Ordinance** to enter into an agreement with Cahill’s Construction for the new Animal Shelter Phase 1. (City Administrator John Butz) **Final Reading**

**IV. NEW BUSINESS**

- A. **Ordinance** to approve the minor subdivision plat of Davis Addition. (City Planner Tom Coots) **First Reading**
- B. **Discussion** regarding UTV operations in City limits. (City Administrator John Butz)
- C. **Report** on abandoned building ordinance. (City Planner Tom Coots)

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

- A. **Motion** to award bid for a new Buehler Park playground structure to Hutchinson Recreation and **Ordinance** to enter into contract with same. (Parks Director Floyd Jernigan) **Motion/First Reading**
- B. **Motion** to authorize expenditure of \$39,500 from Park Land Reserve Fund for partial payment of Buehler Park playground structure. (Parks Director Floyd Jernigan) **Motion**

**VI. CITIZEN COMMUNICATION**

**VII. MAYOR/CITY COUNCIL COMMENTS**

- A. Status of Application for Use variance – The Mission

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

**IX. CLOSED SESSION – None**

**X. ADJOURNMENT**

February 22nd, 2022



# ***PROCLAMATION***

**WHEREAS:** Springfield's two Ronald McDonald Houses have provided a "home-away-from home" and an invaluable source of hope and comfort for families of seriously-ill and injured children who must travel far from home for medical treatment; and

**WHEREAS:** The two Ronald McDonald Houses, located in Springfield, Missouri, allow their guests to maintain close contact with their seriously-ill children by providing a secure and supportive environment at no required cost; and

**WHEREAS:** The Ronald McDonald House near Cox South and the House of Mercy Kids have served the needs of 126 Phelps County families, 78 of which are residents of Rolla, Missouri; and

**WHEREAS:** On Tuesday, January 25, 2022, 69 Regional McDonald's Restaurants will begin showing their support by asking customers to "Share their Heart" by "adopting" a \$1, \$5, and \$20 to Ronald McDonald House Charities of the Ozarks through the Share a Heart Campaign; and

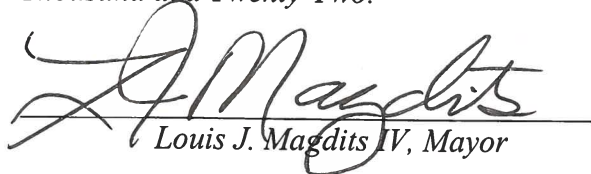
**WHEREAS:** Aaron and Dave Weinbaum of McDonald's of Rolla are participants in the Share a Heart Campaign, which will continue through February 28, 2022.

**NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim February 14<sup>th</sup> through February 28<sup>th</sup>, 2022 as**

***"Ronald McDonald House Week"***



*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 22nd Day of February in the Year of Our Lord, Two-Thousand and Twenty-Two.*

  
Louis J. Magdits IV, Mayor

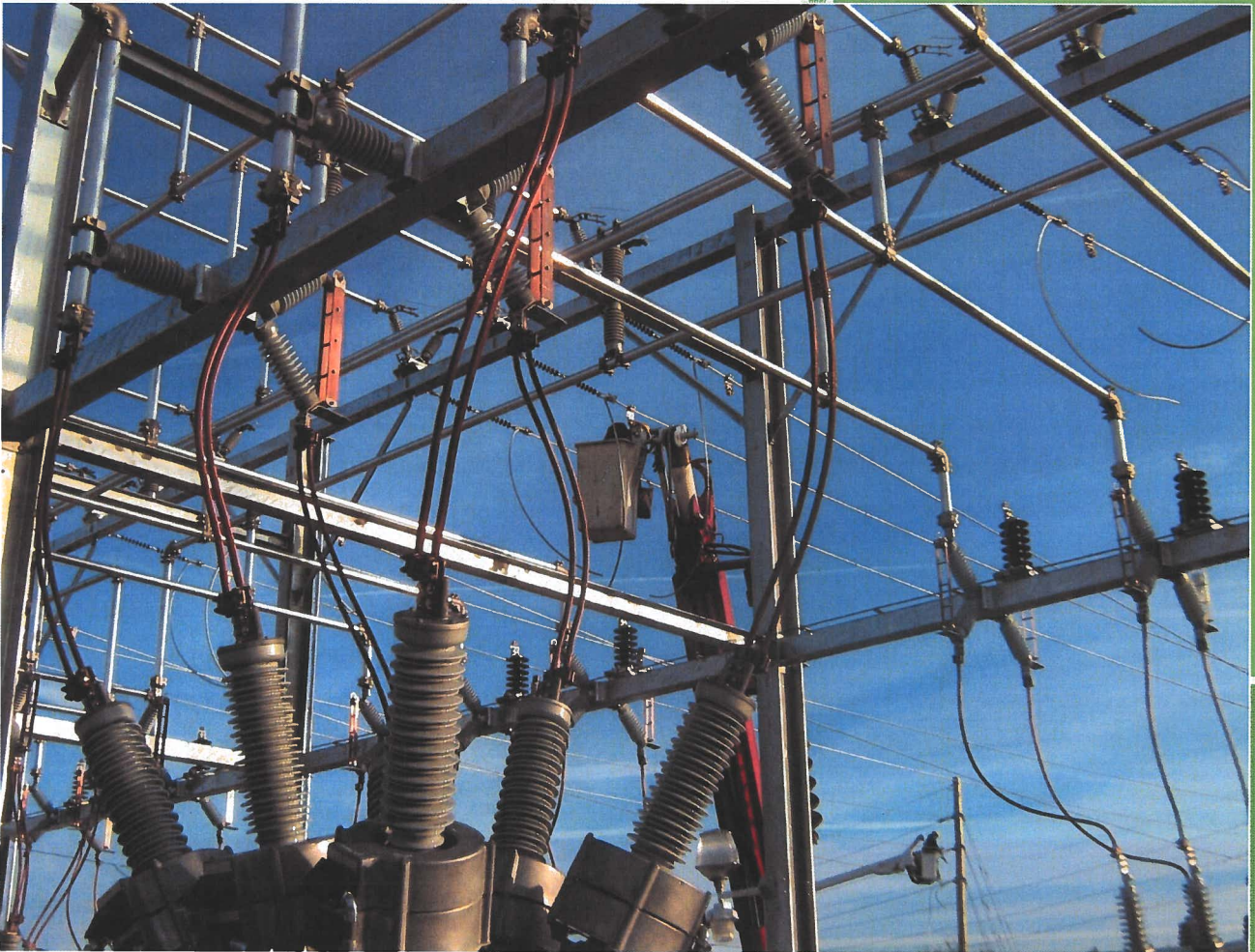
II.A.1





2022

# Fiscal Year 1st Quarter Report



Rolla Municipal Utilities  
Provided to Rolla City Council  
February 22, 2022

II.B.1



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## **A STATEMENT BY THE BOARD OF PUBLIC WORKS**

The Electric Power and Water System of the City of Rolla will be known as the **ROLLA MUNICIPAL UTILITIES**. Mr. J. B. Bronson will continue as general manager.

It will be the policy of the Board to operate the Rolla Municipal Utilities strictly on a business basis. There will be no change in the general policies of the management. All rates will be the same for the present.

The Board has three primary obligations:

1. To give the best possible service to the Citizens of Rolla.
2. To accumulate funds for the payment of the indebtedness. (Bond Issue and Revenue Certificates).
3. To build up reserve funds for any emergency and for replacement of machinery and equipment.

Regarding Service Interruptions:

This trouble is not in the local system, but in the source of supply. We hope eventually to have other sources of supply available and improve the electric service in Rolla.

Beginning immediately, \$1000.00 per month from the profits will be paid to the General Fund of the City of Rolla, which is to replace the Franchise Tax formerly paid by the Missouri General Utilities.

No merchandise will be sold in competition with local merchants.

No repair service will be maintained in competition with local Electric Service men.

Next Monday, November 12th, our offices will open in our new building, formerly the Negro U. S. O Building, 102 W. 9th Street. All business will be transacted from this location after that date. The Rolla Free Public Library will occupy the second floor, and the State Board of Health and the County Agent the basement of this building. These quarters are furnished to the above organizations without cost as a public service of the Rolla Municipal Utilities.

## **Rolla Board of Public Works**

H. E. CASTLEMAN, President  
F. H. FRAME, Vice-President  
R. E. SCHUMAN, Secretary  
F. A. CAMERON, Member



## **FIRST QUARTER FINANCIAL RECAP (Unaudited)**

### **OPERATING INCOME and EXPENSES**

	<b>1st Quarter FY 2021</b>	<b>1st Quarter FY 2022</b>	<b>CHANGE</b>
<b>OPERATING REVENUES</b>	\$6,998,942	\$7,223,454	\$224,512
<b>OPERATING EXPENSES</b>	(\$7,935,915)	(\$7,147,325)	(\$788,590)
<b>OPERATING INCOME</b>	(\$936,973)	\$76,129	(\$1,013,102)
<b>OTHER INCOME &amp; EXP.</b>	\$8,634,020	\$213,840	(\$8,420,180)
<b>NET INCOME</b>	\$7,697,047	\$289,969	(\$7,407,078)

Upon completion of the first quarter of FY 2022, we are showing operating income of \$7,223,454. This is an increase of over \$224,512 from the 1<sup>st</sup> quarter of 2021.

Total operating expenses for the 1<sup>st</sup> quarter of 2022 were \$7,147,325. This is down \$788,590 from the 1<sup>st</sup> quarter of 2021.

Total Net Income for the 1<sup>st</sup> quarter of 2022 was \$289,969. The 1<sup>st</sup> quarter of 2021 shows net income of over \$7,600,000 but this is largely due to the sale of a large asset in the 1<sup>st</sup> quarter of last year.



## **STATUS OF PENDING PROJECTS**



### **ELECTRIC DEPARTMENT**

#### **• ELECTRICAL EXTENSIONS/UPGRADES**

- 1022 Kingshighway (Burger King) – reconfiguration of poles, primary underground, padmount transformer, and metering in conjunction reconstruction of the business. Started, September 2, 2021. Complete.
- University Drive Relocation – Conversion of service for 610 West 10<sup>th</sup> Street (Baptist Student Union) to be supplied from recently installed underground primary. Continuation of earlier work. Completed, December 7, 2021.
- 3551 HyPoint Industrial Park Drive (Quicktrip) – Installation of new pole and underground electric distribution system extension to allow for commercial development. Started, May 26, 2021. Transformer set and temporary service energized on November 16, 2021. Completed, January 12, 2022.
- Lions Club Drive – Installation of street lighting.
  - a. Highway 72 to 1000 E Lions Club Drive. Completed.
  - b. 1000 E Lions Club Drive to Rolla Street. Started, January 13, 2022.
  - c. Future, Rolla Street to Highway 63.

#### **• FIBER**

- 11<sup>th</sup> & Cedar Streets to 10<sup>th</sup> Street and Forum Drive. Salem Avenue and Summit Avenue to Salem Avenue and Highway 72. Installation of overhead fiber optic cable.



## **WATER DEPARTMENT**

### **• WATER MAIN INSTALLATION**

- Green Acres Drive (22 Green Acres Drive to Highway 72)– Replacement of 4” watermain with new 8” PVC. Started, October 22, 2021. Completed, December 7, 2021.
- Pine Street and Elm Street: 12<sup>th</sup> Street to Bishop Avenue – Replacement of water services. Started June 24, 2021. Completed, December 3, 2021.
- Highway 72, East of South Rucker Street – Replacement of 8” watermain with new 8” PVC in conjunction with commercial development. Started, December 21, 2021. Ongoing.
- Turkey Run (Sycamore Drive) and Mallard Square – Replacement of water main with new 8” PVC water main. Started, January 10, 2022. Ongoing.



## MISCELLANEOUS

- **PEAK SHAVING**

- We initiated our first Peak alert on Friday, January 21<sup>st</sup>.
- We had radio spots, Facebook posts and our large local agencies all indicated they would participate.
- By Friday, we had 221 sign-ups for the text alert system.
- Our peak on Friday morning was 68.28MW compared to the prior day of 68.49MW. Friday gave us slightly lower temps, and we would normally expect the peak to be higher on the 2<sup>nd</sup> day of sustained cold temperatures.
- Plenty of feedback on our Facebook posts.
- The results were discussed with our MoPEP staff, and the peak values were very similar for Thursday/Friday of 450.3MW and 450.1MW respectively.

- **BUILDING EXPANSION**

- The RFQ's for architecture/engineering services for expansion of the Service Department were due January 28<sup>th</sup>.
- We've scheduled committee meetings to evaluate the RFQ's for final interviews and a recommendation for approval.

- **MoPEP / MPUA**

1. MPUAs Electric Line Services program is moving forward with a purchase of a used line truck. They should be available to assist participating members this year.
2. IOU Rate Increases
  - a. Most gas suppliers are raising prices 25-35% due to Winter Storm Uri impacts. This could have been much higher, but they are spreading out the recovery over more years to lessen the impact to retail customers.
  - b. Ameren had a \$299M electric rate increase case scheduled for hearings late 2021. Possible impact of \$12/mo.
  - c. Empire also had an electric rate case ongoing with an increase of up to 12% on base rates possible. They are also seeking a Fuel Adjustment Charge increase as well.
  - d. Evergy did well during Uri and earned significant income during the event.
3. American Rescue Plan Act
  - a. Missouri will receive several billions for investments in infrastructure and other programs.
  - b. We are focused on water, broadband, and industrial site development projects.
  - c. I have had a few conversations with Rep Mayhew on this topic already.
4. Grainbelt Express
  - a. Grain Belt Express has completed right-of-way acquisition through voluntary easement agreements for approximately 65% of the route in Missouri and Kansas, compared to only one third completed at the start of the year.

- b. At the beginning of this year, the company had made payments of \$4.9M to landowners in Missouri combined. As it stands today, that figure is \$8.5M.
- c. Some foundations have been started on the route. And we expect anti-GBX legislative action again this year.



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Ordinance / Final Reading**

**ITEM/SUBJECT: Section 27-92 Parking Prohibited on a part of Vichy Road**

**BUDGET APPROPRIATION N/A            DATE: 02/22/2022**

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**COMMENTARY:**

**Attached is an ordinance adding 110 feet of no parking on the east side of Vichy Road just south of Meadowbrook Drive. The west side is already a no parking area.**

**Vichy Road is 24 feet wide, which allows for two standard 12 foot lanes. It is difficult for cars traveling in both directions to pass if there is a car parked on the street.**

**An individual living just north of this area expressed concern over the situation. They felt that , because of the parked vehicles, motorists coming from the north were not to oncoming traffic quickly enough to allow traffic to stay in their own lane. Vichy road is curved to the west with a fairly dramatic dip at Meadowbrook. We had our crew check safe stopping site distance and are recommending that it be extended by 110 feet to allow for drivers to safely see oncoming traffic and stay in their respective lanes when meeting on coming vehicles.**

**In preparing this ordinance we are repealing and reenacting all of existing Section 27-92 and adding this additional restriction.**

**Staff is requesting final reading of the ordinance.**

III.A.1

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

AN ORDINANCE REPEALING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-92 IN LIEU THEREOF PERTAINING TO PARKING.

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

**Section 1:** That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby repealed and a new Section 27-92 is enacted in lieu thereof as follows:

**Sec. 27-92. Parking prohibited - On certain streets or parts of streets.**

It shall be unlawful for any person to park a vehicle in the designated areas of the public streets as follows: (Ord. 1769, §1.)

*Second Street*, on the north side, from a point two hundred and twenty feet east of Park Street to a point two hundred and fifty-five feet east of Park Street.

*Third Street*, on the north side, from a point fifty feet east of the intersection of Third Street and Rolla Street to the intersection of Third Street and Rolla Street. (Ord. 2266, §1.)

*Fifth Street*, on the south side, between Salem Avenue and Orchard Drive. (Ord. 2397, §5.)

*Sixth Street*, on the north side, between Rolla Street and State Street.

*Sixth Street*, on the south side, between Park Street and Rolla Street.

*Sixth Street*, on the south side, from a point sixty-five feet west of the intersection of Sixth Street and Pine Street to the intersection of Sixth Street and Pine Street. (Ord. 1279, §1; Ord. 1769, §1.)

*Sixth Street*, on either side, between Pine Street and the center of the Railroad tracks.

*Sixth Street*, on the south side, between Olive Street and Oak Street. (Ord. 1657, §1; Ord. 1769, §1.)

*Sixth Street*, on the north side, from a point forty-five feet east of the intersection of Sixth Street and Olive Street to the intersection of Sixth Street and Olive Street. (Ord. 1650, §1; Ord. 1769, §1.)

*Sixth Street*, on the north side, between Olive Street and Cedar Street.

**Sixth Street**, on the north side, from a point thirty feet east of the intersection of Sixth Street and Holloway Street to the intersection of Sixth Street and Holloway Street.

**Seventh Street**, on the north side, from a point fifty feet east of the intersection of Seventh Street and State Street to the intersection of Seventh Street and State Street. (Ord. 2156, §1.)

**Seventh Street**, on the south side, between State Street and Park Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point thirty-five feet west of the intersection of Seventh Street and Main Street to the intersection of Seventh Street and Main Street. (Ord. 2156, §1.)

**Seventh Street**, on the south side, from a point fifty feet west of the intersection of Seventh Street and Main Street to the intersection of Seventh Street and Main Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point seventy feet west of the intersection of Seventh Street and Oak Street to a point ninety feet west of the intersection of Seventh Street and Oak Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point fifty feet east of the center of the Railroad tracks to a point ninety-five feet east of the center of the Railroad tracks. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point two hundred and thirty-five feet west of the intersection of Seventh Street and Olive Street to the intersection of Seventh Street and Olive Street. (Ord. 2156, §1.)

**Seventh Street**, on the south side, from a point eighty feet east of the intersection of Seventh Street and Elm Street to the intersection of Seventh Street and Elm Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, between Olive Street and Maple Street.

**Seventh Street**, on the south side, from a point sixty-five feet west of the intersection of Seventh Street and Cedar Street to the intersection of Seventh Street and Cedar Street.

**Seventh Street**, on the south side, between Walnut Street and Iowa Street.

**Eighth Street**, on the north side, from a point one hundred and forty-five feet east of the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63). (Ord. 1638, §1; Ord. 1769, §1.)

***Eighth Street***, on the north side, from a point fifty-five feet west of the intersection of Eighth Street and State Street to the intersection of Eighth Street and State Street. (Ord. 1930, §1.)

***Eighth Street***, on the south side, from a point two hundred and forty feet east of the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63).

***Eighth Street***, on the north side, from a point fifty feet east of the intersection of Eighth Street and State Street to the intersection of Eighth Street and State Street. (Ord. 1930, §1.)

***Eighth Street***, on the south side, from a point fifty feet east of the intersection of Eighth Street and Park Street to the intersection of Eighth Street and Park Street. (Ord. 1930, §1.)

***Eighth Street***, on the south side, from a point forty feet west of the intersection of Eighth Street and Main Street to the intersection of Eighth Street and Main Street. (Ord. 1930, §1.)

***Eighth Street***, on the north side, from a point seventy feet east of the center of the Railroad tracks to a point one hundred feet east of the center of the Railroad tracks. (Ord. 2156, §1.)

***Ninth Street***, on the north side, between State Street and Main Street

***Ninth Street***, on either side, between Elm Street and Oak Street

***Ninth Street***, on the north side, from the intersection of Ninth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Ninth Street and State Street. (Ord. 4313)

***Tenth Street***, on either side, between Bishop Avenue (U.S. Highway 63) to the Eastern border of the Rolla City Limits.

***Tenth Street***, on the south side, between Fairgrounds Road and Bishop Avenue (U.S. Highway 63).

***Tenth Street***, on the north side, from the intersection of Fairgrounds Road to a point eighty feet east of the intersection of Asher Street.

***Tenth Street***, on the north side, between Spring Avenue and Bishop Avenue (U.S. Highway 63).

***Tenth Street***, on the north side, from a point one hundred and seventy-five feet west of the intersection of Tenth Street and Poole Avenue to a point three hundred and thirty feet west of the intersection of Tenth Street and Poole Avenue.

***Eleventh Street***, on the north side, from a point five hundred and thirty-five feet west of the intersection of Eleventh Street and Joyce Street to the intersection of Eleventh Street and Joyce Street.

***Eleventh Street***, on the south side, from a point two hundred and seventy feet west of the intersection of Eleventh Street and Asher Street to the intersection of Eleventh Street and Asher Street.

***Eleventh Street***, on the south side, from a point two-hundred and sixty-five feet west of the intersection of Eleventh Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eleventh Street and Bishop Avenue (U.S. Highway 63). (Ord. 4355, §1)

***Eleventh Street***, on the south side, from a point two hundred and eighty-five feet west of the intersection of Eleventh Street and State Street to the intersection of Eleventh Street and State Street.

***Eleventh Street***, on the north side, from a point one hundred and seventy-five feet east of the intersection of Eleventh Street and State Street to the intersection of Eleventh Street and State Street.

***Eleventh Street***, on the north side, from a point one hundred fifty feet east of the intersection of Eleventh Street and Poole Avenue to a point two hundred feet east of the intersection of Eleventh Street and Poole Avenue.

***Eleventh Street***, on the south side, between State Street and Rolla Street.

***Eleventh Street***, on the north side, from a point one hundred and twenty-five feet east of the intersection of Eleventh Street and Spring Avenue to a point two hundred and sixty feet east of the intersection of Eleventh Street and Spring Avenue. (Ord. 4355, §3)

***Eleventh Street***, on the south side, from a point sixty feet east of the intersection of Eleventh Street and Spring Avenue to the intersection of Eleventh Street and Spring Avenue. (Ord. 4355, §3)

***Twelfth Street***, on the north side, and on the south side, from a point eighty feet west of the intersection of Twelfth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Twelfth Street and Bishop Avenue (U.S. Highway 63).

***Twelfth Street***, on the south side, from a point eighty-five feet east of the intersection of Twelfth Street and Oak Street to the intersection of Twelfth Street and Oak Street.

*Twelfth Street*, on the north side, from a point one hundred and ninety-five feet east of the center of the Railroad tracks to the center of the Railroad tracks.

*Thirteenth Street*, on the north side, from the intersection of Bishop Avenue (U.S. Highway 63) to a point one hundred and forty feet west of the intersection of Fourteenth Street and Bishop Avenue (U.S. Highway 63).

*Thirteenth Street*, on the north side, from a point fifty feet west the intersection of Thirteenth Street and Oak Street to west of the intersection of Thirteenth Street and Oak Street.

*Thirteenth Street*, on the north side, from a point eighty-five feet west of the intersection of Thirteenth Street and Oak Street to a point one hundred and ten feet west of the intersection of Thirteenth Street and Oak Street.

*Fourteenth Street*, on the north side, between Poole Street and Twelfth Street.

*Fourteenth Street*, on the south side, from a point ninety-five feet west of the intersection of Fourteenth Street and Poole Street to the intersection of Fourteenth Street and Poole Street.

*Fourteenth Street*, on the north side, from the intersection of the Pine Street spur to the intersection of Fourteenth Street and Pine Street.

*Fourteenth Street*, on the south side, between Oak Street and the Schuman Park parking lot.

*Fourteenth Street*, on either side, between Holloway Street and Farrar Street.

*Sixteenth Street*, on the north side, between Rolla Street and Pine Street. (Ord. 3635, §1)

*Sixteenth Street*, on the south side, from a point fifty feet east of the intersection of Sixteenth Street and Oak Street to the intersection of Sixteenth Street and Oak Street.

*Eighteenth Street*, on either side, between Vichy Road and Tower Road. (Ord. 2397, §5.)

*Eighteenth Street*, on the south side, between Pine Street and Elm Street.

*Eighteenth Street*, on the north side, from a point forty feet east of the intersection of Eighteenth Street and Elm Street to the intersection of Eighteenth Street and Elm Street.



*Eighteenth Street*, on the north and southeast confluence of the intersection of Eighteenth Street and Walnut Street.

*Eighteenth Street*, on either side, between Walnut Street and the Forum Drive round-about.

*Eighteenth Street*, on the north side, from a point ninety-five feet east of the intersection of Eighteenth Street and Oak Street to a point one hundred and thirty-five feet east of the intersection of Eighth Street and Oak Street.

*Asher*, on the west side, between Tenth Street and Eleventh Street.

*Bardsley Road*, on either side, from Twelfth Street to Eighteenth Street.

*Becca Drive*, on the cul-de-sac. (Ord. 3206, §1)

*Bishop Avenue (U.S. Highway 63)*, on either side, within the city limits.

*Black Street*, on the south side, between Bishop Avenue (U.S. Highway 63) and Faulkner Avenue.

*Brady Drive*, on the cul-de-sac. (Ord. 3206, §1)

*Cedar Street*, on the east side, from a point forty feet north of the intersection of Cedar Street and Fifth Street to the intersection of Cedar Street and Fifth Street.

*Cedar Street*, on either side, from a point forty feet south of the intersection of Cedar Street and Sixth Street to the intersection of Cedar Street and Sixth Street.

*Cedar Street*, on the west side, from a point forty feet south the intersection of Cedar Street and Seventh Street to the intersection of Cedar Street and Seventh Street.

*Cedar Street*, on the west side, from a point sixty-five feet north of the intersection of Cedar Street and Seventh Street to the intersection of Cedar Street and Seventh Street.

*Cedar Street*, on the west side, from a point eighty feet south of the intersection of Cedar Street and Eighth Street to the intersection of Cedar Street and Eighth Street.

*Cedar Street*, on the east side, from a point eighty feet south of the intersection of Cedar Street and Bulldog Run to the intersection of Cedar Street and Bulldog Run.

*Cedar Street*, on either side, from a point one hundred ten feet south of the intersection of Cedar Street and Tenth Street to the intersection of Cedar Street and Tenth Street.

*Collegiate Boulevard*, on either side.

*Condo Drive*, on either side, between Tenth Street and Timber Creek Road.

*Edith Street*, on the west side, between Strobach Street and Hess Avenue. (Ord. 3722, §1.)

*Elm Street*, on the west side, between Highway 72 and First Street. (Ord. 1182, §5; Ord. 1258, §1; Ord. 1769, §1.)

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Seventh Street to the intersection of Elm Street and Seventh Street.

*Elm Street*, on the west side, between Ninth Street and Tenth Street.

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Tenth Street to the intersection of Elm Street and Ninth Street.

*Elm Street*, on the west side, from a point eighty feet south of the intersection of Sixteenth Street to the intersection of Elm Street and Sixteenth Street.

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Eighteenth Street to the intersection of Elm Street and Eighteenth Street.

*Elm Street*, on the west side, north of Bishop Avenue (U.S. Highway 63).

*Elm Street*, on the east side, north of Bishop Avenue (U.S. Highway 63). (Ord. 4349, §1)

*Fairgrounds Road*, on the east side, from a point one hundred and twenty feet south of the intersection of Fairgrounds Road and Tenth Street to the intersection of Fairgrounds Road and Tenth Street.

*Fairgrounds Road*, on the east side, from a point seventy feet north of the intersection of Fairgrounds Road and Kingshighway to the intersection of Fairgrounds Road and Kingshighway. (Ord. 2152, §1.)

*Fairgrounds Road*, on west side, from Ninth Street to Tenth Street. (Ord. 3554, §1)

*Fairgrounds Road*, on the west side, from a point two hundred and fifty feet north of the intersection of Fairgrounds Road and Kingshighway to the intersection of Fairgrounds Road and Kingshighway.

*Farrar Drive*, on the east side, between Fourteenth Street and Eighteenth Street. (Ord. 2152, §1.)



***Faulkner Avenue***, on the east side, from a point one hundred feet north of the intersection of Faulkner Avenue and Route 72 to a point one hundred and thirty feet north of the intersection of Faulkner Avenue and Route 72.

***Forum Drive***, on the east side, from a point one hundred and forty-five feet north of the intersection of Forum Drive and California Drive to the intersection of Forum Drive and California Drive. (Ord. 2491, §2.)

***Forum Drive***, on either side, between Soest Road and Tenth Street.

***Forum Drive***, on the west side, between Tenth Street and Homelife Plaza.

***Forum Drive***, on the east side, between Tenth Street and Truman Avenue.

***Forum Drive***, on the east side, from a point one hundred and fifty feet south of the Eighteenth Street round-a-bout to the intersection of the Eighteenth Street Round-a-bout.

***Forum Drive***, on the west side, from a point seventy feet south of the Eighteenth Street round-a-bout to the intersection of the Eighteenth Street round-a-bout.

***Gale Drive***, on the north side.

***Greentree Road***, on either side, from a point three hundred feet south of the intersection of Greentree Road and Tenth Street to the intersection of Greentree Road and Tenth Street.

***Greentree Road***, on the east side, from a point three hundred feet south of Tenth Street to a point four hundred feet south of Tenth Street. (Ord. 3663, §1)

***Gulf Avenue***, on the north side, between Ozark Street and Holloway Street.

***Highway 72***, on either side, from the intersection of Highway 72 and Bishop Avenue (U.S. Highway 63) to the intersection of Highway 72 and the southeast city limits.

***Highway E (University Drive and Nagogami Road)***, on either side, between Bishop Avenue (Highway 63) and west city limits. (Ord. 1769, §1.)

***Holloway Street***, on the east side, between the Tenth Street and Eighteenth Street. (Ord. 2152, 1958, §1.)

***Holloway Street***, on the west side, from a point one hundred and thirty feet north of the intersection of Holloway Street and Tenth Street to the intersection of Holloway Street and Tenth Street.

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**Holloway Street**, on the west side, from Fourteenth Street to Eighteenth Street. (Ord. 4475)

**Holloway Street**, on both sides, between Ninth Street and Tenth Street. (Ord. 2266, §1)

**Holmes Lane**, on the east side, from a point one hundred and forty feet north of the intersection of Holmes Lane and Salem Avenue to the intersection of Holmes Lane and Salem Avenue.

**Hy Point Boulevard**, on either side, between Highway V and Hy Point North.

**Hy Point North**, on the north side, between Hy Point Boulevard and Highway V.

**Independence Drive**, on the east side, between Independence Drive and Sherman Avenue.

**Independence Drive**, on the west side, from a point four hundred and twenty-five feet north of the intersection of Independence Drive and Pershing Place to the intersection of Independence Drive and Pershing Place.

**Johnson Street**, on either side, from a point one hundred thirty feet north of the intersection of Johnson Street and Highway 72 to the intersection of Johnson Street and Highway 72.

**Johnson Street**, on the west side, from a point one hundred and thirty feet north of the intersection of Johnson Street and Highway 72 to the intersection of Johnson Street and Highway 72.

**Kingshighway**, on either side, from the intersection of Kingshighway, Sixth Street, and State Street to the west city limits. (Ord. 1182, §5; Ord. 1514, §1; Ord. 1584, §1; Ord. 1585, §1; Ord. 1769, §1; Ord. 1953, §1; Ord. 2052, §1.)

**Lanning Lane**, on the south side, from a point eight hundred and eighty-five feet from the intersection of Lanning Lane and Bishop (U.S. Highway 63) to a point nine hundred and thirty feet from the intersection of Lanning Lane and Bishop (U.S. Highway 63).

**Lions Club Drive (Route CC)**, on either side, from the west line of the Rolla City Limits to the intersection of Bishop Avenue (U.S. Highway 63).

**Lions Club Drive**, on either side, from the intersection of Bishop Avenue (U.S. Highway 63) to the intersection of Highway 72, except nineteen hundred and sixty feet on the south side east of the intersection of Bishop Avenue (U.S. Highway 63).

*Main Street*, on the east side, between Fourth Street and Fifth Street. (Ord. 1711, §1; Ord. 1769, §1.)

*Main Street*, on the west side, from a point one hundred and fifty feet north of the intersection of Main Street and Fourth Street to the intersection of Main Street and Fourth Street.

*Main Street*, on the east side, from a point forty feet south of the intersection of Main Street and Seventh Street to the intersection of Main Street and Seventh Street. (Ord. 1725, §1; Ord. 1853, §1.)

*Main Street*, on the east side, from a point forty feet north of the intersection of Main Street and Seventh Street to the intersection of Main Street and Seventh Street. (Ord. 1725, §1; Ord. 1853, §1.)

*Main Street*, on the east side, from a point sixty feet south of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

*Main Street*, on the west side, from a point one hundred and twenty feet south of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

*Main Street*, on the east side, from a point sixty feet north of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

*Main Street*, on the west side, from a point sixty feet north of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

*Main Street*, on the east side, from a point eighty-five feet north of the intersection of Main Street and Tenth Street to a point one hundred and thirty feet north of the intersection of Main Street and Tenth Street.

*Main Street*, on the west side, from a point sixty feet north of the intersection of Main Street and Tenth Street to the intersection of Main Street and Tenth Street.

*Maple Street*, on the west side, between Seventh Street and the Rolla High School parking lot.

*Maple Street*, on the east side, from a point seventy-five feet north of the intersection of Maple Street and Seventh Street to the intersection of Maple Street and Seventh Street.

*Martin Springs Drive (south outer road of Interstate Highway 44)*, on either side, between Kingshighway and the west city limits. (Ord. 1769, §1.)

*McCutchen Drive*, on east side, between Tenth Street and Truman Avenue.

*McCutchen Drive*, on the west side, from a point two hundred and forty-five feet north of the intersection of McCutchen Drive and Tenth Street to a point three hundred and ten feet north of the intersection of McCutchen Drive and Tenth Street.

*Oak Street*, on the west side, between Eighth Street and Ninth Street.

*Oak Street*, on the west side, from a point forty feet north of the intersection of Oak Street and Thirteenth Street to the intersection of Oak Street and Thirteenth Street.

*Oak Street*, on the east side, from a point forty feet north of the Schuman Park parking lot to the intersection of Oak Street and Fourteenth Street.

*Old Wire Outer Road, (north outer road of Interstate Highway I-44)*, on either side, between Kingshighway and the west city limits.

*Olive Street*, on the west side, between Fifth Street and Sixth Street.

*Olive Street*, on the west side, from a point one hundred feet south of the intersection of Olive Street and Eighth Street to the intersection of Olive Street and Eighth Street.

*Olive Street*, on the east side, between Tenth Street and Eleventh Street.

*Olive Street*, on the east side, from the south intersection of Olive Street and Third Street to a point thirty-five feet south of the intersection of Olive Street and Third Street. (Ord. 4313)

*Park Street*, on the west side, from a point sixty feet south of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street. (Ord. 1930, §1.)

*Park Street*, on the east side, from a point seventy-five feet south of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street.

*Park Street*, on the west side, between Seventh Street and Eighth Street.

*Park Street*, on the east side, from a point forty feet north of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street.

*Park Street*, on the east side, from a point one hundred and thirty-five feet south of the intersection of Park Street and Eighth Street to the intersection of Park Street and Eighth Street.

***Pine Street***, on the east side, from a point seventy feet north of the intersection of Pine Street and Eighth Street to the intersection of Pine Street and Eighth Street.

***Pine Street***, on either side, from a point thirty-five feet south of the intersection of Pine Street and Twelfth Street to the intersection of Pine Street and Twelfth Street.

***Pine Street***, on the west side, between Twelfth Street and Bishop Avenue (U.S. Highway 63). (Ord. 1569, §1; Ord. 1769, §1.)

***Pine Street***, on the east side, between Twelfth Street and Thirteenth Street. (Ord. 1266, §1; Ord. 1769, §1.)

***Pine Street***, on either side, from a point one hundred fifty feet south of the intersection of Pine Street and Fourteenth Street to the intersection of Pine Street and Fourteenth Street.

***Pine Street***, on the east side, between Fourteenth Street and the north side of the Pine Street spur.

***Pine Street (spur)***, on the west side, from the intersection of the Pine Street spur and Fourteenth Street to the intersection of the Pine Street spur and Pine Street.

***Pine Street (spur)***, on the east side, from a point thirty feet south of the intersection of the Pine Street spur and Pine Street to the intersection of the Pine Street spur and Pine Street.

***Pine Street***, on the east side, from a point sixty feet south of the intersection of Pine Street and Fifteenth Street to the intersection of Pine Street and Sixteenth Street.

***Pine Street***, on the east side, from a point forty feet south of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

***Pine Street***, on the east side, from a point forty feet north of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

***Pine Street***, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

***Pine Street***, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty-feet south of the intersection of Pine Street and Eighteenth Street. (Ord. 4313)

***Pine Tree Road***, on either side, between Soest Road and Highway 72. (Ord. 3295, §1)

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***Poole Avenue***, on the west side, from a point eighty feet from the intersection of Poole Avenue and Fourteenth Street to the intersection of Poole Avenue and Fourteenth Street.

***Poole Avenue***, on the west side, from a point one hundred and fifty feet north of the intersection of Poole Avenue and Thirteenth Street to the intersection of Poole Avenue and Thirteenth Street.

***Poole Avenue***, on the east side, from a point one hundred and twenty feet south of the intersection of Poole Avenue and University Drive to the intersection of Poole Avenue and University Drive.

***Poole Avenue***, on the east side, from the intersection of Poole Avenue and Tenth Street to the intersection of Poole Avenue and University Drive. (Ord. 4313)

***Ridgeview Road***, on either side, between Bishop Avenue (Highway 63) and Walker Avenue.

***Rolla Street***, on the west side, from a point fifty-five feet south of the intersection of Rolla Street and Twelfth Street to the intersection of Rolla Street and Twelfth Street.

***Rolla Street***, on the east side, from a point fifty feet north of the intersection of Rolla Street and Eleventh Street to the intersection of Rolla Street and Eleventh Street.

***Rolla Street***, on the west side, between Eleventh Street and Twelfth Street. (Ord. 1252, §1; Ord. 1769, §1.)

***Rolla Street***, on east side, from a point one hundred and five feet south of the intersection of Rolla Street and Eleventh Street to a point one hundred thirty feet south of the intersection of Rolla Street and Eleventh Street.

***Rolla Street***, on west side, from a point one hundred and sixty feet south of the center of the Railroad tracks to the center of the Railroad tracks. (Ord. 3562, §1)

***Rolla Street***, on the east side, between Victoria Lane and Highway 72.

***Rolla Street***, on the west side, between Lanning Lane and Houston Road.

***Rolla Street***, on either side, between Lariat Lane and Lanning Lane.

***Rolla Street***, on the east side, between Highway 72 and Houston Road. (Ord. 1591, §1; Ord. 1769, §1.)

***Rucker Avenue***, on either side, between Black Street and Second Street. (Ord. 2507, §2.)



*Salem Avenue*, on the southwest side, from a point seventy feet southeast of the intersection of Salem Avenue and Fifth Street to the intersection of Salem Avenue and Fifth Street.

*Salem Avenue*, on the north side, from a point one hundred and fifteen feet north of the intersection of Salem Avenue and Leonard Drive to the intersection of Salem Avenue and Leonard Drive. (Ord. 3095, §1)

*Salem Avenue*, on the north side, from a point one hundred and seventy feet southeast of the intersection of Salem Avenue and Holmes Lane to the intersection of Salem Avenue and Holmes Lane.

*Salem Avenue*, on the north side, from a point forty feet northwest of the intersection of Salem Avenue and Holmes Lane to the intersection of Salem Avenue and Holmes Lane.

*Soest Road*, on either side, from a point seven hundred thirty feet east of the intersection of Soest Road and Salem Avenue to the intersection of Soest Road and Pine Tree Road

*Soest Road*, on either side, from a point one hundred and fifty feet west of the intersection of Soest Road and Aintree Road to the intersection of Soest Road and Pine Tree Road/Forum Drive. (Ord. 2437, §5.)

*Spilman Avenue*, on the east side, between Strobach Street and Ridgeview Road.

*Spring Avenue*, on the west side, from a point sixty feet north of the intersection of Spring Avenue and Thirteenth Street to a point one hundred and thirty-five feet north of Spring Avenue and Thirteenth Street.

*Spring Avenue*, on the east side, from a point forty feet south of the intersection of Spring Avenue and Eleventh Street to the intersection of Spring Avenue and Eleventh Street.

*State Street*, on the east side, from a point ninety feet north of the intersection of State Street and Seventh Street to the intersection of State Street and Seventh Street.

*State Street*, on the east side, between Ninth Street and Eleventh Street.

*State Street*, on the west side, from a point seventy feet south of the intersection of State Street and Tenth Street to the intersection of State Street and Tenth Street.

*State Street*, on the west side, from a one hundred twenty feet north of the intersection of State Street and Tenth Street to the intersection of State Street and Tenth Street.

*State Street*, on the east side, from a point one hundred and ninety feet north of the intersection of State Street and Eleventh Street to a point two hundred and forty-five feet north of the intersection of State Street and Eleventh Street.

*State Street*, on the east side, from a point eighty-eight feet north of the intersection of State Street and Sixth Street to the intersection of State Street and Sixth Street.

*State Street*, on the east side, from a point two hundred and forty-five feet north of the intersection of State Street and Eleventh Street to the intersection of State Street and Eleventh Street.

*State Street*, on the west side, from the intersection of State Street and Eleventh Street to the intersection of State Street and Miner Circle.

*Strobach Avenue*, on either side, between Spilman Avenue and Bishop Avenue (U.S. Highway 63). (Ord. 1966, §1.)

*Tower Road*, on either side.

*University Drive*, on either side.

*Vichy Road*, on the west side, between St. Patrick Lane and the north city limits.

*Vichy Road*, on either side, between Eighteenth Street and Vienna Road. (Ord. 1769, §1.)

*Vichy Road*, on the east side, from a point one hundred and fifteen feet south of the intersection of Bishop Avenue (Highway 63) and Vichy Road to a point forty feet north of the intersection of Vichy Road and Vienna Road.

*Vichy Road*, on the east side, from a point two hundred and thirty feet south of the intersection of Vichy Road and Roseglade Road to a point thirty feet north of the intersection of Vichy Road and Roseglade Road.

(Revised 11/16)

*Vichy Road*, on the east side, from a point two hundred and feet south of the intersection of Vichy Road and Meadowbrook Drive to a point thirty feet north of the intersection of Vichy Road and Meadowbrook Drive.

*Vichy Road*, on the east side, from a point one hundred and fifteen feet south of the intersection of Bishop Avenue (Highway 63) and Vichy Road to a point one hundred and thirty feet north of the intersection of Vichy Road and Vienna Road. (Ord. 4325, §1)



*Vichy Road*, on the east side, from a point two hundred and nine feet south of the intersection of Vichy Road and Roseglade Road to a point two hundred and sixty feet north of the intersection of Vichy Road and Roseglade Road. (Ord. 4325, §1)

*Vichy Road*, on the east side, from a point three hundred and ten feet south of the intersection of Vichy Road and Meadowbrook Drive to a point one hundred fifty feet north of the intersection of Vichy Road and Meadowbrook Drive. (Ord. 4325, §1)

*Victoria Lane*, on the cul-de-sac. (Ord. 3212, §1)

*Vienna Road*, on either side, between Vichy Road and Roseglade Road.

*Vienna Road*, on either side, from the intersection of Vienna Road and Vichy Road to the north city limits. (Ord. 4325, §1)

*Walker Street*, on either side, between Kingshighway and the center of the Railroad tracks. (Ord. 2052, §1.)

*Walnut Street*, on the west side, between Highway 72 and Phelps Avenue. (Ord. 1769, §1; Ord. 2266, §1.)

*Walnut Street*, on the east side, between Highway 72 and First Street.

*Walnut Street*, on the west side, from a point fifty feet south of the intersection of Walnut Street and Seventh Street to the intersection of Walnut Street and Seventh Street.

*Walnut Street*, on the east side, between Eighteenth Street and Bishop Avenue (Highway 63) (Ord. 3756, §1)

*Walnut Street*, on the west side, from a point two hundred and eighty-five feet south of the intersection of Walnut and Bishop Avenue (Highway 63) to the intersection of Walnut Street and Bishop Avenue (Highway 63).

*Walnut Street*, on the west side, between Eighteenth Street and Nineteenth Street.

*White Columns Drive*, on either side, from Nagogami Road (Highway E) to the north city limits.

*Winchester Drive*, on either side, between Rolla Street and Chestnut Drive. (Ord. 4198, §1; Ord. 4289, §1, Ord. 4313, §1; Ord. 4349, §1; Ord. 4355, §§1-3; Ord. 4462, §1; Ord. 4475, §1; Ord. 4511, §1)

**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 22nd DAY OF FEBRUARY, 2022.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

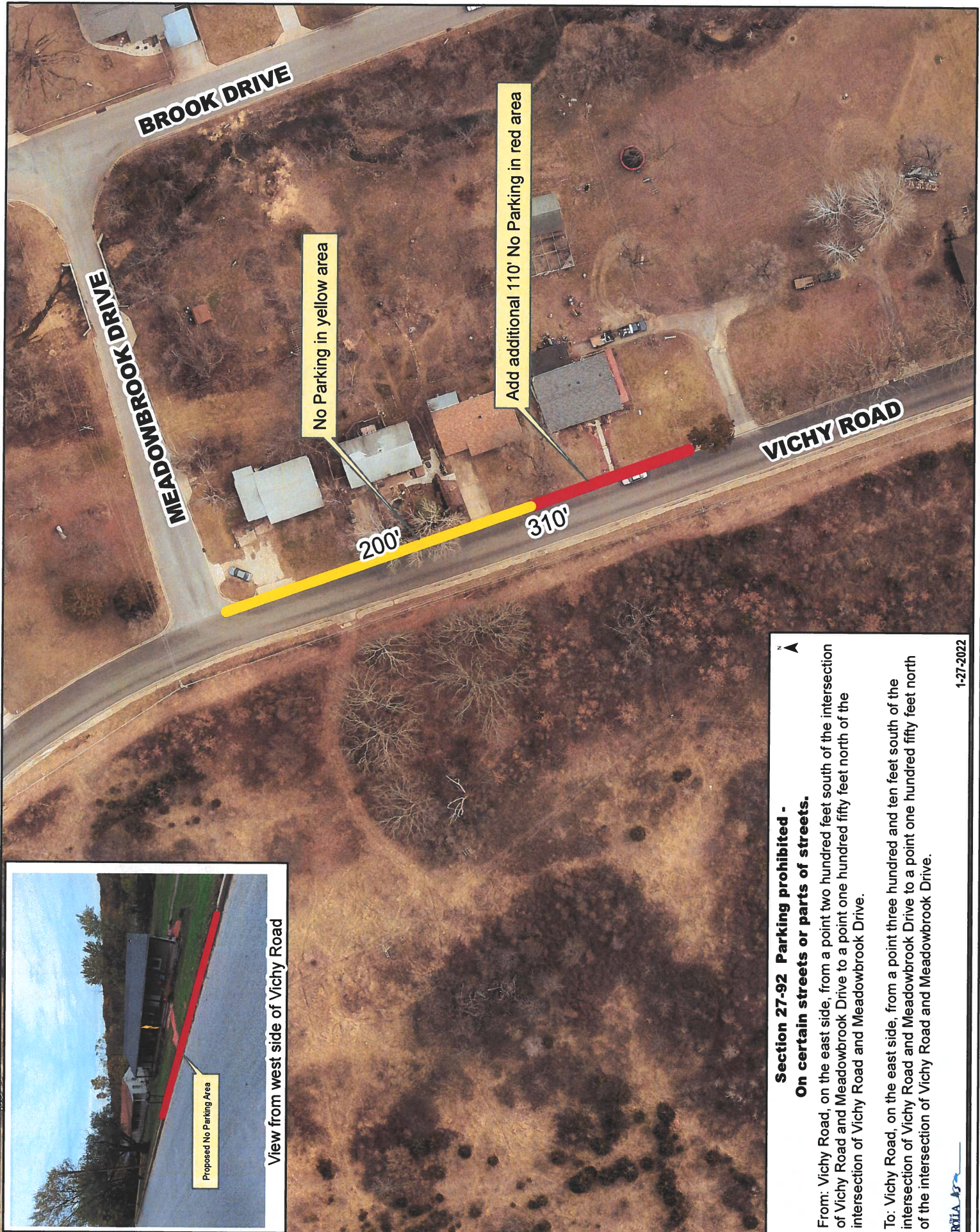
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

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

III.A.18





**BROOK DRIVE**

**MEADOWBROOK DRIVE**

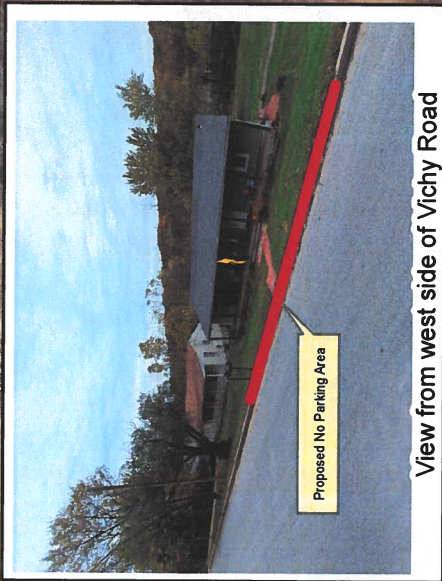
**VICHY ROAD**

No Parking in yellow area

Add additional 110' No Parking in red area

200'

310'



Proposed No Parking Area

View from west side of Vichy Road

**Section 27-92 Parking prohibited -  
On certain streets or parts of streets.**

From: Vichy Road, on the east side, from a point two hundred feet south of the intersection of Vichy Road and Meadowbrook Drive to a point one hundred fifty feet north of the intersection of Vichy Road and Meadowbrook Drive.

To: Vichy Road, on the east side, from a point three hundred and ten feet south of the intersection of Vichy Road and Meadowbrook Drive to a point one hundred fifty feet north of the intersection of Vichy Road and Meadowbrook Drive.





CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Brady Wilson

ACTION: Discussion

ITEM/SUBJECT: Curbside Recycling

BUDGET APPROPRIATION: NA

DATE: February 22, 2022

\*\*\*\*\*

COMMENTARY:

As a follow-up to the discussion from the February 7<sup>th</sup> City Council meeting, staff has recommended the elimination of residential curbside recycling collection services due to the following reasons:

- 1) The high cost of providing the service in comparison to the relatively small amount of tonnage/volume collected and diverted. The annual net cost of \$172,000 diverts approximately 400 tons, which equates to a cost of \$430.00 per ton (3 times the cost of trash collection).
- 2) Consistent lack of available manpower. Attracting and hiring qualified CDL drivers has become increasingly challenging. Lack of manpower places an additional workload on the remaining employees.
- 3) High rate of employee turnover. The labor-intensive nature of the work along with competition from other higher-paying employment opportunities make retention of employees difficult. On average, the department is attempting to fill open positions on a monthly basis.

As part of this recommendation, the Department would continue to focus on overall recycling efforts, including operation of the recycling center for drop-off recycling, collection of cardboard and paper from commercial sources, etc. It's estimated that less than 10% of the total amount recycled annually would be lost if curbside collection is discontinued. The volume collected via curbside recycling accounts for 2% of total waste generation in Rolla.

If the decision is made to eliminate curbside recycling, staff recommends phasing out the service over the next five weeks, through the end of March. This would allow time to notify residents of the change in service. The final week of collection would be March 28-April 1, 2022. If this is the chosen scenario, staff recommends postponing a rate increase until the end of 2022 when the financial position of the department can be re-evaluated after reducing operational costs.

If the decision is to continue to provide the curbside collection service, City Council will be asked to consider a 20% increase in residential service rates. This would raise the current rates of \$12.75/month for 35-gallon service and \$15.25/month for 90-gallon service to \$15.30 and \$18.30/month respectively. This increase would be needed to cover the increasing costs of operations and to stabilize the Fund balance. Additionally, during the FY 2022-23 budget planning process it will likely be necessary to consider a pay increase for those employees performing curbside recycling collections. However, a rate/pay increase does not insure the availability and retention of the necessary manpower.



CITY OF ROLLA  
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Award and Contract to Cahill's Construction for Animal Shelter Phase 1.

BUDGET APPROPRIATION: \$465,000

DATE: February 22, 2022

\*\*\*\*\*

COMMENTARY:

The city opened bids for the new Animal Shelter Project – Phase 1 (exterior building shell) on January 26<sup>th</sup>. The city received the following bids:

		<u>Completion</u>
Bales Construction	\$509,800	180 days
Cahill's Construction	\$465,000	170 days

We didn't anticipate many bids due to the project scope (prevailing wage, public sector) but were pleased with the prices received. The Community has raised approximately \$750,000. We will have spent approximately \$150,000 on design services and fund raising efforts. We will have \$100,000+ to go towards Phase 2 interior services. Phase 2 could cost as much as \$400,000-500,000 to finish out the project that will need to be made up in additional fund-raising, volunteer, or other in kind services. Building construction could begin as early as April with completion by October 2022.

Recommendation: Final reading of Ordinance approving the contract for services with Cahill's Construction.

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CAHILL'S CONSTRUCTION, 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 Cahill's Construction, INC., a copy of said agreement being attached hereto and marked Exhibit "A".

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 22ND DAY OF FEBRUARY 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III.C.2



 **AIA® Document A101® – 2017**

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Twenty-second day of February in the year Two Thousand Twenty-Two  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Rolla  
901 N. Elm St.  
Rolla, Mo 65402

and the Contractor:  
(Name, legal status, address and other information)

Cahills Construction, Inc.  
1704 E. 10th St. Ste. D  
Rolla, MO 65401

for the following Project:  
(Name, location and detailed description)

New Animal Shelter, Rolla MO - PHASE 1  
1600 Block of Lion's Club Drive, Rolla MO

The Architect:  
(Name, legal status, address and other information)

Shelter Planners of America  
1106 West Randol Mill Road  
Suite 300  
Arlington, Texas 76012

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than One Hundred Seventy ( 170 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Sixty-Five Thousand Dollars (\$ 465,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

#### § 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### § 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION The undersigned Bidder agrees that, from the commencement of the Work until the date of Substantial Completion, the Owner may retain the sum of One Hundred Dollars (\$100) for each calendar day after the agreed Date of Substantial Completion that the Work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

#### § 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**Five Percent (5%)**

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**One and a half percent % 1.5%**

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.



*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

Zero

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

John Butz, City Administrator

City of Rolla, MO

901 N. Elm St.

Rolla, MO 65402

Mobile Number: (573) 426-6948

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Tonie Cahill, President

Init.

Cahills Construction, Inc  
1704 E. 10th St. Ste. D  
Rolla, MO 65401  
(573) 426-5305  
Email Address: toniecahill@cahillsconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, the Project Manual~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide ~~bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.~~ Performance and Payment bonds on AIA 312 forms.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

None

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- ~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
<u>Refer to Exhibit A</u>		

.6 Specifications

Section	Title	Date	Pages
<u>Refer to Exhibit B</u>			

.7 Addenda, if any:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>1-14-2022</u>	<u>18 pages</u>
<u>Addendum No. 2</u>	<u>1-20-2022</u>	<u>2 pages</u>
<u>Addendum No. 3</u>	<u>1-21-2022</u>	<u>7 pages</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~The Sustainability Plan:~~

Title	Date	Pages
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~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
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**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Mayor Louis J Magdits IV

(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

Tonie Calhill, President

(Printed name and title)

Init.

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Barnard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 10:05:36 ET on 02/18/2022 under Order No. 2114266787 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

President

(Title)

2-18-22

(Dated)

# EXHIBIT A

New Animal Shelter for Rolla, MO - Phase 1  
1600 Block of Lion's Club Drive  
Rolla, MO

## Article 9

9.1.5 The Drawings are those listed below and dated December 27, 2021, as prepared by Shelter Planners of America, unless otherwise indicated by Addendum.

### SHEET NO.   SHEET DESCRIPTION

#### **ARCHITECTURAL DRAWINGS**

- 1.0            COVER SHEET
- 1.1            GENERAL INFORMATION
- 1.2            LIFE SAFETY PLAN - FOR PHASE 1 & PHASE 2 (Addendum No. 1)
- 2.1            FLOOR PLAN (Addendum No. 1)
- 2.2            ROOF PLAN
- 3.1            DOOR SCHEDULE, DOOR TYPES, & FRAME TYPES
- 6.1            EXTERIOR ELEVATIONS (Addendum No. 1)
- 7.1            BUILDING SELECTIONS (Addendum No. 1)
- 7.2            EXTERIOR WALL TYPES
- 7.3            EXTERIOR VIEWS

#### **CIVIL CONSULTANT**

- C001           CIVIL NOTES, LEGENDS AND ABBREVIATIONS
- C100           EXISTING TOPOGRAPHY & DEMOLITION PLAN
- C200           SITE PLAN
- C500           CIVIL DETAILS (Addendum No. 2)

#### **STRUCTURAL CONSULTANT**

- S000           STRUCTURAL NOTES
- S100           FOUNDATION PLAN
- S110           ROOF FRAMING PLAN
- S200           STRUCTURAL DETAILS
- S210           FOUNDATION DETAILS
- S320           WOOD FRAMING DETAILS (Addendum No. 1)
- S321           MASONRY DETAILS

— END OF EXHIBIT A —

# EXHIBIT B

New Animal Shelter for Rolla, MO - Phase 1  
 1600 Block of Lion's Club Drive  
 Rolla, MO

## Article 9

9.1.6 The Specifications are those listed below and dated December 27, 2021, as prepared by Shelter Planners of America, unless otherwise indicated by Addendum.

New Animal Shelter for Rolla, MO – Phase 1	Shelter Planners of America
Rolla, Missouri	1151
<del>Addendum No. 1</del>	<del>January 14, 2022</del>
<u>Addendum No. 3</u>	<u>January 21, 2022</u>

DOCUMENT 000110

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<u>Addendum No. 3</u> .....	<u>21 January 2022</u>
Addendum No. 1.....	14 January 2022
Construction Documents.....	27 December 2021

<u>NUMBER</u>	<u>NAME</u>	<u>ISSUE DATE</u>	<u>REVISED DATE</u>
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**INTRODUCTORY INFORMATION**

000101	Title Page .....	27 Dec 21	
000107	Seals Page .....	27 Dec 21	
000110	Table of Contents .....	27 Dec 21	<u>21 Jan 22</u>

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

001113	Advertisement for Bids .....	27 Dec 21	
002113	Instructions to Bidders – A701-2018 .....	27 Dec 21	
002600	Procurement Substitution Procedures .....	27 Dec 21	
	Procurement Substitution Request Form .....	27 Dec 21	
003132	Geotechnical Data .....	27 Dec 21	
004113	Bid Form – Stipulated Sum (Single-Prime Contract) .....	27 Dec 21	
004115	Insurance Requirements .....	14 Jan 22	
<u>004345</u>	<u>Prevailing Wage Rates</u> .....	<u>21 Jan 22</u>	
007200	General Conditions.....	27 Dec 21	
	General Conditions of the Contract for Construction		
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**DIVISION 01 – GENERAL REQUIREMENTS**

011000	Summary .....	27 Dec 21	
012500	Substitution Procedures .....	27 Dec 21	
	Substitution Request Form .....	27 Dec 21	
012600	Contract Modification Procedures .....	27 Dec 21	
012900	Payment Procedures .....	27 Dec 21	
013100	Project Management and Coordination .....	27 Dec 21	
013200	Construction Progress Documentation .....	27 Dec 21	
013233	Photographic Documentation .....	27 Dec 21	
013300	Submittal Procedures .....	27 Dec 21	
014000	Quality Requirements .....	27 Dec 21	
014100	Testing Laboratory Services.....	27 Dec 21	
014200	References .....	27 Dec 21	
015000	Temporary Facilities and Controls.....	27 Dec 21	
015713	Erosion and Sedimentation Control.....	27 Dec 21	
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017300	Execution .....	27 Dec 21	
017700	Closeout Procedures.....	27 Dec 21	
017839	Project Record Documents.....	27 Dec 21	

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**DIVISION 03 – CONCRETE**

033000	Cast-in-Place Concrete (S).....	27 Dec 21	
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**DIVISION 04 – MASONRY**

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047300	Thin Stone Veneer .....	27 Dec 21	

III.C.13



**SECTION  
NUMBERS**

**SECTION TITLE**

**PAGES**

New Animal Shelter for Rolla, MO – Phase 1  
Rolla, Missouri  
~~Addendum No. 1~~  
**Addendum No. 3**

Shelter Planners of America  
1151  
~~January 14, 2022~~  
**January 21, 2022**

<b>NUMBER</b>	<b>NAME</b>	<b>ISSUE DATE</b>	<b>REVISED DATE</b>
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055000	Metal Fabrications (S).....	27 Dec 21	
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<b>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</b>			
072726	Fluid-Applied Membrane Air Barriers.....	27 Dec 21	
073113	Asphalt Shingles.....	27 Dec 21	
074646	Fiber-Cement Siding.....	27 Dec 21	
076200	Sheet Metal Flashing and Trim.....	27 Dec 21	
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<b>DIVISION 08 – OPENINGS</b>			
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087100	Door Hardware.....	27 Dec 21	
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**— END OF EXHIBIT B —**



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** First Reading

**SUBJECT:** Davis Addition: a Minor Subdivision Final Plat to combine three commercial lots into one lot.

(SUB22-01)

**MEETING DATE:** February 22, 2022

---

**Application and Notice:**

Applicant/Owner - Jeff Davis of 24/7 Homes, LLC

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

**Background:**

The applicant intends to develop the subject property. The property was recently rezoned to allow for the planned development. To make development easier without having to consider interior lot lines, the applicant seeks to combine the three platted lots and a formerly vacated alleyway into one large commercial lot. Most of the entire property is within the designated floodplain. The applicant is aware of the floodplain development requirements, which could greatly impact the ability to develop the property.

**Property Details:**

Current zoning - C-2, General Retail

Current use - Residential/Undeveloped

Land area - 0.49 acres

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Hwy 72, a Major Arterial road; and frontage on Olive Street, a collector street; and Oak Street, a local street.

Sidewalks - Sidewalks are located along the frontage of the property on all streets.

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

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

**Discussion:** The proposed plat appears to meet all zoning and subdivision requirements.

**Planning and Zoning Commission Recommendation:**

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

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

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

W.A.1

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

**AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF DAVIS ADDITION.**

**(SUB 22-01)**

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

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7TH DAY OF MARCH, 2022.**

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

IV.A.2

**RECORDER'S CERTIFICATE**

**DESCRIPTION**

All of Lots 4, 5 and 8 in Block 9 in Newman's Addition to the City of Rolla, Missouri, except that part conveyed to the State of Missouri for highway purposes in Ordinance 3213, as amended, recorded in the Recorder's Office of Block 101 at Page 119. ALSO EXCEPT that part conveyed to the State of Missouri by Ordinance 3213, as amended, recorded in the Recorder's Office of Block 101 and through the Missouri Highway and Transportation Commission via Warranty Deed dated July 13, 1984, of record at Document No. 9405614 of the Phelps County Deeds Records.

ALSO All of Lot 6 and the North fractional part of Lot 7, being that part of said Lot 7 not taken by the State of Missouri for the right-of-way for Highway 72, recorded in Ordinance 3213, as amended, recorded in the Recorder's Office of the City of Rolla, Missouri, according to the plat of record in the Recorder's Office of Phelps County, Missouri.

Except that part conveyed to the State of Missouri acting through the Missouri Planning and Zoning Commission via Warranty Deed dated February 14, 1994, filed March 25, 1994 of record at Document #9401835.

ALSO conveying all of our right, title and interest received by Ordinance No. 3213 Highway 72 and South of Phelps Avenue as filed November 4, 1997, in Document #1997-5910.

**DEDICATION**

Whereas, 24/7 Homes, LLC, therein called ("DEDICATOR") is the owner of the premises described on this plat, and

Whereas, DEDICATOR desires to subdivide the land as shown on this plat with said subdivision to be named "DAVIS ADDITION".

DEDICATOR does hereby dedicate to the public use forever all easements shown upon this plat and subdivide the premises shown on this plat so that all of said premises will now be known as "DAVIS ADDITION".

DEDICATOR does further grant to all political subdivisions and public utilities providing utility services to the land described on this plat the right to install and maintain overhead and underground power, telephone, cable television, and natural gas lines within and along those places which are designated as utility easements on this plat.

In witness whereof, the DEDICATOR has executed this dedication this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

by: Jeffrey Davis  
24/7 Homes, LLC

State of Missouri }  
County of Phelps } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Jeffrey Davis, to me known to be the person described in and who executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

**ACKNOWLEDGMENT OF APPROVAL BY CITY COUNCIL**

This is to acknowledge that the City Council of the City of Rolla, Missouri has by ordinance duly adopted and approved this plat and order of dedication, the same to be filed for record in the Office of the Recorder of Deeds, Phelps County, Missouri.

Louis J. Magdlin, IV  
Mayor, City of Rolla

Larri Thurman  
City Clerk

**IMPROVEMENT ACCEPTANCE**

Approved subject to construction of improvements in accordance with subdivision plans on file with the City of Rolla, this plat meets current subdivision codes of the City of Rolla.

Steve Hargis, PE  
Director of Public Works

Rodney Bourne, General Manager  
Rolla Municipal Utilities

Floyd Jernigan  
Director of Parks

**COUNTY & CITY TAX RELEASE**

I hereby certify that all property taxes levied by the County of Phelps and the City of Rolla against the real estate described on this plat have been paid in full for 2021 and all prior years.

Felix Barnes, Treasurer  
Phelps County, Missouri

**NOTES**

- Type Urban Accuracy Standards.
- Parent Title Reference: 2007-6045, 2021-4003
- Field work performed in December, 2021.
- A current title report has not been furnished to the land surveyor by the client, and no investigation has been conducted as to the present status of assessments or other restrictive conditions affecting the subject land.

**SURVEYOR'S CERTIFICATION**

Know all men by these presents:

That I, Jason Lortz, do hereby certify that this plat meets Missouri Minimum Standards for Property Boundary Surveys and was prepared under my supervision from actual survey of the land described on this plat and signed by Jason Lortz, L.S. No. 2012000098 and that corner monuments and lot corner pins shown herein were set by Jason Lortz, L.S. No. 2012000098 in accordance with Article II, Chapter 42, of the City Code of Rolla, Missouri.

Jason Lortz  
PLS 2012000098  
Date 1/19/22



**PLANNING AND ZONING APPROVAL**

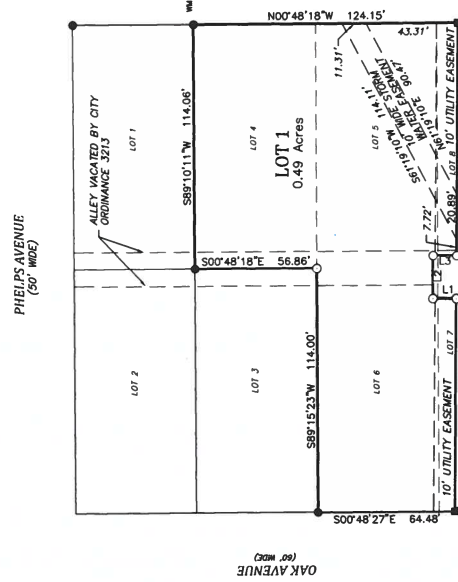
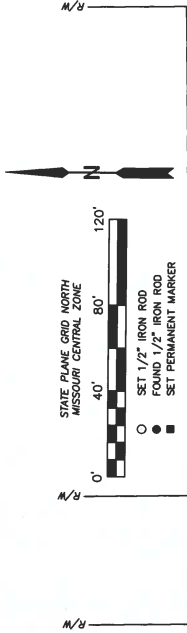
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Planning and Zoning Commission of Rolla, Missouri.

Don Brown, Chairman  
Planning and Zoning Commission

Steve Flowers  
Community Development Director

**DAVIS ADDITION**  
Block 9 of Newman's Addition  
Rolla, Missouri

**A Resubdivision of Lots 4, 5, 6 and part of Lots 7 & 8 and part of the vacated alley in**



MISSOURI HIGHWAY 72  
(VARIABLE WIDTH)  
DOC. 9401835

LINE	BEARING	DISTANCE
1	N00°04'59"W	11.00'
2	N89°55'01"E	20.00'
3	S00°04'59"E	11.00'

PROPERTY IS ZONED C-2

**SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANT AS TO THE ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS**

The undersigned owners of the tract of land herein platted do hereby impose upon said property and do hereby make the following restrictive covenant. No construction may be commenced upon the above described property until all necessary building and construction permits have been obtained from the City of Rolla, Missouri and that it is understood by the undersigned that no such permits shall be issued until the above mentioned building and construction of all public improvements pertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri. The above mentioned public improvements shall be the responsibility of the undersigned owners of the tract of land herein platted. The City of Missouri for the completion of such improvements as required by Article II, Chapter 42 of the City Code of Rolla, Missouri.

IV.A.3





**Project Information:**

Case No: SUB22-01  
 Location: 304 S Olive/305 S Oak  
 Applicant: 24/7 Homes, LLC  
 Request:  
 Minor Subdivision to combine 3 commercial lots



**For More Information Contact:**

Tom Coots, City Planner  
 tcoots@rollacity.org

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

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz ACTION REQUESTED: Discussion

ITEM/SUBJECT: Discussion on UTV operations in City of Rolla

BUDGET APPROPRIATION: \$250 +/-

DATE: February 22, 2022

\*\*\*\*\*

COMMENTARY:

At the January 18<sup>th</sup> Council Meeting, a citizens' request was filed by Mr. Kelly Martin to consider modifying Section 27-36 of the Rolla City Code which prohibits the operation of all-terrain vehicles inside the city limits. The issue of allowing "utility vehicles" on city streets, allowed per state statutes (RSMo 304.032) by local action, has been growing in recent years. Initially very small rural communities began allowing, but in the last couple years the issue has been granted by larger communities such as Kirkwood, O'Fallon, Union, and Popular Bluff.

State regulations address ATVs, UTVs, and golf carts separately. While very unpopular by law enforcement due to safety concerns (see 02/07/22 memo from Chief Fagan) communities have been experimenting with various forms of permits and requirements. Attached is general information on the topic along with a preliminary ordinance to allow UTVs with restrictions

Discussion needed to finalize a draft ordinance if desired by Council.





## Alternative Transportation Discussion – UTVs, ATVs, Golf Carts

**The Issue:** Missouri cities have the statutory authority to allow UTVs, ATVs and golf carts on city streets as an alternative mode of transportation. While originally an issue for county government and the use of rural routes over the last few couple years many smaller communities (i.e. St. James, Perryville, Osage Beach) have adopted regulations to grant special permission (permits) for some operators, but in the last couple years the popularity of same has moved into larger communities such as Kirkwood, Sikeston and O’Fallon. The popularity and sophistication of 4-wheelers and golf carts in both rural and urban areas, in addition to the growth of handicapped accessibility, bike-sharing and electric scooter programs, has led to cities evaluating the strengths and weaknesses of expanding alternative transportation methods. The opposition to such allowances is the concern of public (traveling) safety. Over the last thirty years tremendous efforts have been mandated by states and the federal government to enhance vehicular safety (i.e. airbags, crash tests, seatbelts, rollover safety, inspections) very little of which applies to off-road vehicles.

### **MO Statutory Definitions:**

**"All-terrain vehicle"**, any motorized vehicle manufactured and used exclusively for off-highway use, with an unladen dry weight of one thousand five hundred pounds or less, traveling on three, four or more nonhighway tires, with either:

(a) A seat designed to be straddled by the operator, and handlebars for steering control, but excluding an electric bicycle; or

(b) A width of fifty inches or less, measured from outside of tire rim to outside of tire rim, regardless of seating or steering arrangement

**"Utility vehicle"**, any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes;

**"Recreational off-highway vehicle"**, any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty inches but no more than eighty inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred pounds or less, traveling on four or more nonhighway tires and which may have access to ATV trails.

**"Golf cart"** means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour.

Cities that allows some form: Kirkwood (GC), O'Fallon, Poplar Bluff, Raymore, Sikeston (UTV), De Soto (UTV over 200 registered), Milan, Perryville, Pevely, Osage Beach, Malden (ATV, UTV & GC), Pacific, Centralia (UTV, GC), Ashland (ATV), St. James, Union (UTV), Houston (UTV & GC), Potosi (UTV & GC)

[Note: Farmington & Chesterfield voted down same]

**Rolla:** Sec. 27-36. Nonlicensed all terrain vehicles - Prohibited.

(a) It shall be unlawful for any person to operate upon the public streets or sidewalks in the City of Rolla, Missouri any non-licensed all terrain vehicle.

(b) For the purposes of this Ordinance, the terms "all terrain vehicle" means a motorized vehicle having three or four wheels with tires that are designed for off the road driving.

(c) For the purpose of this Ordinance, the term "nonlicensed all terrain vehicle" means a vehicle that is not subject to licensing and registration laws of the State of Missouri.

(d) The penalty for violation of this Ordinance is a fine not to exceed five hundred dollars or a jail sentence not to exceed three months or both a fine and jail sentence within said limits. (Ord. 2567, §§1-4.)

Missouri Law:

**304.013. All-terrain vehicles**, prohibited on highways, rivers or streams of this state, exceptions, operational requirements — special permits — prohibited uses — penalty.

— 1. No person shall operate an all-terrain vehicle, as defined in section **301.010**, upon the highways of this state, except as follows:

- (1) All-terrain vehicles owned and operated by a governmental entity for official use;
- (2) All-terrain vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation;
- (3) All-terrain vehicles operated by handicapped persons for short distances occasionally only on the state's secondary roads when operated between the hours of sunrise and sunset;
- (4) **Governing bodies of cities may issue special permits to licensed drivers for special uses of all-terrain vehicles on highways within the city limits. Fees of fifteen dollars may be collected and retained by cities for such permits;**
- (5) Governing bodies of counties may issue special permits to licensed drivers for special uses of all-terrain vehicles on county roads within the county. Fees of fifteen dollars may be collected and retained by the counties for such permits;
- (6) Municipalities may by resolution or ordinance allow all-terrain vehicle operation on streets or highways under the governing body's jurisdiction. Any person operating an all-terrain vehicle pursuant to a municipal resolution or ordinance **shall maintain proof of financial responsibility in accordance with section 303.160 or maintain any other insurance policy providing equivalent liability coverage for an all-terrain vehicle.**

2. No person shall operate an off-road vehicle within any stream or river in this state ...

3. A person operating an all-terrain vehicle on a highway pursuant to an exception covered in this section **shall have a valid operator's or chauffeur's license**, except that a handicapped person operating such vehicle pursuant to subdivision (3) of subsection 1 of this section, but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than thirty miles per hour. When operated on a highway, an all-terrain vehicle **shall have a bicycle safety flag, which extends not less than seven feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.**

4. No persons shall operate an all-terrain vehicle:

- (1) In any careless way so as to endanger the person or property of another;
- (2) While under the influence of alcohol or any controlled substance;
- (3) Without a securely fastened **safety helmet** on the head of an individual who operates an all-terrain vehicle or who is being towed or otherwise propelled by an all-terrain vehicle, **unless the individual is at least eighteen years of age.**

5. **No operator of an all-terrain vehicle shall carry a passenger, except for agricultural purposes. The provisions of this subsection shall not apply to any all-terrain vehicle in which the seat of such vehicle is designed to carry more than one person.**

6. A violation of this section shall be a class C misdemeanor.

**304.032. Utility vehicles, operation on highway and in streams or rivers prohibited — exceptions — passengers prohibited — violations, penalty. — 1. No person shall operate a utility vehicle, as defined in section [301.010](#), upon the highways of this state, except as follows:**

- (1) Utility vehicles owned and operated by a governmental entity for official use;
- (2) Utility vehicles operated for agricultural purposes or industrial on-premises purposes between the official sunrise and sunset on the day of operation, unless equipped with proper lighting;
- (3) Utility vehicles operated by handicapped persons for short distances occasionally only on the state's secondary roads when operated between the hours of sunrise and sunset;
- (4) **Governing bodies of cities may issue special permits for utility vehicles to be used on highways within the city limits by licensed drivers. Fees of fifteen dollars may be collected and retained by cities for such permits;**
- (5) **Governing bodies of counties may issue special permits for utility vehicles to be used on county roads within the county by licensed drivers. Fees of fifteen dollars may be collected and retained by the counties for such permits;**
- (6) **Municipalities may by resolution or ordinance allow utility vehicle operation on streets or highways under the governing body's jurisdiction. Any person operating a utility vehicle pursuant to a municipal resolution or ordinance shall maintain proof of financial responsibility in accordance with section [303.160](#) or maintain any other insurance policy providing equivalent liability coverage for a utility vehicle.**



2. No person shall operate a utility vehicle within any stream or river in this state ...

3. A person operating a utility vehicle on a highway pursuant to an exception covered in this section shall have a **valid operator's or chauffeur's license**, except that a handicapped person operating such vehicle under subdivision (3) of subsection 1 of this section, but shall not be required to have passed an examination for the operation of a motorcycle, and the vehicle shall be operated at speeds of less than forty-five miles per hour.

4. **No persons shall operate a utility vehicle:**

(1) **In any careless way** so as to endanger the person or property of another; or

(2) **While under the influence of alcohol** or any controlled substance.

5. No operator of a utility vehicle shall **carry a passenger**, except for agricultural purposes. The provisions of this subsection shall not apply to any utility vehicle in which the seat of such vehicle is **designed to carry more than one person**.

6. A violation of this section shall be a class C misdemeanor.

**304.033. Recreational off-highway vehicles**, operation on highways prohibited, exceptions — operation within streams and rivers prohibited, exceptions — license required for operation, exception. — 1. No person shall operate a recreational off-highway vehicle, as defined in section **301.010**, upon the highways of this state, except as follows:

(1) Recreational off-highway vehicles owned and operated by a governmental entity for official use;

(2) Recreational off-highway vehicles operated for agricultural purposes or industrial on-premises purposes;

(3) Recreational off-highway vehicles operated within three miles of the operator's primary residence. The provisions of this subdivision **shall not authorize the operation of a recreational off-highway vehicle in a municipality unless such operation is authorized by such municipality** as provided for in subdivision (5) of this subsection;

(4) Recreational off-highway vehicles operated by handicapped persons for short distances occasionally only on the state's secondary roads;

(5) **Governing bodies of cities may issue special permits to licensed drivers for special uses of recreational off-highway vehicles on highways within the city limits. Fees of fifteen dollars may be collected and retained by cities for such permits;**

(6) Governing bodies of counties may issue special permits to licensed drivers for special uses of recreational off-highway vehicles on county roads within the county. Fees of fifteen dollars may be collected and retained by the counties for such permits.

2. No person shall operate a recreational off-highway vehicle within any stream ...
3. A person operating a recreational off-highway vehicle on a highway pursuant to an exception covered in this section shall have a **valid operator's or chauffeur's license**, except that a handicapped person operating such vehicle pursuant to subdivision (4) of subsection 1 of this section, but shall not be required to have passed an examination for the operation of a motorcycle. An individual shall not operate a recreational off-highway vehicle upon \* a highway in this state without **displaying a lighted headlamp and a lighted tail lamp**. A person may not operate a recreational off-highway vehicle upon a highway of this state unless such person **wears a seat belt**. When operated on a highway, a recreational off-highway vehicle shall be equipped with a roll bar or roll cage construction to reduce the risk of injury to an occupant of the vehicle in case of the vehicle's rollover.

**304.034. Municipalities may regulate golf cart and motorized wheelchair usage** on streets and highways. — 1. Notwithstanding any other law to the contrary, the governing body of any municipality **may by resolution or ordinance allow persons to operate golf carts or motorized wheelchairs upon any street** or highway under the governing body's jurisdiction. A golf cart or motorized wheelchair shall **not be operated at any time on any state or federal highway, but may be operated upon such highway in order to cross a portion of the state highway system which intersects a municipal street**. No golf cart or motorized wheelchair shall cross any highway at an intersection where the highway being crossed has a posted speed limit of more than forty-five miles per hour.

2. Golf carts operated on city streets shall be **equipped with adequate brakes and shall meet any other safety requirements imposed by the governing body**. Golf carts are not **subject to the registration provisions** of [chapter 301](#).

3. As used in this section, a "golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that **is not capable of exceeding speeds of twenty miles per hour**.

**MODOT:** “Those types of vehicles are not currently allowed on any state roadway or right of way.” (note: they are allowed to cross state roads w/ speed limits under 45 MPH)

**Preston Kramer, PE, PMP, Missouri Department of Transportation – Central District**

## **An Opportunity for Mobility**

### *Golf Cart Ordinance Revision • O'Fallon, Missouri*

In 2020, the O’Fallon City Council passed an ordinance setting regulations for the use of golf carts within the City of O’Fallon. After one year of use, the City Council reviewed the ordinance to see if it needed any tweaks. As part of this review, the City Council made one change in response to a request from several individuals advocating for residents with disabilities. Because some residents with disabilities may be able to safely drive a golf cart but may not be able to obtain a drivers’ license, the City Council voted at their April 8th meeting to remove the requirement that all operators have a license. Operators still must be at least 16 years of age, but a drivers’ license is now no longer a requirement. The other requirements remained the same.

According to the Ordinance, a golf cart is defined as any motor vehicle that is or was originally designed and manufactured for operation on a golf course for sporting or recreational purposes and is not capable of exceeding speeds of 20 miles per hour. Please note: All-terrain vehicles and off-road vehicles are not “golf carts” under Missouri State Law and within the meaning of these regulations.

The regulations relating to golf carts now read as follows:

- Golf carts may be operated on any public street, other than a state or federal highway, having a speed limit of 30 mph or less. Carts may cross federal or state highways or another street with a speed limit over 30 mph; however, no golf cart may cross a street with a posted speed limit that exceeds 45 mph.
- Golf carts may be operated on public sidewalks and public pedestrian and bicycle paths which have a travel surface of at least 6 feet wide, unless prohibited by posted signs.

- Golf carts may not be driven at any time between ½ hour before sunset and ½ hour before sunrise, unless the golf cart is equipped with a lamp on the front with a white light visible from at least 500 feet to the front and either a solid red taillight visible from 500 feet to the rear when directly in front of lawful low-beam headlights on a motor vehicle or a flashing LED taillight together with a red reflector visible for 600 feet.
- All golf carts must have a bicycle safety flag, triangular in shape, with an area at least 30 square inches in a dayglow color and extending at least 7 feet above the ground attached to the rear of the golf cart and must be equipped with a horn or other device capable of emitting an audible warning signal.

No person shall operate a golf cart:

- In a negligent or careless manner so as to endanger any person or property of another
- While under the influence of alcohol or any controlled substance
- Who is less than 16 years old
- With more passengers than the golf cart is specifically designed to carry while seated
- With any passengers standing in the rear bag storage area or hanging onto the golf cart

Any person operating a golf cart shall:

- Yield the right-of-way to any pedestrian or bicyclist
- Give an audible signal before overtaking or passing a pedestrian or bicyclist
- Move the golf cart to the far-right side and yield to faster-moving vehicles, pedestrians, and bicyclists
- Maintain proof of financial responsibility or maintain any other insurance policy providing equivalent liability coverage for operation of a golf cart
- Adhere to all applicable state and local laws including, but not limited to the provisions of this code

Not operate a golf cart on any private property without permission of the property owner.



- **10.39.010 - Definitions. Pevely**

"All-terrain vehicle" means any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on three, four, or more non-highway tires.

"Golf cart" means any motorized vehicle powered electrically or by any other means designed and manufactured for operation on a golf course for sporting and recreational purposes.

"Utility vehicle" means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an unladen dry weight of two thousand (2,000) pounds or less, traveling on four or six wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

- **10.39.020 - All-terrain vehicle operation on streets or roadways prohibited.**

All-terrain vehicles as defined herein shall not be operated upon the streets or roadways of the city except when properly equipped and used exclusively in the performance of maintenance work such as snow removal or as otherwise authorized by state law to operate on the highways of the state or as authorized in [Chapter 10.32](#) of this code.

- **10.39.030 - Golf cart or utility vehicle prohibition.**

No person shall operate a golf cart or utility vehicle as defined herein upon the streets or roadways of the city:

- A. In a careless manner so as to endanger the life or property of another;
- B. While under the influence of alcohol or any controlled substance;
- C. With a passenger unless the golf cart or utility vehicle is being operated for agricultural purposes or the seat is designed to carry more than one person;
- D. At a speed in excess of twenty (20) miles per hour.

- **10.39.040 - Golf cart or utility vehicle operation.**

A. Golf cart or utility vehicle:

May only be operated on the streets or roadways of the city by an operator who possesses a valid driver's license unless exempt under the laws of the state of Missouri;

B. May only be operated between the hours of official sunrise and sunset;

C. Must be operated in accordance with all traffic regulations and must not obstruct or interfere with normal traffic flow;

D. Must be equipped with adequate brakes, reliable steering, safe tires, a rearview mirror, and reflectorized warning devices;

E. Shall not be operated with more occupants than the number for which it was designed;

F. Must not be operated at speeds in excess of twenty (20) miles per hour.

### City of Osage Beach: NEW GOLF CART & UTILITY VEHICLE ORDINANCE.

This ordinance will allow and control the limited use of golf carts and other utility vehicles on most City streets. — Golf carts and utility vehicles will NOT be allowed on the following roadway areas:

- Any roadway with a posted speed limit of 35 mph or more
- Nichols Road between Osage Beach Parkway & Dude Ranch Road
- Passover Road between Osage Beach Parkway & Parkwood Circle
- Bluff Drive between Osage Beach Parkway & Sunset Drive

Bicycle safety flags and a valid driver's license are required. Headlights and taillights are required if operating after dark.

# ROLLA POLICE DEPARTMENT

## *Memorandum*

**Date:** 07 February 2022  
**To:** Mayor Lou Magdits & City Administrator John Butz  
**From:** Colonel Sean Fagan, Chief of Police  
**Subject:** Use of Off Road Vehicles

Sirs,

Recently there has been a lot of talk about possibly allowing off road vehicles to operate on the streets of Rolla. Other smaller cities such as St. James have recently passed ordinances allowing them to be operated on their streets. I including all of my staff are very much against allowing these off road vehicles to operate on the paved streets of Rolla. There are several reasons for this which I will try to articulate:

By 1989, Chrysler offered airbags in every passenger car. We've come a long way since then. Today, airbags, along with seatbelts, antilock brakes, traction control, stability control, and backup cameras, are government-mandated. You can expect many of the current crop of gee-whiz driver-aid safety features to be mandatory at some point.

- **Shatter resistant glass.** Shatter resistant glass provides a windshield that breaks into numerous, harmless pieces in the event of an accident. The windshields in earlier motor vehicles were dangerous. If the windshield was to break, the driver would be covered in shards of glass. Shatterproof glass is laminated in such a way as to prevent injuries
- **Seatbelts.** This safety feature, invented in 1849, was not standard equipment until 1966, when the National Traffic and Motor Vehicle Act and the Highway Safety Act gave control to the federal government. The federal government formed the National Highway Traffic Safety Administration or NHTSA. The NHTSA made it mandatory for all vehicle manufacturers to make seatbelts standard in all motor vehicles. Since the 1960's several improvements to seatbelts have been made
- **Airbags.** In 1968, Allen Breed invented the first electronic sensor to set off air bags in the case of an accident. In 1988, Chrysler made airbags standard equipment in all their

10.8.12

vehicle models. Chrysler was ahead of the game, since it was not until 1998 that airbags became mandatory in all motor vehicles

- **Anti-lock braking systems.** The earliest braking systems in automobiles only applied braking pressure to the rear wheels. During emergency braking situations the rear wheels would lock up, causing the vehicle to slide and swerve to a stop. It was not until the 1920's that four wheel brakes were introduced. Four wheel brakes helped prevent swerving in an emergency braking situation. The introduction of ABS solved the skidding problem and also allowed the driver to maintain control of steering, while braking on slick surfaces
- **Stability control.** Stability control allows drivers to avoid dangerous rollover accidents, by the computer helping to compensate for driver error. If you turned too hard in a vehicle without stability control you may have a rollover accident. If you did the same maneuver in a vehicle with stability control the computer compensates for the amount of over steer by sending power to different wheels to avoid an accident
- **Lights.** Three types of lights are essential for any vehicle: brake lights, turn signals and headlights. Make sure that you use all these. You should also check the bulbs regularly to ensure that they're in perfectly working condition. Have a bulb replaced as soon as it fails. If you're frequently traveling on long routes at nighttime, you should consider having powerful bulbs or HIDs installed for your headlights
- **Mirrors.** Proper positioning of side and rear view mirrors is very important. Proper alignment of mirrors ensures high visibility and eliminates the blind spots
- **Bumpers.** Perhaps the most primitive of safety features, bumpers are built to withstanding minor collisions. They can prevent damage to the main body and engine of the car.

These are only a few of the over 100 safety features that have been incorporated in today's motor vehicles, all of which were implemented for the safety of the driver and passengers in vehicle.

Side by sides, UTVs and ATVs do not have these safety features (with the exception of seat belts).

They do not have anti-lock brakes, and are unstable due to being top heavy. Recently one tipped over next to the property of Captain Smith, which he stated was not the first time.

The Consumer Products Safety Commissions report includes off-highway vehicle (OHV)-related estimated injury statistics during the period 2017 through 2019, and deaths from 2015 through 2017. OHVs are comprised of recreational off-highway vehicles (ROVs) and utility terrain vehicles (UTVs), in addition to ATVs.

These off road vehicles accounted for approximately 97 percent of total off-highway vehicle (OHV)-related emergency department-treated injuries. There were about 1,700 ATV-related fatalities and 445 ROV-related fatalities reported during this period.

Ann Marie Buerkle, CPSC acting chair in 2018. "Off-road vehicles are not designed to be driven on paved surfaces, and collisions with cars and other on-road vehicles can be deadly."

**The U.S. Consumer Product Safety Commission urges riders to keep all off-road vehicles off roads, the commission said in 2016. "This includes all-terrain vehicles, recreational off-highway vehicles, side-by-sides, dirt bikes, and other utility vehicles."**

### **Children Are at High Risk**

ATVs and ROVs become more dangerous when children drive adult-sized vehicles, or when more than one passenger rides on vehicles built for a single rider. Children under 16 accounted for the third-highest percentage of OHV deaths by age group; almost 50 percent of this group were children under 12.

### **Never Ride ATVs and ROVs on Paved Roads**

It is extremely dangerous to use ATVs and ROVs on paved roads intended for vehicles; they are simply not designed for that purpose. Because ATVs and ROVs can be unwieldy on paved surfaces, the risk of collision with a car, truck, or other vehicle is significantly higher. The risk of tip-over is also dramatically increased. Even if a locality allows ATVs and RTVs on paved roads, CPSC strongly recommends not using them on paved surfaces.

**Two national lobbying groups that represent manufacturers of off-highway vehicles said in position papers recently forwarded to local officials that they were opposed to on-highway use of OHVs and all-terrain vehicles.** Additionally, a federal commission on consumer safety published guidance in 2016 and again in 2018 that Americans should not drive the vehicles on paved, public roads.

"Off-road vehicles are not designed to be driven on paved surfaces, and collisions with cars and other on-road vehicles can be deadly for ATV operators."

I had a meeting with Captain Eddy Blaylock, Troop I Commander for the Missouri State Highway Patrol. When asked, he indicated to me the Highway Patrol is very aggressive in its enforcement of these types of vehicles being operated on State Routs and Highways. Also, Missouri S&T does not allow these vehicles to be operated on campus.

10.B.14



In closing, let me state that it is true that some smaller cities are allowing these vehicles on their roadways. Rolla is not a small city in comparison to these other cities. Considering the number of accidents we handle every year, it is a concern that we will inevitably have accidents with these off road vehicles. I fear of the injuries and deaths that these accidents will incur.

Respectfully Submitted,

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Col. Sean Fagan

Chief of Police

City of Rolla

AN ORDINANCE OF THE CITY OF ROLLA, MISSOURI TO ALLOW THE OPERATION OF UTILITY VEHICLES WITHIN THE LIMITS OF SAID CITY, TO ESTABLISH REASONABLE REGULATIONS THERETO, AND TO REPEAL ALL CONFLICTING ORDINANCES.

WHEREAS, the City Council of the City of Rolla, Missouri has determined that it is in the best interest of the City to authorize the operation of utility vehicles within the limits of said City and to establish reasonable regulations regarding such operations as authorized by RSMo 304.032 and 304.034;

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

Section 1. Section \_\_\_\_\_ of the Rolla City Code is amended to read as follows:

1. **Definitions.** For purposes of this Section, the following definitions shall apply:

- A. "All-Terrain Vehicle" shall mean any motorized vehicle manufactured and used exclusively for off-highway use that is 50 inches or less in width, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on three, four or more low-pressure tires, with a seat designed to be straddled by the operator and handlebars for steering control;
- B. "Utility Vehicle" shall mean any motorized vehicle manufactured and used exclusively for off-highway use which is sixty-three inches or less in width, with an unladen dry weight of three thousand five hundred (3,500) pounds or less, traveling on four or six wheels.
- C. "Golf Cart" shall mean any motorized vehicle originally designed for carrying golfers and their equipment over a golf course, including any such vehicle modified to carry additional passengers that is not capable of exceeding speeds of twenty (20) miles per hour.

2. **Operation in Violation of Regulations Prohibited.** No person shall operate an All-terrain Vehicle or golf cart as defined herein on any street within the City of Rolla. No person shall operate a Utility Vehicle on any street within the City of Rolla except as authorized herein.

3. **Only Licensed Drivers May Operate.** Any person operating a Utility Vehicle on any street within the City of Rolla must be validly licensed to operate a motor vehicle under the Laws of the State of Missouri or his or her state of residence (unless exempt under Missouri law), however, no additional licensure shall be required.

4. **Flag Required.** Any Utility Vehicle operated on any street within the City of Rolla shall have a bicycle flag, which extends not less than seven feet above the ground, attached to the rear of the vehicle; the flag shall be day-glow in color (bright) and shall be triangular shaped, with an area not less than 30 square Inches.

**5. Time of Operation.** No Utility Vehicle shall be operated on any street within the City of Rolla between the hours of sunset and sunrise or in such conditions as the Utility Vehicle cannot be seen by another motorist traveling a reasonable distance behind.

**6. Speed of Operation.** No Utility Vehicle shall be operated on any street within the City of Rolla at a speed greater than thirty (30) miles per hour or in excess of the posted speed limit, whichever is less.

**7. Limit on Passengers.** No person shall operate any Utility Vehicle on any street within the City Rolla with a greater number of passengers than said Utility Vehicle is designed to safely carry.

**9. Careless and Imprudent Operation Prohibited.** Notwithstanding any other provision of law, every person operating any Utility Vehicle on any street within the City Rolla shall do so in a careful and prudent manner and at a rate of speed so as not to endanger the property of another or the life or limb of any person and shall exercise the highest degree of care.

**10. Operation Under the Influence Prohibited.** No person shall operate any Utility Vehicle on any street within the City of Rolla while under the influence of alcohol or any drug or drugs.

**11. Operation on Highways Prohibited.** Notwithstanding any other provision of law, no person shall operate any Utility Vehicle upon any federal or state highway unless otherwise permitted by law except for the purpose of crossing any such highway whose posted speed limit is less than forty-five (45) miles per hour.

**12. Insurance Required.** All owners and/or operators of any Utility Vehicle operated on any street within the City Rolla shall meet the minimum standards for liability insurance as set forth by RSMo 303.160 for each Utility Vehicle so operated.

**13. Permit Required.** No Utility Vehicle may be operated on any street within the City of Rolla unless there shall be affixed an annual permit issued by the City. Each permit so issued shall cost \$15 and shall expire on December 31<sup>st</sup> of the year in which it is issued. In addition to the other requirements herein the following shall apply prior to the issuance of a permit:

a) Drivers and occupants shall be properly secured by safety restraints. No driver or passenger may be seated anywhere other than a properly designated seat. Children must be in an age appropriate car seat.

b) Utility Vehicle must maintain one or more lighted headlight and tail light, brakes, mirrors muffler, and roll-over cage.

c) Utility Vehicle must have operating turn-signals.

d) Utility Vehicle must comply with all State Laws including RSMo 304.032-.033.

**14. Application for Permit to be Accompanied by Certificate of Inspection???** No permit shall be issued for any Utility Vehicle under this section unless the application for permit shall be accompanied by a current Certificate of Inspection?? issued by the Police Chief, Public Works Department, City Clerk? certifying the Utility Vehicle meets the definitions and requirements of this Section. Each inspection shall cost \$10 and shall be conducted not more than thirty (30) days prior to the application for permit.

Section 2. That all other Ordinances in conflict herewith are hereby expressly repealed.

Section 3. That this Ordinance shall be in full force and effect upon its passage, approval and adoption by the City Council of the City of Rolla, Missouri.





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Information Only

**SUBJECT:** Report on Abandoned Building Ordinance

**MEETING DATE:** February 22, 2022

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**INFORMATION:** On July 19, 2021, the City Council passed Ordinance 4624, which required vacant buildings to be registered. Staff originally identified 56 buildings that qualified. Of these 56, staff met on site at 21 different properties with the property owner and determined that all did qualify. 8 properties were taken off the registry by the property owner submitting building permits and completing renovations/improvements, or the property owner abating the property maintenance violations. 14 other properties have active building permits that, once finalized, will remove them from the registry. The property owners have paid the registration costs for 12 properties. The remaining 22 properties have had no action taken by the property owners.

Per ordinance 4624, "Any unpaid or delinquent fees, interest and/or penalties, whether or not reduced to judgment, shall constitute a lien against the property for which the fee was originally assessed until the same shall be fully satisfied. The City Clerk is authorized to take all steps necessary to file and perfect such liens as may be required or directed by the Director from time to time."

The city intends to begin filing liens on any properties which have not complied with the ordinance on March 1.

**Prepared by:** Steve Flowers, Director

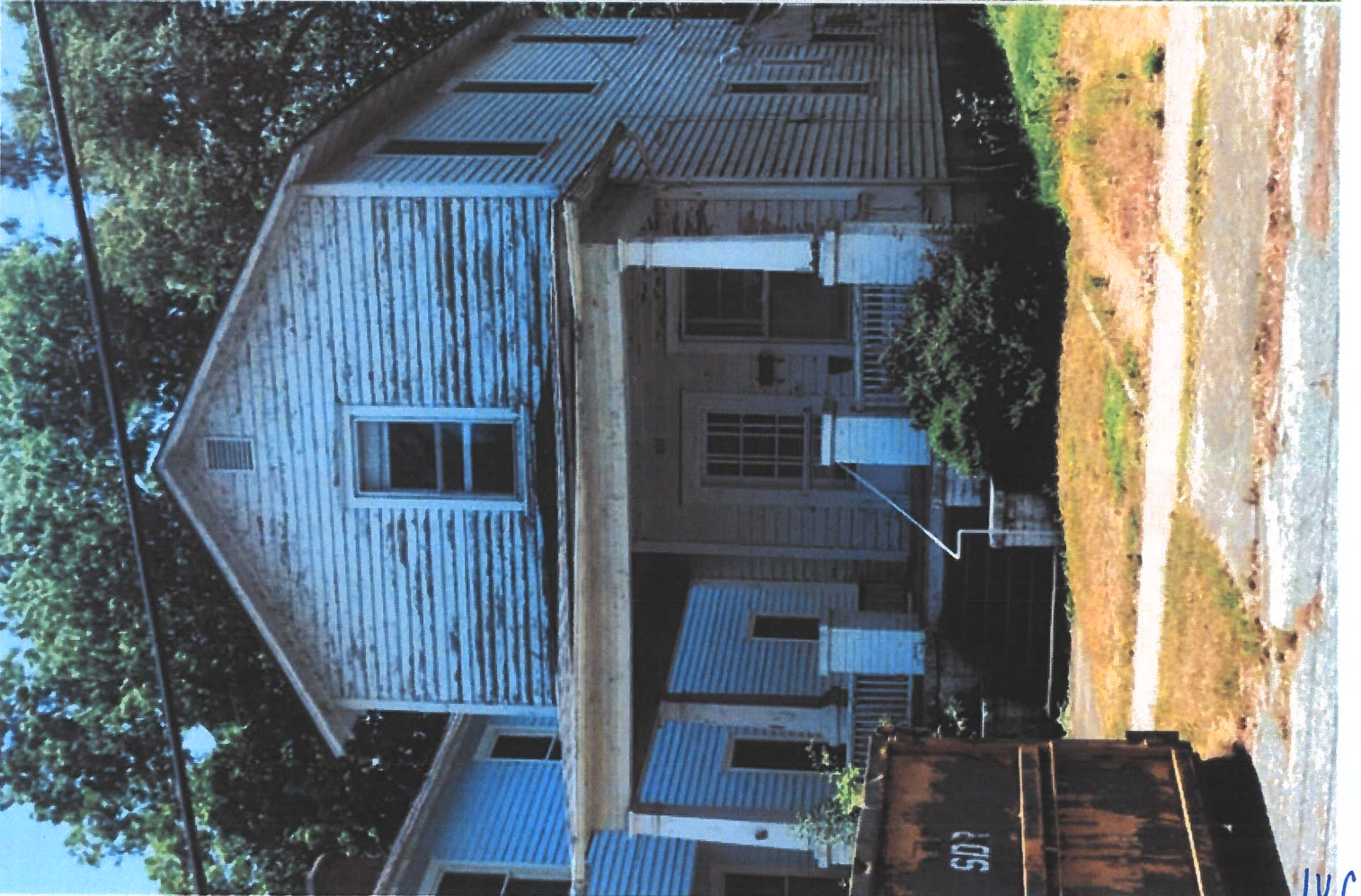
**Attachments:** Spreadsheet

IV.C.1

Property Address	PAID	GOT PERMIT	PAID BOTH	Mailing Address	Contact Phone #
3 Lewis Lane	ACCT_NO	Property Owner			
6 Stephendale Court	6423.00	Natasha Wagner		3061 South DAYTON AVE SPRINGFIELD MO 65807-4242	504-232-3866
12 Rolla Gardens	8284.00	BROTHERTON, CELIA M		18820 MARIES HIGHWAY 63 ROLLA MO 65401-6483	573-263-4750
24 Richard Drive	9063.00	TIGERT, TROY H		1028 S BISHOP AVE PMB 242 ROLLA MO 65401-4416	573-647-9068
28 Green Acres Drive	6546.03	Dustin L. McKinley		24 Richard Drive, Rolla, MO 65401	
69 Rose Court	9139.00	BUEHRELEN, RANDALL		28 Green Acres, Rolla, MO 65401	
71 Rose Court	9102.00	Kurt Hambacker		67 Rose Court, Rolla, MO 65401	573-201-7148
78 Iris Court	9102.00	Kenneth L. Grempp III		75 Iris Court, Rolla, MO 65401	573-578-6430
100 South Elm Street	9109.00	GARNER, ROBERT & ANNETTE		P. O. BOX 1251 ROLLA MO 65402-0000	573-341-2064
106 West 3rd St	7794.00	Lonnie E. & Rose M. Spencer		16001 CR 2030, Rolla, MO 65401	573-578-9922
203 North Walnut Street	7647.00	Everex Corp.		307 North Elm St, Rolla, MO 65401	573-578-0275
305 West 2nd Street	7728.00	Servion, Inc. (For Martin M. Williams -deceased)		500 Main Street, Suite 100, Brighton, MN 55512	
310 Hutchinson Drive	7752	CALLEN, CHAD E & CALLEN, LADD E c/o Mara Callen		422 St Francis Ave., Apt. A, St James, MO 65559	573-261-0225
500 Woodland Drive	9185.00	Debault, Delores Connie		14265 COUNTY ROAD 6020 ROLLA MO 65401-8342	573-201-6134
506 Woodland Drive	9245.00	BROTHERTON, CELIA M		18820 MARIES HIGHWAY 63 ROLLA MO 65401-6483	573-263-4750
509 B South Bishop Avenue	8731.00	Ron Grempp		16151 CR 5190, Rolla, MO 65401	573-465-4071
509 East 6th Street	8728.00	Larry M., Cynthia & Jacob Latham		638 Derek Drive, Wentzville, MO 63385	
611 Houston Rd	8103	Nasim A. Choudhry		14418 CR 7145, Rolla, MO 65401	573-356-6841
701 East 10th Street	8624.00	GRESHAM, RANDY II		13255 CR 6040 EDGAR SPRINGS MO 65462-8541	573-578-4639
803 B Oaklane Drive	10901.00	BROTHERTON, CELIA M		18820 MARIES HIGHWAY 63, ROLLA, MO 65401	573-263-4750
902 Missouri Avenue	8449.00	Toddy, Stephen		12185 County Road 2170 Rolla, MO 65401	706-593-4041
934 Great Oaks	6646.00	Wynn-Wynn LLC			
1111 Strobach Street	10667.00	BOEKER, KEN		1401 NAGOGAMI RD ROLLA MO 65401-7708	573-467-9546
1207 Gulf Avenue	6382.01	RIDER, TRAMPES		30403 MARIES RD 317 BELLE MO 65013-0000	573-859-3559 573-201-6929
1301 Missouri Avenue	6381.00	GRATEFUL PROPERTY LLC		PO BOX 1131 FARMINGTON MO 63640-0000	573-368-9517
1303 Missouri Avenue	8744.00	Kenneth L. Grempp III		75 Iris Court, Rolla, MO 65401	573-578-6430
1315 Pershing Drive	8138.01	MADDEN, MARY R		4 S MURRY LN ROLLA MO 65401-3647	
1407 Martin Street	6493.00	EARNEY, ROBERT J		810 CEDAR HILL CT ROLLA MO 65401-0000	573-578-3994
1505 Martin Street	6324.00	WHITEMAN, CODY		304 West Lions Club Dr. Apt. C, Rolla, MO 65401	573-578-5270
1507 Martin St	6323.00	WHITEMAN, CODY		304 West Lions Club Dr. Apt. C, Rolla, MO 65401	573-578-5270
1509 A & B Martin Street	6744.00	Greg Redding		1315 Pershing Drive, Rolla, MO 65401	573-466-1792
1513 Heller Street	6522.00	EARNEY, ROBERT JONATHAN		810 CEDAR HILL CT ROLLA MO 65401-0000	573-578-3994
1600 North Pine Street	6483.00	FERGUSON, TERRELL J		813 E HUNT ST SALEM MO 65560-1830	(573) 337-2734
1609 Martin Street	6484.00	Terrell Ferguson		813 E. Hunt St., Salem, MO 65560	573-337-2734
1611 Farrar Drive	6485.00	WGM RENTALS LLC ( William G. Moorkamp)		PO BOX 121 ROLLA MO 65402-0121	573-578-7465
1611 Martin Street	6487.00	WHITEMAN, CODY		304 West Lions Club Dr. Apt. C, Rolla, MO 65401	573-578-5270
1612 Heller Street	7271.00	BLAIR, MARGARET P & JEANETTE		107 W BURNAM RD COLUMBIA MO 65203-0000	573-823-6432
1613 Heller Street	6367.00	AFFORD A PRO PROPERTIES LLC		41 LAIRD AVE ROLLA MO 65401-0000	573-202-4116
1615 Spencer Street	6337.00	LEMASTERS, JERRY G c/o Bryon LeMasters		1015 W 3RD ST WASHINGTON MO 63090-1636	
1701 Farrar Drive	6368.00	AFFORD A PRO PROPERTIES LLC		41 LAIRD AVE ROLLA MO 65401-0000	573-202-4116
1704 North Olive Street	6338.02	1612 Heller Street, LLC, Steven Farley		P. O. Box 504, Rolla, MO 65402	888-488-3240
1809 North Olive Street	6345.00	BYINGTON, DANIEL J		PO BOX 1695 ROLLA MO 65402-0000	573-578-9500
1900 White Columns	6320.00	LIGHT, CONNIE S		12520 PRIVATE DRIVE 8044 ROLLA MO 65401-6413	573-308-2143
	6320.00	BRR REALTY LLC		16795 STATE ROUTE E ROLLA MO 65401-6408	573-578-2125
	7233.00	Xiaoyan (Maggie) Cheng		8132 South Vale Court, Willow Springs, IL 60480	573-202-0811
	6937.00	LIN, ZHENHONG & CHEN, JING (owns Koi Restaurant)		1808 North Bishop Ave., ROLLA MO 65401-2403	573-308-2748
	6976.00	Richard R Jr & Kristen Byfield		12990 CR 2170, St. James, MO 65559	573-308-8286

U.C.2





IV.C.3





CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director  
ACTION REQUESTED: Motion to award; 1<sup>st</sup> Reading of Contract (3 related actions)  
ITEM/SUBJECT: New playground structure for Buehler Park

TOTAL BUDGET APPROPRIATION \$130,000 DATE: February 22, 2022  
\*\*\*\*\*

COMMENTARY:  
As budgeted the City received 10 proposals from 4 companies with a project range of \$114,285-\$142,780 for a dinosaur themed playground in Buehler Park. This playground will replace the current slide/tunnel piece that is no longer structurally sound. City crews will do the site finishing work and will also do the ADA sidewalk to the playground. All proposals included installation, shipping, and ADA safety surface. Staff's recommendation, which was also approved by a special meeting of the Parks Advisory Commission, is Miracle Option A (2<sup>nd</sup> lowest price). The low bid did not meet all specs including dinosaur theme, features and shade element. Not shown in the layout are the small dino skull and dino tail bone climbing features.



ITEM NO. \_\_\_\_\_ V.A.1

<b>Company</b>	<b>Key Features</b>	<b>Price</b>
Hutchinson Rec/Miracle Rec Lake St. Louis, Mo. Option A	5 slides, 5 climbers, shaded tree house w leaf roof, dino and rock climber structures	\$125,168
Athco Lenexa, Kan. Option 1	4 slides, 4 climbers, dino bouncer	\$114,285
Hutchinson Rec/Miracle Rec Lake St. Louis, Mo. Option B	5 slides, shaded tree house, 2 dino riders, 2 climbers, cyclone spinner	\$126,500
Hutchinson Rec/Miracle Rec Lake St. Louis, Mo. Option B	Vehicle with dino body parts	\$126,500
All Inclusive Rec Monet Mo. Option 2	4 slides, 3 climbers, snake pole, dino panel, 2 dino sculptures	\$134,152
AB Creative DeSoto, Kan.	T-Rex climber, spinner, tilter, playhouse w crawl tube, 4 slides, 1 climber	\$134,547
AB Creative DeSoto, Kan	3 slides, shaded bench area, 3 climbers, rocker	\$134,547
All Inclusive Rec Monet Mo. Option 3	2 steppers, agility pods, overhead rungs, 1 slide, dino sculpture	\$139,728
All Inclusive Rec Monet Mo. Option 1	5 slides, dino panel, jungle climber, 3 dino sculptures, 2 climbers, snake pole	\$139,811
Athco Lenexa, Kan. Option 2	Dino climber, spinner, 2 dino bouncers, 3 climbers, 4 slides, shade	\$142,780

Recommendation: Motion to Award Playground to Hutchinson Recreation, Miracle Option A.

Recommendation: The FY 2022 budget includes the expenditure of \$39,500 for “regional park improvements” from the Park Land Reserve Fund. Motion to authorize expenditure of \$39,500 from Park Land Reserve Fund (per Sec. 13-32 of City Code requires 2/3<sup>rd</sup> vote by Council) – the balance paid for from the Parks Fund (Prop P).

Recommendation: 1<sup>st</sup> Reading of Ordinance to approve contract with Hutchinson.

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SALES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND HUTCHINSON RECREATION FOR THE PURCHASE OF A NEW PLAYGROUND STRUCTURE FOR BUEHLER PARK.

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 Sales Agreement between the City of Rolla, Missouri and Hutchinson Recreation, 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 7<sup>th</sup> DAY OF MARCH 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit A



MIRACLE RECREATION C/O  
HUTCHINSON RECREATION & DESIGN  
1000 EDGEWATER PT STE 101  
LAKE SAINT LOUIS, MO 63367

# Miracle D

Name/Address		
Rolla Park Department 901 N Elm Street Rolla, MO 65401 BUEHLER PARK A/B/C		
Date	Quotation #	REP
02/15/22	11676	CRH

Terms
TBD

Quantity	Description	Total
	Miracle is made in Missouri! Miracle Kids' Choice Custom Play system. UPC DINO SKULL/DINO TAIL BONE/LARGE HOP ROCK/SMALL HOP ROCK Freight. City to store equipment until crew arrives to install. Crew will transport equipment to site at no extra charge. Installation and unload equipment with prevailing wages Installation of rubber poured in place 50/50 color/black blend. City to secure site after surface is installed. City to remove trash from site or provide dumpster INSTALLATION OF CONCRETE SLAB 4" ROCK/4" CONCRETE Excavate site backfill dirt to concrete slab Performance Bond	125,168.00T
	CITY TO REMOVE EXISTING EQUIPMENT AND PREPARE SITE TO DIRT BASE. Tax Exempt	0.00

The acceptance signature below serves as authorization to order the items quoted & indicates acceptance of the listed prices and payment terms enclosed. Signature will not substitute for a Purchase Order.

<b>Total</b>	<b>\$125,168.00</b>
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Unloading, storage and installation of equipment upon arrival is not included in above pricing unless specifically noted on quote.

Acceptance Signature: \_\_\_\_\_

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

Phone: (800) 848.5616

www.hutchinson-recreation.com

Fax: (314) 332.2877

**NOTE: Purchase orders & checks for equipment should be made out to Miracle Recreation.**

V.A.4