

Please Note: The Council Meeting will be conducted at Rolla City Hall. Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, March 17th, 2025; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, MATTIAS PENNER, MEGAN JOHNSON, NATHAN CHIRBAN, STEVE JACKSON, MATTHEW FRIDLEY, WILLIAM HAHN, ROBERT KESSINGER, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Fridley

I. PUBLIC HEARINGS

- A. **Public Hearing and Ordinance** approving the final plat of The Highlands, Phase I, a residential subdivision in the R-1, Suburban Residential district with a PUD (Planned Unit Development) zoning overlay to create 87 residential lots. (City Planner Tom Coots) **Public Hearing and First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

III. OLD BUSINESS –

- A. **Ordinance** to approve the vacation of an easement at 1527 Saint Maria’s Street. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** reasoning 602 N Olive Street from the C-1, Neighborhood Commercial district to the R-4, Urban Multi-family district. (City Planner Tom Coots) **Final Reading**
- C. **Ordinance** vacating the remainder of an alley north of 11th Street between Bishop Avenue and State Street. (City Planner Tom Coots) **Final Reading**
- D. **Ordinance** to approve Enhanced Enterprise Zone (EEZ) Tax Abatement – Home 2 Suites by Hilton. (City Administrator John Butz) **Final Reading**
- E. **Ordinance** to enter into agreement with NB West Contracting Company for Project 595, FY2025 Asphalt Phase I. (PW Director Darin Pryor) **Final Reading**
- F. **Ordinance** to enter into agreement with G&W Overhead Door for Fire Station Bay Doors. (Fire Chief Breen) **Final Reading.**

IV. **NEW BUSINESS** –

- A. **Resolution** for a temporary exception relating to the procurement policy of the new animal shelter. (City Administrator John Butz) **Motion**
- B. **Resolution** authorizing MOU with Rolla chamber – Rte 66 Sign (City Administrator John Butz)
- C. **Resolution** approving a managed deer hunt program for the 2025-2026 deer season. (Comm Dev Director Dawn Bell)
- D. **Ordinance** to enter into an agreement with Cochran Engineering for Welcome and Wayfinding Signage Design. (PW Director Darin Pryor). **First Reading**
- E. **Motion** to accept easement granted by the Curators of the University of Missouri for water distribution system improvements between White Columns Drive and Collegiate Boulevard. (PW Director Darin Pryor)
- F. **Motion** to approve of the disposal of various records pursuant to the Missouri Records Retention Law. (City Administrator John Butz)

V. **CLAIMS and/or FISCAL TRANSACTIONS** – None

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

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

- A. Next Meeting Date, Monday, April 7th, 2025
- B. Citywide Spring Clean-up – Saturday, April 5th, 2025 (Environmental Services Director Roger Pankey)

IX. **CLOSED SESSION** –

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

X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing and First Reading

SUBJECT: Final Plat of The Highlands, Phase I, a residential subdivision in the R-1, Suburban Residential district with a PUD (Planned Unit Development) zoning overlay to create 87 residential lots

(SUB25-01)

MEETING DATE: March 17, 2025

Application and Notice:

Applicant/Owner - Jeremy Roth of Rolla Land Strategy, LLC
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

The applicant seeks to begin construction of a large housing development. At this time, review and approval of the Final Plat of the first phase of the development is requested. The zoning approval and Preliminary Plat were approved in 2024.

The housing development includes a total of 587 single-family homes on platted lots; amenities such as playgrounds, ball courts, and trails; and common open space. At this time, the first phase of the development is proposed. The first phase consists of 87 single-family lots, two common lots, and associated infrastructure on 26 acres of the 145 acre property.

Property Details:

Current zoning - R-1, Single-family with a PUD, Planned Unit Development zoning overlay
Current use - Vacant/undeveloped
Land area - Total 26.3 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Hwy 72, a major arterial road; Osage Drive, a local street. The proposed development includes building Hillside Court, and portions of Castle Hill Drive, Clover Lane, and a disconnected extension of Longview Lane (all local streets); and a portion of Heatherfield Drive, and a new Collector street.

Sidewalks - Sidewalks are not located adjacent to the property. Sidewalks are proposed within the development.

Utilities - The subject property has access to all needed utilities. Extension of water and sewer utilities are proposed to serve the development.

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for Low Density Residential uses; and a Commercial Activity Center along Hwy 72.

Discussion:

The improvement plans for the infrastructure have been reviewed and approved by the Public Works Department and RMU. A Traffic Impact Analysis has been reviewed and approved by the city and MoDOT. Some improvements to the intersection of Osage Drive/Hwy 72 and the future Heatherfield Drive/Hwy 72 will be required at the end of construction of this phase. The plat has been reviewed for compliance with the applicable zoning and subdivision requirements. The plat is in substantial conformance with the approved PUD and Preliminary Plat. A few lots were re-oriented, but the overall design was not modified. The plat does appear to be in conformance with all applicable review criteria.

Fees-in-lieu of dedication for parks will be due prior to recording the plat. The performance guarantee for the improvements will need to be provided prior to approval of the plat by City Council.

The Final Plat is the first major subdivision that has been reviewed since the zoning and subdivision regulations were revised in 2023. A Final Plat of a major subdivision requires review and approval by the Planning and Zoning Commission and City Council. In addition, public notice of the action and a public hearing is provided. Minor Subdivisions may be reviewed and approved administratively. However, a major subdivision generally involves the need to accept easements and rights-of-way, which requires approval of the City Council. The public hearing and notice is provided to allow the public to be aware of the upcoming development, which can sometimes occur years after the zoning and/or Preliminary Plat is approved.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a meeting on March 11, 2025 and voted 5-0 to recommend approval of the request.

Prepared by:

Tom Coots, City Planner

Attachments:

Public Notice Letter, Application, Highlands Phase I Final Plat, Ordinance

ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE FINAL PLAT OF THE HIGHLANDS, PHASE I.
(SUB 25-01)**

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

SECTION 1: An ordinance approving the Final Plat of The Highlands, Phase I, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process, and accepting the rights-of-way and easements dedicated therein.

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 APRIL, 2025.**

APPROVED:

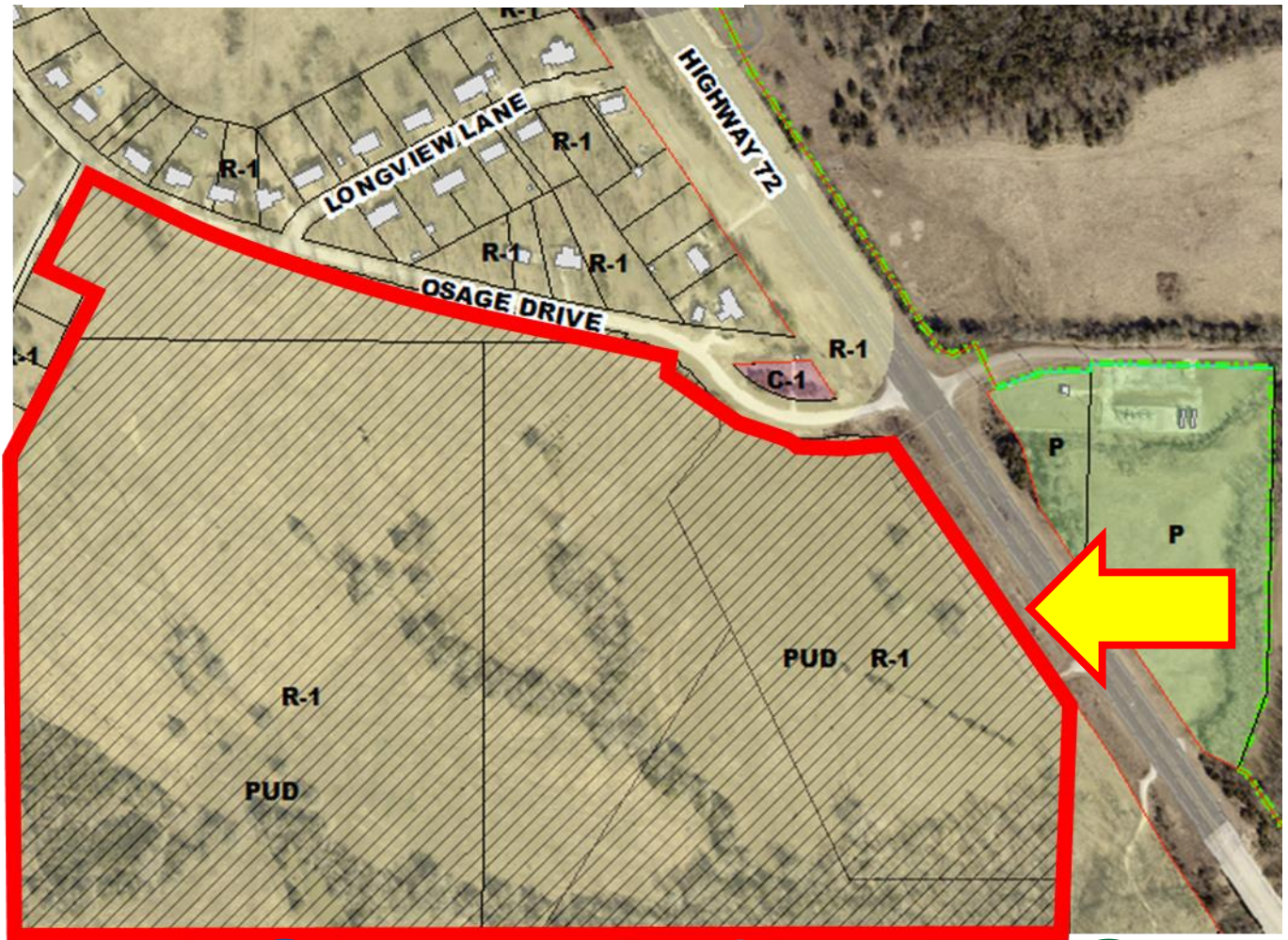
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: SUB25-01
 Location: Hwy 72/Osage Dr
 Applicant: Rolla Land Strategy, LLC
 (McBride Homes)
 Request:
 Final Plat to create 87 residential lots



Public Hearings:

Planning and Zoning
 Commission
March 11, 2025
5:30 PM
 City Hall: 1st Floor

 City Council
March 17, 2025
6:30 PM
 City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

What is a Final Plat?

A Final Plat is a document which is recorded to subdivide a property into lots. Rolla requires that Final Plats be reviewed by the Planning and Zoning Commission and City Council. Certain Final Plats also require opportunity for public input.

Why am I being notified?

The notice is provided to inform the neighborhood of upcoming development and allow opportunity to review and comment on the planned layout.

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting. You may learn details about the project at the meeting. You will be given an opportunity to ask questions or make comments.

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

A tract of land being part of the South Half of Lot 1 of the Southwest Quarter, and part of the Southwest Quarter of the Southeast Quarter, all being in Section 18, and being part of the North Half of Lot 1 of the Northwest Quarter, part of the South Half of Lot 1 of the Northwest Quarter, part of the North Half of Lot 2 of the Northwest Quarter, part of the South Half of Lot 2 of the Northwest Quarter, and part of the Northeast Quarter of the Northeast Quarter and part of the Southwest Quarter of the Northeast Quarter, all being in Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, City of Rolla, Phelps County, Missouri and being more particularly described as follows:

Beginning at a found iron rod with cap (Mueller LS-2238) at the southeast corner of Lot 54 of Country Ridge Amended Subdivision, as recorded in Survey Cabinet D, Page 114 of the Phelps County, Missouri Recorder's Office, said corner being on the North Line of the South Half of Lot 2 of the Northwest Quarter of the abovementioned Section 19; thence leaving said corner along the east line of said Country Ridge Amended Subdivision the following courses and distances: North 11°29'01" East, 82.78 feet to a found iron rod with cap (Mueller LS-2238) at the northeast corner of said Lot 54; thence North 28°57'37" East, 243.44 feet to a point; thence North 25°01'49" East, 106.23 feet to a found iron rod; thence North 17°33'47" East, 454.62 feet to a found iron rod at the northeast corner of Lot 60; thence North 41°41'24" East, 239.54 feet to a found iron rod at the northeast corner of Lot 62; thence North 32°22'45" East, 50.10 feet to a found iron rod at the southeast corner of Lot 63; thence North 25°40'37" East, 441.53 feet to a found iron rod at the northeast corner of Lot 66; thence along the north line of said Lot 66, North 64°19'23" West, 134.78 feet to the northernmost corner of said Lot 66, said corner also being on the east right-of-way line of Country Ridge (50' wide) Road, as shown on the abovementioned plat of Country Ridge Amended Subdivision, where a found iron rod bears South 70°43'23" East, 0.19 feet; thence leaving said corner along said east right-of-way line, North 28°38'37" East, 223.12 feet to the south right-of-way line of Osage (variable width) Drive, where a found iron rod bears, South 88°29'34" West, 0.34 feet; thence leaving said east right-of-way line along said south right-of-way line the following courses, distances and curves: South 57°05'50" East, 165.96 feet to a point; thence South 74°36'01" East, 700.00 feet to a point; thence South 78°19'21" East, 512.27 feet to a point; thence South 10°59'58" West, 15.03 feet to a point; thence South 79°00'02" East, 21.53 feet to the beginning of a curve concave southwesterly, said curve has a radius of 241.48 feet; thence southeasterly along said curve through a central angle of 41°24'45" an arc distance of 174.54 feet to a point of reverse curvature, said curve is concave northerly and has a radius of 331.48 feet; thence easterly along said curve through a central angle of 66°31'36" an arc distance of 384.88 feet to a point on the west right-of-way line of State Route 72 (aka Highway 72) at centerline station 166+94.30 202.18 feet right; thence leaving said south right-of-way line of Osage Drive along the west right-of-way line of said State Route 72, South 86°11'46" East, 39.23 feet to a point at centerline station 167+18.41 right, 171.23 feet, said point being on the old west right-of-way line of State Route 72; thence along said old west right-of-way line, South 34°06'49" East, 910.30 feet to a point at centerline station 176+28.71 right, 171.23 feet; thence leaving said old west right-of-way line of State Route 72, South 03°23'19" West, 1,692.28 feet to a found iron rod, where an iron rod with cap (PLS 2008000715) at the East Quarter Corner of Section 19, T37N, R7W, 5TH PM was found and which bears South 00°51'48" West 12.73 feet and South 89°08'12" East 1418.60 feet; thence leaving said point, North 88°18'09" West, 1,951.65 feet to a found iron rod; thence North 02°20'00" East, 939.62 feet to a found iron rod; thence South 86°51'32" West, 695.74 feet to a found iron rod; thence North 02°08'30" East, 387.89 feet to a found iron rod at the Northeast Corner of the South Half of Lot 2, Northwest Quarter, Section 19, said corner being the northeast corner of property now or formerly owned by Jordan + Jordan Designs, LLC, as recorded in Document No. 2022-2079 of said Recorder's Office; thence leaving said corner along the north line of said Jordan + Jordan Design LLC, North 88°25'21" West, 359.39 feet to the Point of Beginning and contains 6,327,788 square feet or 145.2660 acres, more or less, according to a property boundary survey performed by The Sterling Company during the month of April, 2024.



Pd ce

City of ROLLA



COMMUNITY DEVELOPMENT

901 North Elm St
P.O. Box 979
Rolla, MO 65402
Fax: 573-426-6978

573-364-5333

www.rollacity.org/comdev

SUBDIVISION APPLICATION

Contact Information:

Property Owner:

Rolla Land Strategy, LLC

Name(s)

Jeremy Roth, Christian Miller

Mailing Address

17415 North Outer 40 Road

City, State, Zip

Chesterfield, MO 63005

Phone

314 682 9604

Email cmiller@elitedevservices.com

Agent/Applicant (If Different Than Property Owner):

Name

Mailing Address

City, State, Zip

Phone

Email

Property/Request Information:

Request:

- ☐ Sketch Plat
☐ Preliminary Plat
☒ Final Plat
☐ Minor Subdivision (Admin.)
☐ Lot Consol./Lot Line Adjust.
☐ Vacation of ROW/easement

Property Address/Location

R-1 PUD

Property Zoning

0 87

Number of existing and new lots proposed

The Highlands Phase 1

Name of Subdivision

APPLICATION CHECKLIST:

City Staff Verifies	<input checked="" type="checkbox"/>	Completed Application Form
	<input checked="" type="checkbox"/>	Agent Letter (If Applicable)
	<input checked="" type="checkbox"/>	Filing Fee - (\$500 (Preliminary/Final Plat); \$250 (Administrative Minor Subdivision); \$50 (Lot Consolidation/Lot Line Adjustment))
	<input checked="" type="checkbox"/>	Improvement Plans (Final Plats only; 1 paper copy and pdf version)
	<input checked="" type="checkbox"/>	Electronic Plat (3 paper copies and pdf version), Survey, or Vacation Exhibit (as applicable)
	<input checked="" type="checkbox"/>	Other Documents (as applicable)

OFFICE USE ONLY:

Case No: SUB 25-01

DRC Meeting Date: 2.4.25 / 2.18.25 PZ Hearing Date: 3.11.25

Submission Date: 1.31.25

Advertise By: 2.20.25 CC Hearing Dates: 3.17.25 / 4.7.25

UPDATED 10/2023

INFORMATION:

A Major Subdivision includes the following steps:

1. A **Sketch Plat** and property owners meeting is required for any subdivision with more than 30 lots. A Sketch Plat is encouraged for all Major Subdivisions.
2. A **Preliminary Plat** includes the entire area to be platted, with phases and preliminary or conceptual information about layout, utilities, and grading.
3. A **Final Plat** is the final design of a subdivision or a phase of a development. Final grading plans and utility plans are included in the review.
4. More information about the process and requirements may be found in Section 42.500

Minor Subdivisions include the following requirements:

1. A minor subdivision is an administrative process for subdivisions which create no more than five (5) additional lots; and all street, waterline, sewer line, or storm sewer infrastructure and easements needed for the proposed subdivision is found to be existing.
2. If any streets, utilities, or easements are found to be needed, the applicant may pursue a Final Plat application or may elect to construct needed infrastructure or dedicate easements prior to approval of the Minor Subdivision.

Lot Consolidations and Lot Line Adjustments include the following requirements:

1. A Lot Consolidation is an administrative process to combine two or more adjoining lots under common ownership into one lot to enable the interior lot lines to be disregarded for setbacks, bulk standards, etc. for the purposes of building permitting.
2. A Lot-Line Adjustment is an administrative process to move a lot line which does not result in any additional lots.
3. No street or utility extensions or dedications must be necessary for the lot combination or lot line adjustment.
4. For a lot consolidation, the prepared deeds must include the following language:

The intent of this instrument is to permanently combine the lots included in the legal description to allow them to be treated as one lot for the purposes of building permits and zoning. The lot(s) may not be separated unless approved by the City of Rolla.

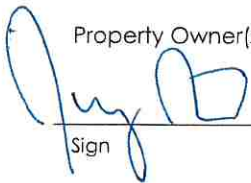
Vacation of rights-of-way or easements requests are considered by city staff. Vacations may be included with a subdivision application or considered separately. A decision by staff to not pursue vacation may be appealed to the Planning and Zoning Commission.

Acknowledgement and Authorization:

The owner(s) understand and agree that the application will be placed on hold until a complete application and all required items on the checklist are received. The owner(s) understand and agree to permitting employees of the City of Rolla to enter the subject property for purposes of posting a yard sign(s), retrieving the yard sign(s), taking photographs of the property/building(s), and investigating the property for pertinent information related to the request. Should ownership of the property change after the application is submitted, authorization is required from the new owner to continue with the review of the request, or the request will be withdrawn from consideration. The undersigned understands that a full refund may be issued if the request is withdrawn within three (3) business days after the application; a partial refund may be considered if the request is withdrawn prior to the hearing.

Property Owner(s):

Applicant/Agent (If Different From Owner)



Jeremy Roth 01/31/25
(Authorized Agent)

Sign

Print

Sign

Print

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATION AND LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF ROLLA, MISSOURI, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "THE HIGHLANDS PHASE ONE", CASTLE HILL DRIVE (50 FEET WIDE), CLOVER LANE (50 FEET WIDE), HEATHERFIELD DRIVE (50 FEET WIDE), HILLSIDE COURT (50 FEET WIDE), AND LONG VIEW LANE (50 FEET WIDE), TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED (//////////) ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI FOR PUBLIC USE FOREVER.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE DEDICATED TO ALL CORPORATIONS AND GOVERNMENTAL ENTITIES PROVIDING UTILITY SERVICE TO THIS DEVELOPMENT. SUCH UTILITIES INCLUDE, BUT ARE NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, CABLE TV, INTERNET, WATER, AND SEWER, AS APPLICABLE. EACH SUCH UTILITY MAY MAKE USE OF THESE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING UTILITY, WATER AND SEWER FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF UTILITY, WATER AND SEWER FACILITIES. CONSTRUCTION BY EACH UTILITY WITHIN THE EASEMENTS SHALL CONFORM TO ALL APPLICABLE STATE AND FEDERAL REGULATIONS AS TO SEPARATION OF SUCH UTILITY'S SYSTEM FROM OTHER UTILITIES USING SUCH EASEMENTS.

DEFEASIBLE EASEMENTS ARE HEREBY ESTABLISHED OVER FUTURE DEVELOPMENT AREAS FOR THE BENEFIT OF ALL CORPORATIONS AND GOVERNMENTAL ENTITIES PROVIDING UTILITY SERVICES TO THIS DEVELOPMENT FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES. SAID EASEMENTS ARE CONSIDERED DEFEASIBLE IN NATURE IN AS MUCH AS, AT WHICH TIME DULY DEDICATED EASEMENTS ARE EXECUTED AND RECORDED IN FUTURE PHASES COVERING THESE DEFEASIBLE EASEMENTS, THESE DEFEASIBLE EASEMENTS WILL AUTOMATICALLY TERMINATE AND BECOME NULL AND VOID WITH NO FURTHER ACTION REQUIRED. ALL DEFEASIBLE EASEMENTS SHALL SUBORDINATE TO ANY FUTURE RIGHT-OF-WAY THAT CROSSES THE LIMITS OF SAID EASEMENTS.

SIDEWALK EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI FOR PUBLIC USE FOREVER. SIDEWALKS ARE TO BE MAINTAINED BY THE CITY OF ROLLA, MISSOURI.

THE PUMP STATION EASEMENT AS SHOWN BRICK-HATCHED () ON THIS PLAT, IS HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI, ITS SUCCESSORS AND ASSIGNS, FOR EXCLUSIVE RIGHTS AND RESPONSIBILITY TO BUILD AND MAINTAIN A LIFT AND/OR PUMP STATION, SEWER OR SEWERS, INCLUDING STORMWATER IMPROVEMENTS, INGRESS AND EGRESS, ROADWAY, APPURTENANCES, FENCING, GATES, AND NECESSARY SERVICE AND/OR UTILITY LINES, AND TO USE SUCH ADDITIONAL SPACE IN THE COMMON GROUND ADJACENT TO THE EASEMENT AS MAY BE REQUIRED FOR WORKING ROOM DURING THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OR REPAIR OF THE AFORESAID LIFT AND/OR PUMP STATION, SEWER OR SEWERS, INCLUDING STORMWATER IMPROVEMENTS, INGRESS AND EGRESS, ROADWAY, APPURTENANCES, FENCING, GATES, AND NECESSARY SERVICE AND/OR UTILITY LINES, AND MAY ASSIGN ITS RIGHTS IN THIS EASEMENT TO THE STATE, COUNTY, CITY, OR OTHER POLITICAL SUBDIVISIONS OF THE STATE. THE EASEMENT HEREBY GRANTED IS IRREVOCABLE AND SHALL CONTINUE FOREVER.

THE PUMP STATION ACCESS EASEMENT, AS SHOWN IN THE COMMON GROUND ON THIS PLAT, IS HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI, ITS SUCCESSORS AND/OR ASSIGNS FOR INGRESS AND EGRESS PURPOSES TO ACCESS THE PUMP STATION, MAINTENANCE OF ANY PAVEMENT LOCATED WITHIN THE PUMP STATION ACCESS EASEMENT, SHALL BE THE RESPONSIBILITY OF THE CITY OF ROLLA, MISSOURI.

THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGNS/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE COMMON GROUND AREA(S), AS SHOWN ON THIS PLAT LABELED "ENTRANCE MONUMENT AREA", WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION, AND ITS SUCCESSORS AND ASSIGNS.

THE STORMWATER DETENTION BASIN EASEMENTS, AS SHOWN DOT-HATCHED () ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI, ITS SUCCESSORS AND/OR ASSIGNS FOR THE RIGHT AND RESPONSIBILITY OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING STORMWATER IMPROVEMENTS, DRAINAGE FACILITIES, AND THE REQUIRED STORMWATER MANAGEMENT FEATURES, MAINTENANCE OF GRASS AND LANDSCAPING LOCATED WITHIN THE STORMWATER DETENTION BASIN EASEMENTS SHALL BE THE RESPONSIBILITY OF THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE DAY OF 2025 AS DOCUMENT NO. OF THE PHELPS COUNTY RECORDS.

THIS SUBDIVISION IS SUBJECT TO THE HIGHLANDS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. SAID DECLARATION IS FILED ON THE DAY OF 2025 AS DOCUMENT NUMBER OF THE PHELPS COUNTY, MISSOURI RECORDER'S OFFICE OR AS AMENDED THEREAFTER.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF 2025.

ROLLA LAND STRATEGY, LLC

BY: JEREMY ROTH
AUTHORIZED AGENT

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)SS.

ON THIS DAY OF 2025, BEFORE ME PERSONALLY APPEARED JEREMY ROTH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DULY AUTHORIZED AGENT OF ROLLA LAND STRATEGY, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS, AND SAID JEREMY ROTH ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

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.

MY COMMISSION EXPIRES: NOTARY PUBLIC

ACKNOWLEDGEMENT OF APPROVAL BY CITY COUNCIL:

THIS IS TO ACKNOWLEDGE THAT THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI HAS, BY ORDINANCE DULY ADOPTED, APPROVED THIS PLAT AND HAS AUTHORIZED THE SAME TO BE FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, PHELPS COUNTY, MISSOURI

LOUIS J. MAGDITS IV
MAYOR, CITY OF ROLLA
DATE
ATTEST:
LORRI POWELL
CITY CLERK
DATE

PLANNING AND ZONING APPROVAL:

APPROVED THIS DAY OF 2025
RUSSELL SCHMIDT, CHAIRPERSON
PLANNING AND ZONING COMMISSION
DATE

THE **STERLING** CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - N/A
CHECKED BY:	JAH	DATE: FEB. 27, 2025
JOB NO.:	24-03-063	THE HIGHLANDS PHASE ONE

THE HIGHLANDS PHASE ONE

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL BEING IN SECTION 18, AND BEING PART OF THE NORTH HALF OF LOT 1 OF THE NORTHWEST QUARTER, PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER, PART OF THE NORTH HALF OF LOT 2 OF THE NORTHWEST QUARTER, PART OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL BEING IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ROLLA, PHELPS COUNTY, MISSOURI ZONED "R-1 PUD" SUBURBAN RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT ZONING OVERLAY ACCORDING TO THE CITY OF ROLLA, MISSOURI ORDINANCE NO. 4813, APPROVED ON AUGUST 5, 2024

LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, BY A DEED OF TRUST DATED 20, AND RECORDED AS DOCUMENT NUMBER OF THE PHELPS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS PLAT AND DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON OPEN SPACE SHOWN ON THIS PLAT, ALL STREETS, PUBLIC OR PRIVATE, AND ROADWAY EASEMENTS.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS DAY OF 2025.

LENDER:

BY:

PRINT NAME AND TITLE

STATE OF MISSOURI)
COUNTY OF)SS.

ON THIS DAY OF 2025, BEFORE ME APPEARED, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

IMPROVEMENT ACCEPTANCE:

APPROVED SUBJECT TO CONSTRUCTION OF IMPROVEMENTS IN ACCORDANCE WITH DEVELOPMENT PLANS ON FILE WITH THE CITY OF ROLLA. THIS PLAT MEETS CURRENT SUBDIVISION CODES OF THE CITY OF ROLLA.

DARIN PRYOR
DIRECTOR OF PUBLIC WORKS
DATE
RODNEY BOURNE, PE
GENERAL MANAGER OF ROLLA MUNICIPAL UTILITIES
DATE
FLOYD JERNIGAN
PARKS DIRECTOR
DATE

COUNTY & CITY TAX RELEASE:

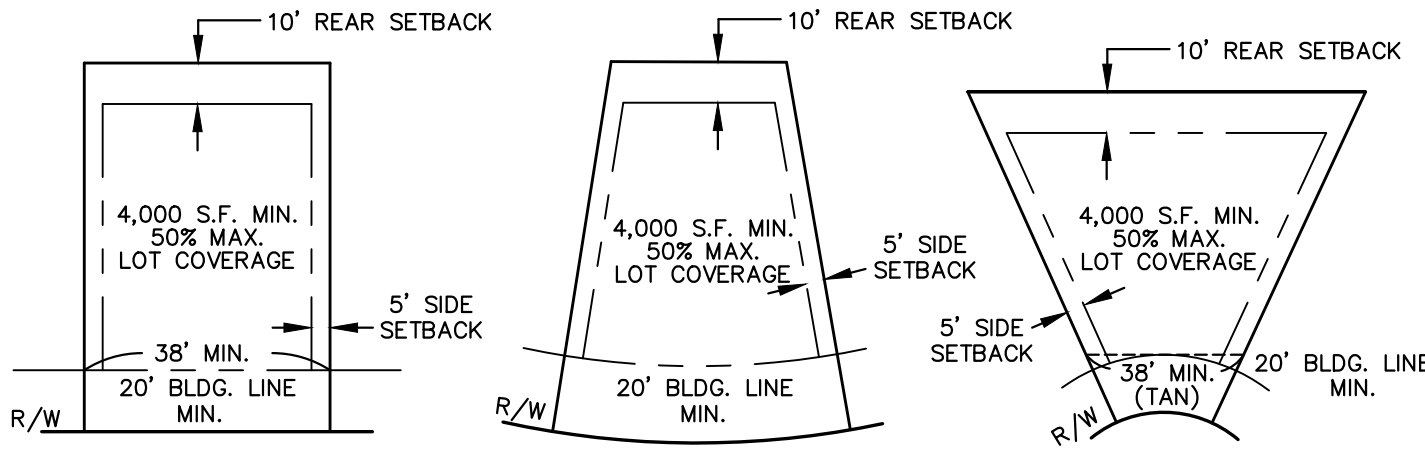
I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PHELPS AND THE CITY OF ROLLA AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL FOR 2025 AND ALL PRIOR YEARS.

FAITH ANN BARNES
COLLECTOR OF REVENUE
PHELPS COUNTY, MISSOURI
DATE

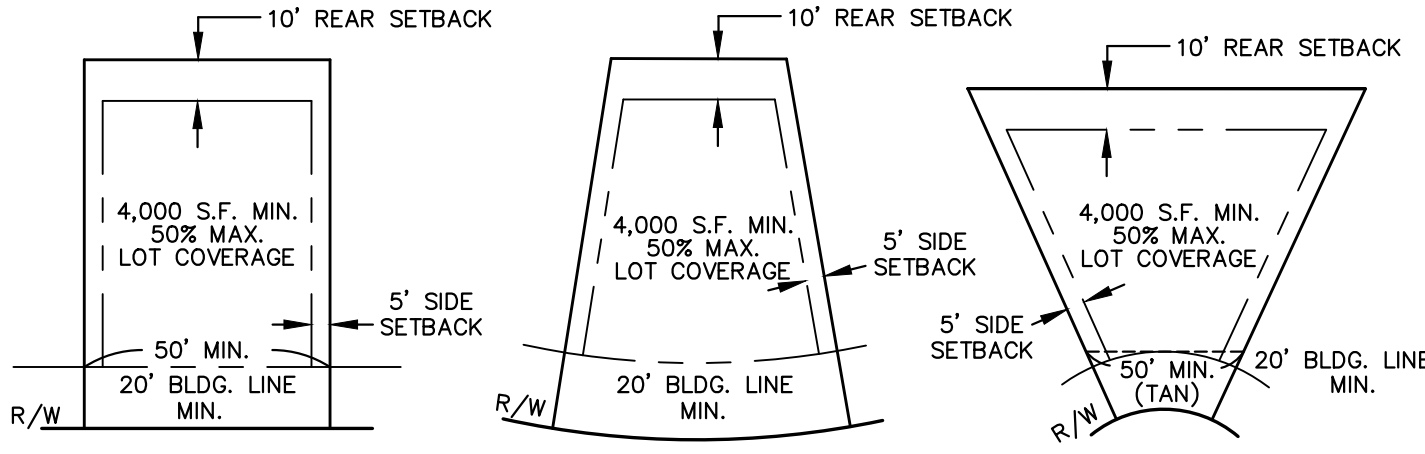
RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS DAY OF 2025. PLAT FILED AT CABINET NUMBER.

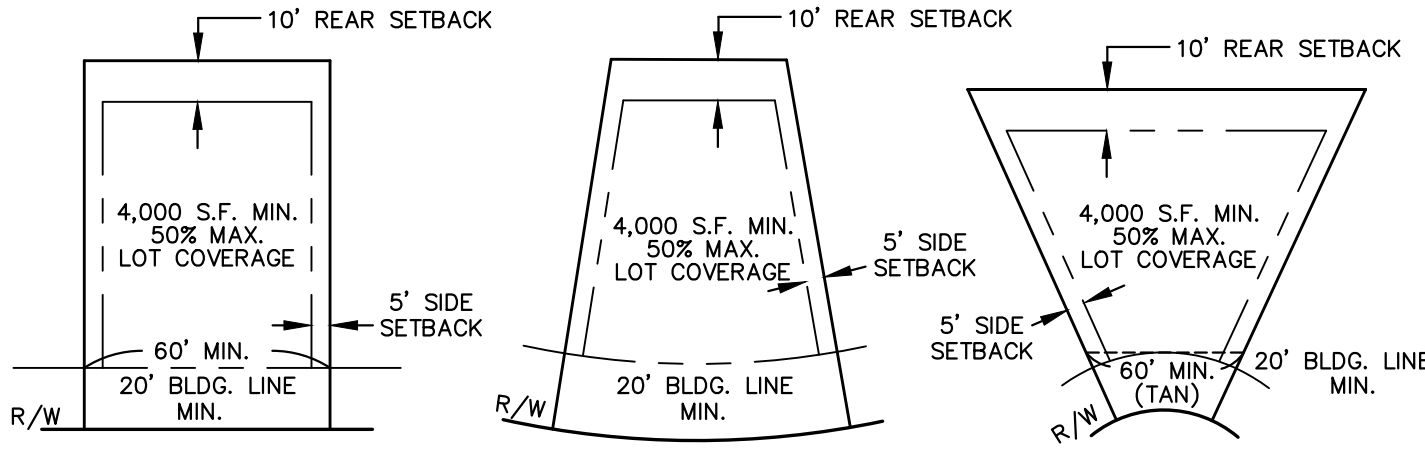
ROBIN KORDES
RECORDER OF DEEDS
PHELPS COUNTY, MISSOURI
DATE



NOTE: BUILDING SETBACKS FOR ALL LOTS ARE SHOWN IN ACCORDANCE WITH THE CITY OF ROLLA ORDINANCE NO. 4813. NOTE: PROJECTIONS INCLUDING HVAC, UTILITY BOXES, DOWNSPOUTS, AND OTHER FEATURED CANTILEVERED BUILDING APPURTENANCES REFERENCED IN THE CODE 42-321 AND 42-322 CAN ENCROACH INTO SIDEYARDS AS APPROVED IN CITY OF ROLLA ORDINANCE NO. 4813



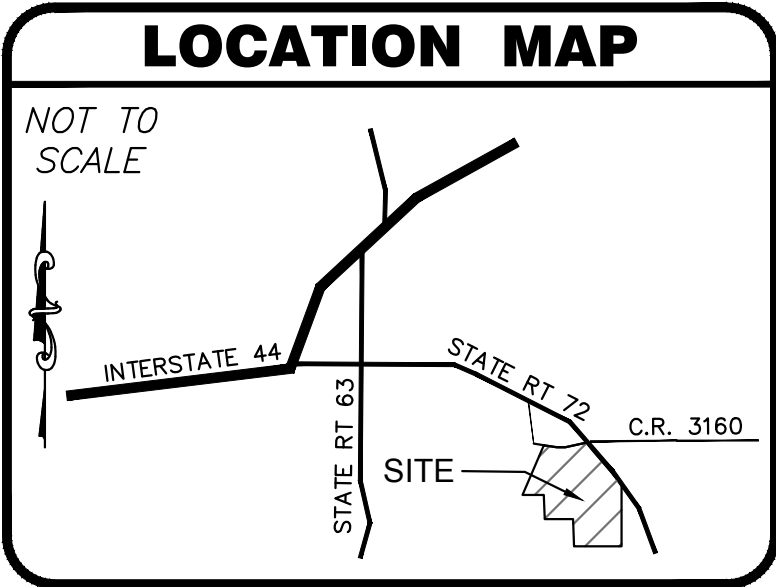
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NOTE: BUILDING SETBACKS FOR ALL LOTS ARE SHOWN IN ACCORDANCE WITH THE CITY OF ROLLA ORDINANCE NO. 4813. NOTE: PROJECTIONS INCLUDING HVAC, UTILITY BOXES, DOWNSPOUTS, AND OTHER FEATURED CANTILEVERED BUILDING APPURTENANCES REFERENCED IN THE CODE 42-321 AND 42-322 CAN ENCROACH INTO SIDEYARDS AS APPROVED IN CITY OF ROLLA ORDINANCE NO. 4813

PLATTED AREA DETAIL:

TOTAL PHASE ONE AREA: 1,146,950 S.F. (26.3303± ACRES)
DEVELOPABLE LOTS: 577,802 S.F. (13.2645± ACRES)
PUBLIC RIGHT-OF-WAY: 178,717 S.F. (4.1028± ACRES)
COMMON GROUND: 390,431 S.F. (8.9630± ACRES)
FUTURE DEVELOPMENT PARCEL "A": 5,153,056 S.F. (118.2979± ACRES)
TOTAL AREA INCLUDING PARCEL "A": 6,300,006 S.F. (144.6282± ACRES)



SURVEYOR'S NOTES

- THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS (PURSUANT TO SECTION 327.41 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED AND SIGNED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.
- THIS PLAT CONTAINS 1,146,950 SQUARE FEET (26.3303 ACRES MORE OR LESS) CONSISTING OF 26 "A" 38-FEET WIDE LOTS, 44 "B" 50-FEET WIDE LOTS, AND 17 "C" 60-FEET WIDE LOTS, FOR A TOTAL OF 87 DEVELOPABLE LOTS.
- ALL DISTANCES AND BEARINGS ARE SURVEYED (S) UNLESS NOTED OTHERWISE. (R) DENOTES RECORD INFORMATION.
- BASIS OF BEARINGS: MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, GRID NORTH.
- SOURCE OF RECORD DESCRIPTION: DEED TO ROLLA LAND STRATEGY, LLC, RECORDED AS DOCUMENT NO. OF THE PHELPS COUNTY, MISSOURI RECORDS.
- THE SUBJECT TRACT IS CURRENTLY ZONED "R-1 PUD" SUBURBAN RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT ZONING OVERLAY, ACCORDING TO THE CITY OF ROLLA, MISSOURI ORDINANCE NO. 4813, APPROVED ON AUGUST 5, 2024. SEE TYPICAL LOT DIAGRAMS FOR INDIVIDUAL LOT ZONING RESTRICTIONS.
- THE SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR CITY OF ROLLA, PHELPS COUNTY, MISSOURI AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 29161C0281D EFFECTIVE FEBRUARY 20, 2008.
FLOOD ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
- PARCEL "A" IS DESIGNED AS A FUTURE DEVELOPMENT AREA FOR FUTURE PHASES OF THIS DEVELOPMENT. THIS PARCEL IS STILL SUBJECT TO ANY EASEMENTS AND RESTRICTIONS CREATED BY THIS PLAT.
- FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, AN OWNERS' POLICY OF TITLE INSURANCE BY OLD REPUBLIC TITLE COMPANY OF ST. LOUIS, INC. AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. POLICY NUMBER 0YD08191220. FILE NUMBER 2401002 AND AN EFFECTIVE DATE OF OCTOBER 9, 2024 AT 4:03 PM. THE NOTES REGARDING SCHEDULE B OF SAID POLICY ARE AS FOLLOWS:
ITEMS 1-6: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.
ITEMS 7-9: INTENTIONALLY DELETED BY TITLE COMPANY.
ITEMS 10-11: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.

RIGHT OF DIRECT ACCESS TO ROUTE 72 IN DOC.#2001-1452 STATES: "ALL ABUTTERS' RIGHTS OF DIRECT ACCESS BETWEEN THE HIGHWAY NOW KNOWN AS ROUTE 72 AND DEFENDANTS' ABUTTING LAND IN THE NW¼ OF THE NE¼ OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST, EXCEPT THERE IS RESERVED AND EXCEPTED TO DEFENDANTS, THEIR HEIRS, AND ASSIGNS THE USUAL RIGHT OF DIRECT ACCESS (A) TO ANY ADJACENT OUTER ROADWAY IF, AND WHILE IT MAY BE MAINTAINED BY PROPER AUTHORITY IN FRONT OF SAID LAND (B) ALONG IT TO AND FROM THE NEAREST LANE OF THE THRUWAY OR PUBLIC HIGHWAY AND (C) AT ALL TIMES WHEN NO OUTER ROADWAY IS BEING SO MAINTAINED, THERE IS RESERVED AND EXCEPTED THE RIGHT OF DIRECT ACCESS TO THE NEAREST LANE OF THE THRUWAY OVER A 30 FOOT ENTRANCE, CENTERED ON THE RIGHT OR SOUTHEASTERLY RIGHT OF WAY LINE OPPOSITE STATION 17+46.3. DEFENDANTS RESERVE THE RIGHT TO WIDEN SAID ABOVE-DESCRIBED ENTRANCE TO A MAXIMUM WIDTH OF 60 FEET AT THEIR OWN EXPENSE. SUCH WIDENING SHALL BE IN ACCORDANCE WITH A PERMIT ISSUED BY COMMISSION ON APPLICATION BY DEFENDANTS, THEIR HEIRS, SUCCESSORS, OR ASSIGNS."

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER, AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL BEING IN SECTION 18, AND BEING PART OF THE NORTH HALF OF LOT 1 OF THE NORTHWEST QUARTER, PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER, PART OF THE NORTH HALF OF LOT 2 OF THE NORTHWEST QUARTER, PART OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL BEING IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ROLLA, PHELPS COUNTY, MISSOURI

BEGINNING AT A FOUND IRON ROD WITH CAP (MUELLER LS-2238) AT THE SOUTHEAST CORNER OF LOT 54 OF COUNTRY RIDGE AMENDED SUBDIVISION, AS RECORDED IN SURVEY CABINET D, PAGE 114 OF THE PHELPS COUNTY, MISSOURI RECORDER'S OFFICE, SAID CORNER BEING ON THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER OF THE ABOVEMENTIONED SECTION 19; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF SAID COUNTRY RIDGE AMENDED SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: NORTH 11°20'11" EAST, 82.78 FEET TO A FOUND IRON ROD WITH CAP (MUELLER LS-2238) AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE NORTH 28°57'37" EAST, 243.44 FEET TO A POINT; THENCE NORTH 25°01'49" EAST, 108.23 FEET TO A FOUND IRON ROD; THENCE NORTH 17°33'47" EAST, 454.62 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 60; THENCE NORTH 41°41'24" EAST, 239.54 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 62; THENCE NORTH 32°22'45" EAST, 50.10 FEET TO A FOUND IRON ROD AT THE SOUTHEAST CORNER OF LOT 63; THENCE NORTH 28°38'37" EAST, 223.12 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OSAGE (VARIABLE WIDTH) DRIVE, WHERE A FOUND IRON ROD BEARS, SOUTH 88°29'34" WEST, 0.34 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 57°05'50" EAST, 165.96 FEET TO A POINT; THENCE SOUTH 47°36'01" EAST, 700.00 FEET TO A POINT; THENCE SOUTH 78°19'21" EAST, 512.27 FEET TO A POINT; THENCE SOUTH 10°59'58" WEST, 15.03 FEET TO A POINT; THENCE SOUTH 70°00'02" EAST, 21.63 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 241.48 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 58°17'40" EAST, 170.76 FEET AND AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE NORTHERLY AND HAS A RADIUS OF 331.48 FEET; THENCE EASTERLY ALONG SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 70°51'04" EAST, 363.62 FEET AND AN ARC DISTANCE OF 384.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 72 (AKA HIGHWAY 72) AT CENTERLINE STATION 166+94.30 202.18 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF OSAGE DRIVE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROUTE 72, SOUTH 88°11'46" EAST, 39.23 FEET TO A POINT AT CENTERLINE STATION 167+18.41 RIGHT, 171.23 FEET; SAID POINT BEING ON THE OLD WEST RIGHT-OF-WAY LINE OF STATE ROUTE 72; THENCE ALONG SAID OLD WEST RIGHT-OF-WAY LINE, SOUTH 34°06'49" EAST, 910.30 FEET TO A POINT AT CENTERLINE STATION 176+28.71 RIGHT, 171.23 FEET; THENCE LEAVING SAID OLD WEST RIGHT-OF-WAY LINE OF STATE ROUTE 72, SOUTH 03°23'19" WEST, 1,692.28 FEET TO A FOUND IRON ROD, AND WHERE AN IRON ROD WITH CAP (PLS 2008000715) AT THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST, 5TH PRINCIPAL MERIDIAN WAS FOUND, WHICH BEARS SOUTH 00°51'48" WEST 12.73 FEET AND SOUTH 89°08'12" EAST 1418.60 FEET; THENCE LEAVING SAID POINT, NORTH 88°18'09" WEST, 1,951.65 FEET TO A FOUND IRON ROD; THENCE NORTH 02°20'00" EAST, 939.62 FEET TO A FOUND IRON ROD; THENCE SOUTH 88°51'32" WEST, 686.74 FEET TO A FOUND IRON ROD; THENCE NORTH 02°08'30" EAST, 387.89 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT 2, NORTHWEST QUARTER, SECTION 19, SAID CORNER BEING THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY JORDAN + JORDAN DESIGNS, LLC, AS RECORDED IN DOCUMENT NO. 2022-2079 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID CORNER ALONG THE NORTH LINE OF SAID JORDAN + JORDAN DESIGN LLC, NORTH 88°29'21" WEST, 359.39 FEET TO THE POINT OF BEGINNING AND CONTAINS 6,327,788 SQUARE FEET OR 145.2660 ACRES, MORE OR LESS, ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF APRIL, 2024.

BENCHMARK NOTE:

NGS CONTINUOUSLY OPERATING REFERENCE STATION (CORS) ID "MOST" ELEVATION = 745.47' (NAVD 88 OBSERVED).

THE STERLING COMPANY HAS ESTABLISHED TWO SITE BENCHMARKS, AS DESCRIBED BELOW. THE SITE DATUM HAS BEEN ESTABLISHED VIA A GPS REAL TIME KINEMATIC NETWORK PUBLISHED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT RTK), USING PUBLISHED BASE STATION "MOST" AND OBSERVING THE PROJECT BENCHMARKS. THE SITE BENCHMARKS HAVE BEEN ESTABLISHED BY DIRECT READING USING CONVENTIONAL SURVEY EQUIPMENT FROM THE PROJECT BENCHMARK. THE ELEVATIONS PUBLISHED HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

SITE BENCHMARK #1: ELEVATION = 1022.44 (NAVD 88 DATUM)

"CROSS" ON SOUTH CONCRETE CURB OF OSAGE DRIVE ACROSS FROM #1895 OSAGE DRIVE, LOCATED 58 FEET SOUTHWEST FROM A UTILITY POLE ON NORTH SIDE OSAGE DRIVE, 108 FEET WEST OF A UTILITY POLE ON THE NORTH SIDED OF OSAGE DRIVE, AND 190 FEET SOUTHEAST FROM A UTILITY POLE ON THE SOUTH SIDE OF OSAGE DRIVE, AS SHOWN HEREON.

SITE BENCHMARK #2: ELEVATION = 1068.50 (NAVD 88 DATUM)

"PK NAIL" IN ASPHALT ON SOUTH SIDE OF OSAGE DRIVE ACROSS FROM #1861 OSAGE DRIVE, LOCATED 73 FEET SOUTHWEST FROM A UTILITY POLE ON NORTH SIDE OSAGE DRIVE, 87 FEET SOUTHEAST FROM A WATER VALVE AT THE SOUTHWEST CORNER OF #1861 OSAGE DRIVE, AND 180 FEET NORTHWEST FROM A UTILITY POLE IN A FIELD SOUTH OF OSAGE DRIVE, AS SHOWN HEREON.

STATEMENT OF STATE PLANE COORDINATE TIE:

STATE PLANE COORDINATES WERE DETERMINED ON APRIL 01, 2024 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF "MOST" AND A PID OF DL6304 HAVING PUBLISHED MISSOURI STATE PLANE (CENTRAL ZONE) 2011 COORDINATE VALUES OF NORTH (Y) = 237,482.021 METERS AND EAST (X) = 175,971.983 METERS.

COMBINED GRID FACTOR = 0.999945141 (1 METER = 3.28083333 FEET)

SURVEYOR'S CERTIFICATION

ORDER NUMBER: 24-03-063
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
PHONE: (314) 487-0440

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JAMEY HENSON, DO HEREBY CERTIFY THAT THIS PLAT MEETS MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND WAS PREPARED UNDER MY SUPERVISION FROM ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY THE STERLING COMPANY DATED APRIL, 2024 AND SIGNED BY JAMEY HENSON L.S. NO. 2007017963 AND THAT PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED, AND ARE TO BE SET UNDER THE PERSONAL SUPERVISION OF JAMEY HENSON L.S. NO. 2007017963 IN ACCORDANCE WITH ARTICLE II, CHAPTER 42, OF THE CITY CODE OF ROLLA, MISSOURI.

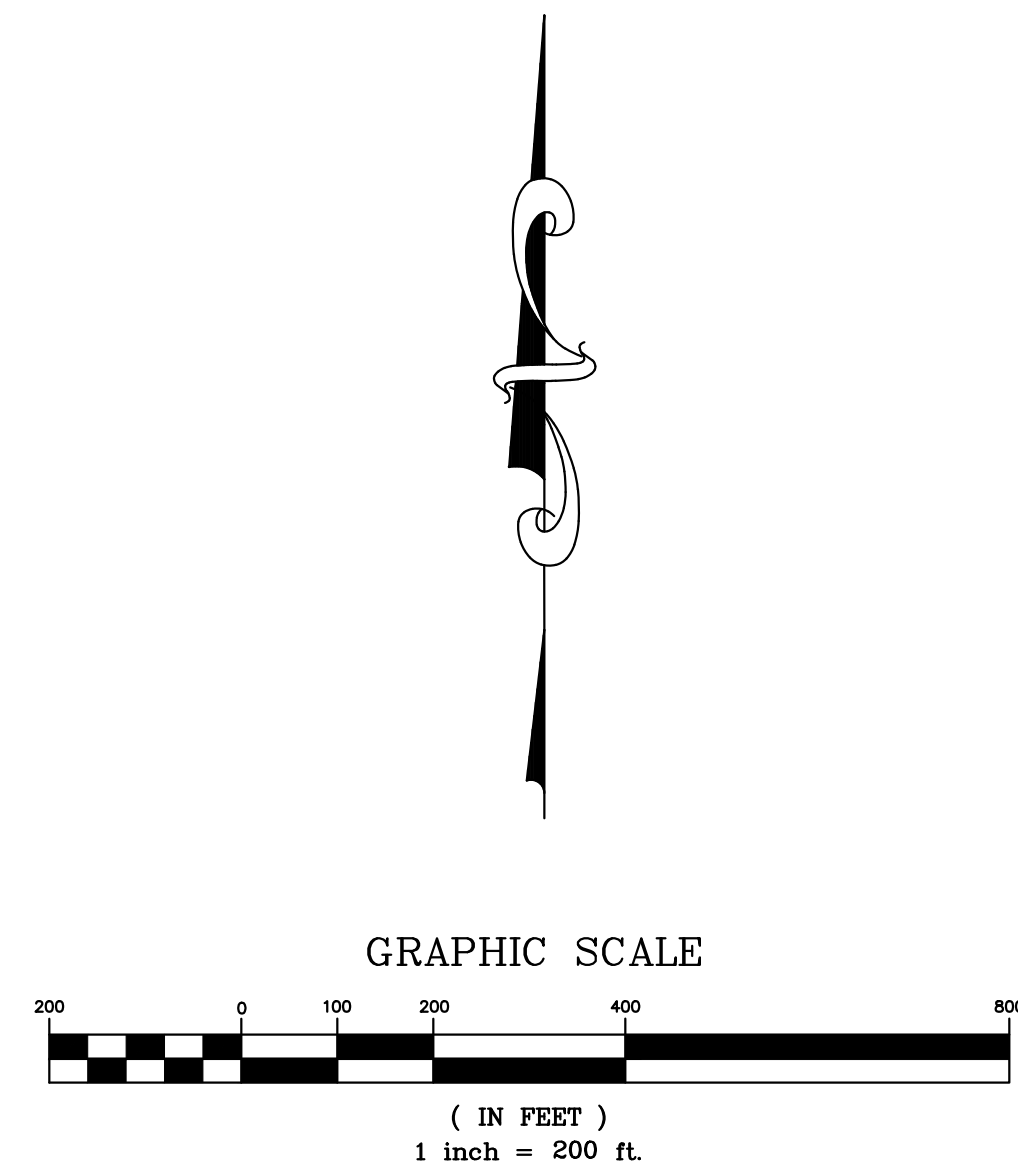
THE STERLING COMPANY
MO. REG. 307-D

PREPARED FOR:

ROLLA LAND STRATEGY, LLC
AND MCBRIDE ROLLA HIGHLANDS, LLC
17415 NORTH OUTER 40 ROAD
CHESTERFIELD, MISSOURI 63005
PH. (636) 537-2000

THE HIGHLANDS PHASE ONE

SITE OVERVIEW & SHEET INDEX

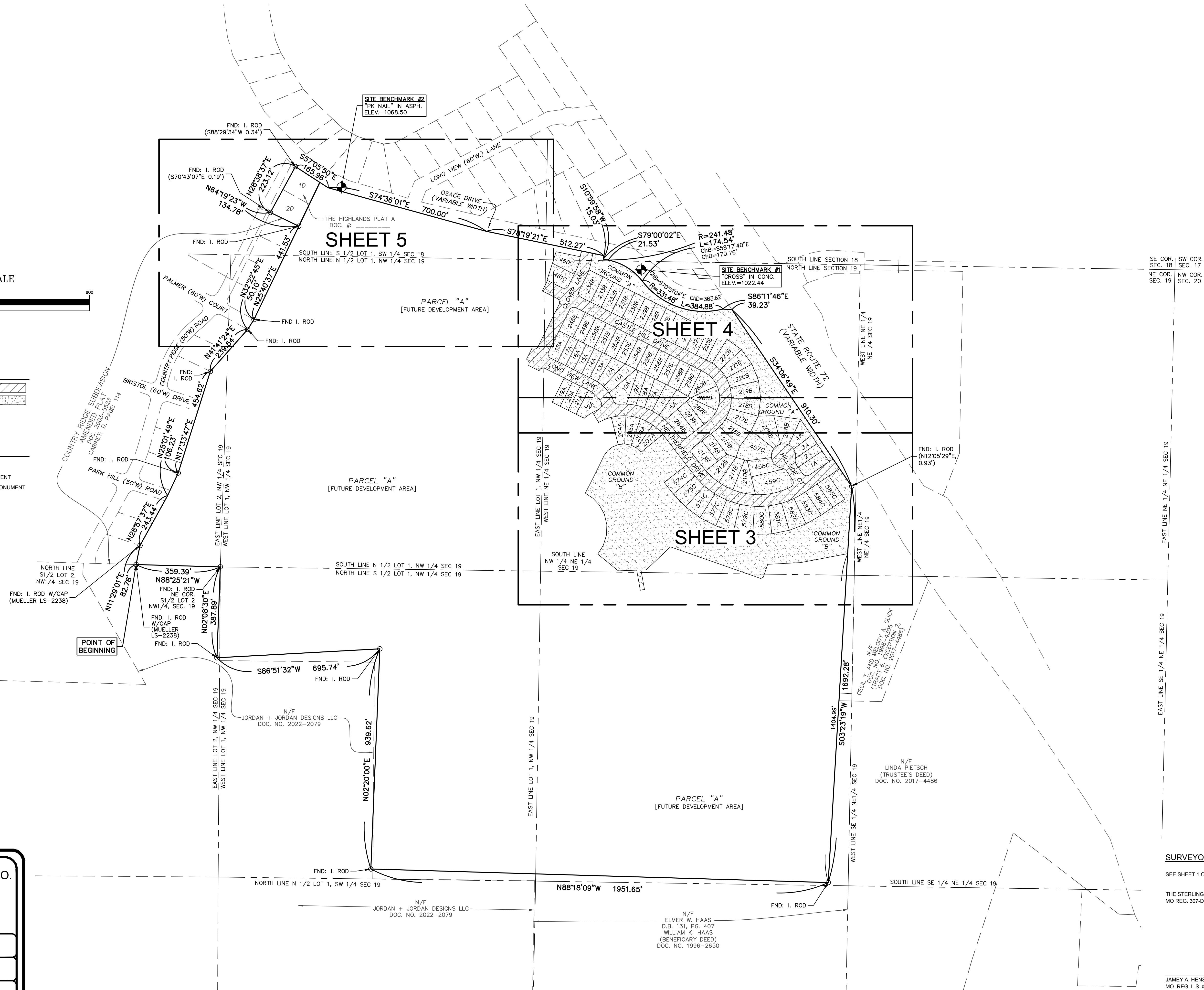


HATCHING LEGEND:

- PUBLIC RIGHT-OF-WAY
- PHASE ONE AREA

SYMBOL LEGEND:

- BENCHMARK
- FOUND PERMANENT MONUMENT
- FOUND SEMI-PERMANENT MONUMENT
- FOUND DISK MONUMENT



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - N/A
CHECKED BY:	JAH	DATE: FEB. 27, 2025
JOB NO.:	24-03-063	THE HIGHLANDS PHASE ONE

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 5 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
MO REG. I.S. #2007017963

MATCH LINE SHEET 4 OF 5

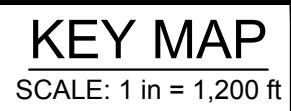


N/F
CECIL T. GLICK & MELODY A. GLICK
DOC. NO. 2024-4031

DATE _____

SHEET 3 OF 5

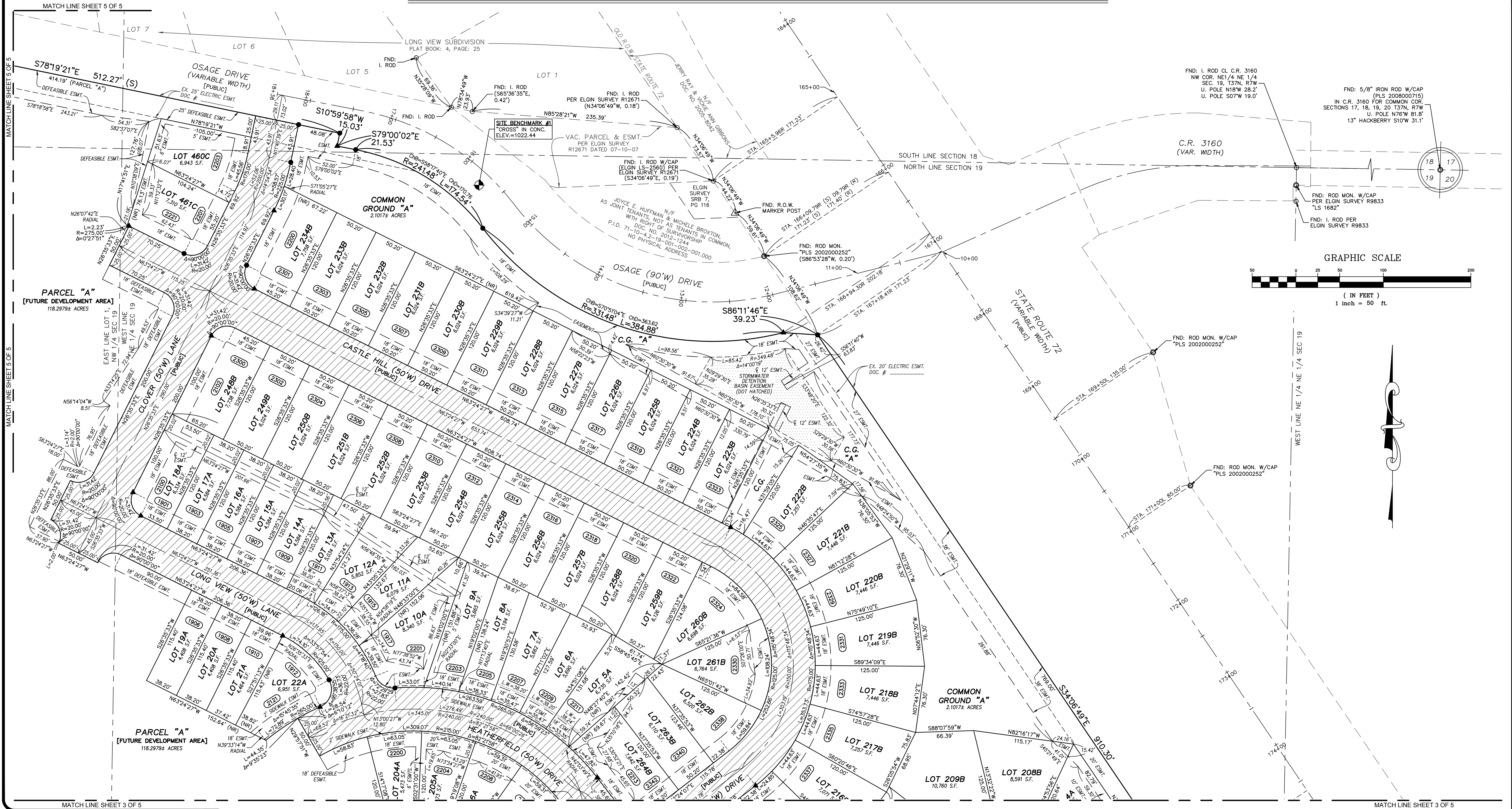
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<i>CHECKED BY:</i>	<i>JAH</i>	<i>DATE: FEB. 27, 2025</i>
<i>JOB NO.:</i>	<i>24-03-063</i>	<i>THE HIGHLANDS PHASE ONE</i>



PUBLIC RIGHT-OF-WAY
DETENTION BASIN
PUMP STATION EASEMENT

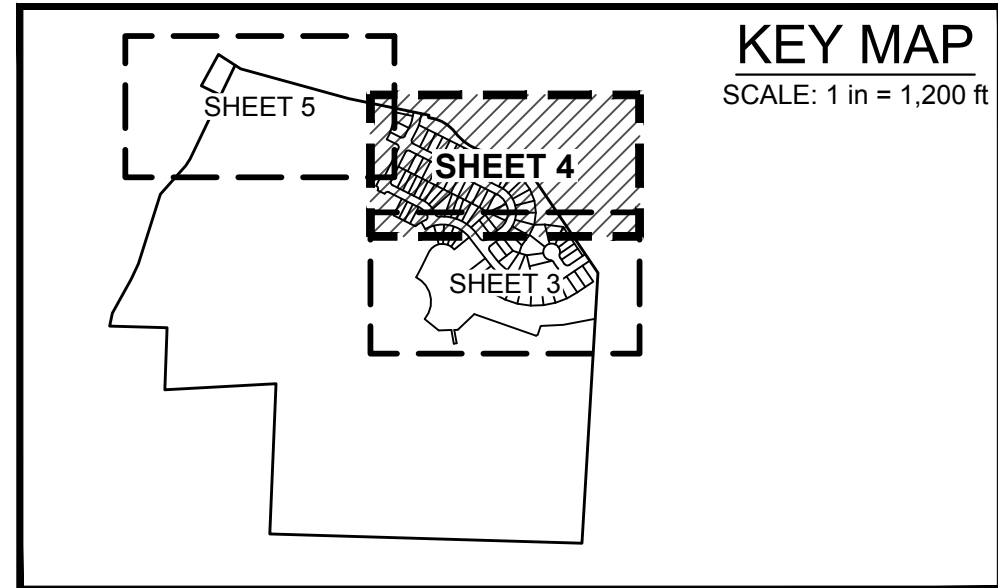
SURVEYOR'S CERTIFICATE:

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<i>DRAWN BY:</i>	<i>GFS</i>	<i>MSD P# - N/A</i>
<i>CHECKED BY:</i>	<i>JAH</i>	<i>DATE: FEB. 27, 2025</i>
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






ABBREVIATION LEGEND:

BK.	=	BOOK
BLDG.	=	BUILDING
CG	=	COMMON GROUND
CHB	=	CHORD BEARING
CND	=	CHORD DISTANCE
D.B.	=	DEED BOOK
DRAIN.	=	DRAINAGE
ESMT.	=	EASEMENT
FND.	=	FOUND
L.W.	=	LOT WIDTH AT THE FRONT BUILDING LINE
N/F.	=	NOW OR FORMERLY
(NR)	=	NON-RADIAL
P.	=	PLAT BOOK
P.O.B	=	POINT OF BEGINNING
P.O.C	=	POINT OF COMMENCEMENT
P.R.M.E.	=	PRIVATE ROADWAY MAINTENANCE EASEMENT
P.R.E.	=	PRIVATE SIDEWALK EASEMENT
P.V.M.T.	=	PAVEMENT
(R)	=	RECORD

ABBREVIATION LEGEND:

R.O.W.	=	RIGHT-OF-WAY
(S)	=	SURVEYED
S.D.T.	=	SIGHT DISTANCE TRIANGLE
S.F.	=	SQUARE FEET
T.S.C.L.	=	TEMPORARY SLOPE AND CONSTRUCTION LICENSE
W	=	WIDTH

SYMBOL LEGEND:

-  = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" I ROD W/ ALUMINUM CAP).
-  = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS. (1/2" I ROD W/ PLASTIC CAP OR C CROSS).
-  = SET PERMANENT MONUMENT IN PREVIOUS PLAT.
-  = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT.
-  = FOUND PERMANENT MONUMENT
-  = FOUND SEMI-PERMANENT MONUMENT
-  = FOUND CROSS
-  = FOUND ANCHOR
-  = BENCHMARK
-  = ADDRESS

HATCHING LEGEND:
PUBLIC RIGHT-OF-WAY
DETENTION BASIN
PUMP STATION EASEMENT

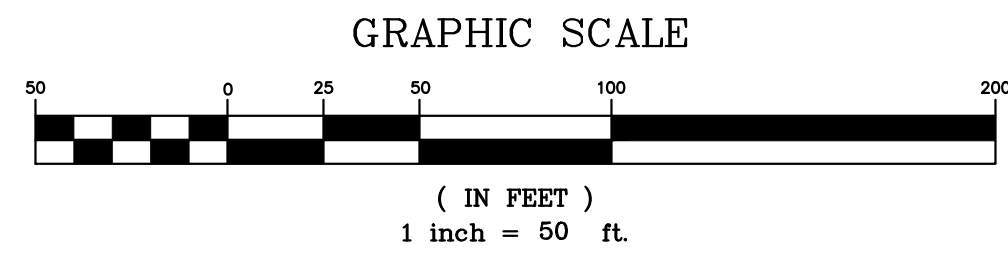
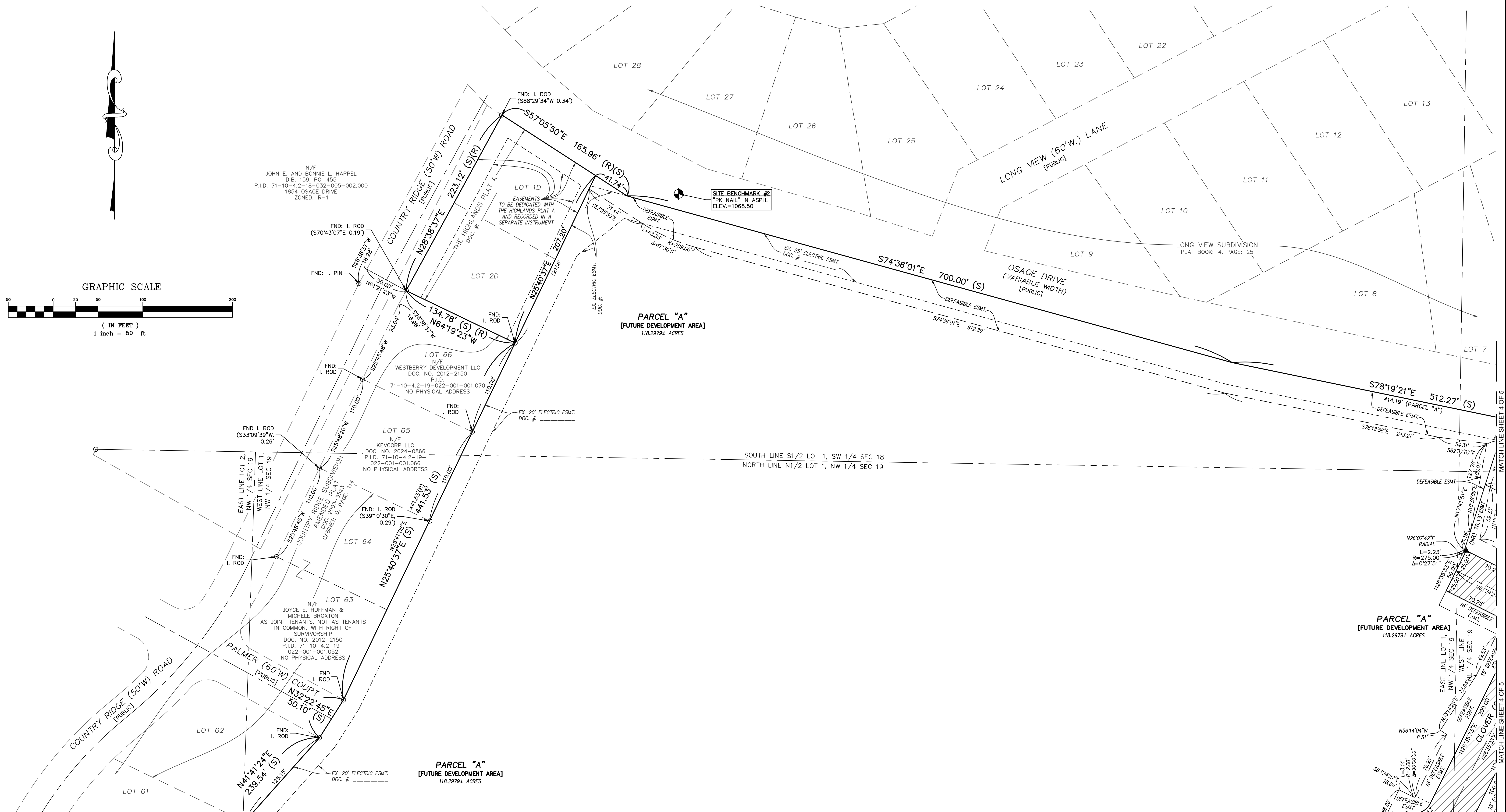
SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 5 FOR CERTIFICATION

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
MO. REG. L.S. #2007017963

THE HIGHLANDS PHASE ONE



N/F
JOHN E. AND BONNIE L. HAPPEL
D.B. 158, P.C. 455
P.I.D. 71-10-4.2-18-032-005-002.000
1854 OSAGE DRIVE
ZONED: R-1

FND: I. ROD
(S70°43'07\"E 0.19')

FND: I. PIN
(S28°38'37\"W 0.18')

FND: I. ROD
(S33°09'39\"W 0.26')

FND: I. ROD
(S33°09'39\"W 0.26')

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(S33°09'39\"W 0.26')

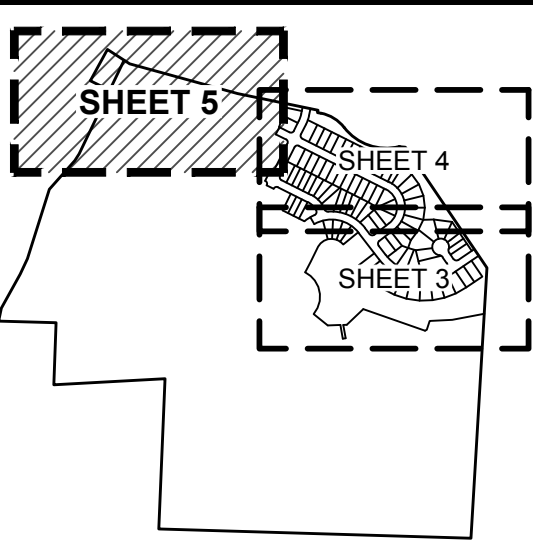
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(S33°09'39\"W 0.26')

FND: I. ROD
(S33°09'39\"W 0.26')

FND: I. ROD
(S33°09'39\"W 0.26')

FND: I. ROD
(S33°09'39\"W 0.26')

KEY MAP
SCALE: 1 in = 1,200 ft



ABBREVIATION LEGEND:

- BK. = BOOK
- BLDG. = BUILDING
- C.G. = COMMON GROUND
- CHB = CHORD BEARING
- CHD = CHORD DISTANCE
- D.B. = DEED BOOK
- DRAIN = DRAINAGE
- ESMT. = EASEMENT
- FND. = FOUND
- N/F = NOW OR FORMERLY
- (NR) = NON-RADIAL
- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.R.M.E. = PRIVATE ROADWAY MAINTENANCE EASEMENT
- P.S.E. = PRIVATE SIDEWALK EASEMENT
- PVMT. = PAVEMENT
- (R) = RECORD

ABBREVIATION LEGEND:

- R.O.W. = RIGHT-OF-WAY
- (S) = SURVEYED
- S.D.T. = SIGHT DISTANCE TRIANGLE
- S.F. = SQUARE FEET
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- W = WIDTH

SYMBOL LEGEND:

- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8\" I ROD W/ ALUMINUM CAP).
- = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2\" I ROD W/ PLASTIC CAP OR CUT CROSS).
- = SET PERMANENT MONUMENT IN PREVIOUS PLAT.
- ⊛ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT.
- = FOUND PERMANENT MONUMENT
- ⊙ = FOUND SEMI-PERMANENT MONUMENT
- ⊕ = FOUND CROSS
- ⊙ = FOUND ANCHOR
- ⊙ = BENCHMARK
- 523 = ADDRESS

HATCHING LEGEND:

- PUBLIC RIGHT-OF-WAY
- DETENTION BASIN
- PUMP STATION EASEMENT

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 5 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO REG. I.S. #2007017963

DATE

SHEET 5 OF 5

THE **STERLING** CO.
ENGINEERS & SURVEYORS

5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - N/A
CHECKED BY:	JAH	DATE: FEB. 27, 2025
JOB NO.:	24-03-063	THE HIGHLANDS PHASE ONE

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Vacation of an easement at 1527 Saint Maria's Street

(VAC25-02)

MEETING DATE: March 17, 2025

Application and Notice:

Applicant/Owner - Mike Woessner of St. Maria's LLC
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background: The subject property was platted in 2019. The plat included a 10 foot wide utility easement crossing the lot in anticipation of a storm water drainage pipe. The storm water system was changed when it was constructed such that it did not need to cross the subject property. No other utilities were built in the easement. The applicant seeks to vacate the easement to allow for a planned multi-family building.

Property Details:

Land area - Approximately 650 sq. ft. to be vacated.

Public Facilities/Improvements:

Utilities - No utilities are located in the easement to be vacated.

Discussion: No utilities were built in the easement. The easement is not needed for any existing or future utility needs. Staff recommends the easement be vacated. A small area is proposed to be retained as a utility easement by the ordinance to cover a portion of the property on which the storm sewer pipe was built.

Prepared by: Tom Coots, City Planner

Attachments: Area Map; Exhibit; Ordinance

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT LOCATED AT
1527 SAINT MARIA'S STREET**

(VAC25-02)

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

SECTION 1: The location of the easement to be vacated is shown on the attached exhibit.

SECTION 2: The said area to be vacated is more particularly described as follows:

A 10.0 foot wide utility easement in a fractional part of Lot 23 of ST. MARIA'S TATANDRA, Rolla, Missouri, lying 5.0 feet on each side of the following described line: Commencing at the Northwest Corner of Lot 23 of said ST. MARIA'S TATANDRA; thence South 1°57'50" East, 12.67 feet along the East right of way of Saint Maria's Street; thence North 88°02'10" East, 10.00 feet to the point of beginning of the hereinafter described centerline of easement: Thence continuing North 88°02'10" East, 65.00 feet to the ending point of said centerline of easement.

SECTION 3: A Utility Easement shall be retained on a portion of the subject property, more particularly described as follows:

A 10.0 foot wide utility easement in a fractional part of Lot 23 of ST. MARIA'S TATANDRA, Rolla, Missouri, lying 5.0 feet on each side of the following described line (side lines of the strip prolonged or shortened to terminate at the grantor's boundary line): Commencing at the Northeast Corner of Lot 23 of said ST. MARIA'S TATANDRA; thence North 89°37'10" West, 22.09 feet along the North line of said Lot 23 to the point of beginning of the hereinafter described centerline of easement: Thence South 13°07'30" East, 15.47 feet to the ending point of said centerline of easement.

SECTION 4: That this Ordinance shall be in full force and effect after the its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 17TH DAY OF MARCH, 2025.**

APPROVED:

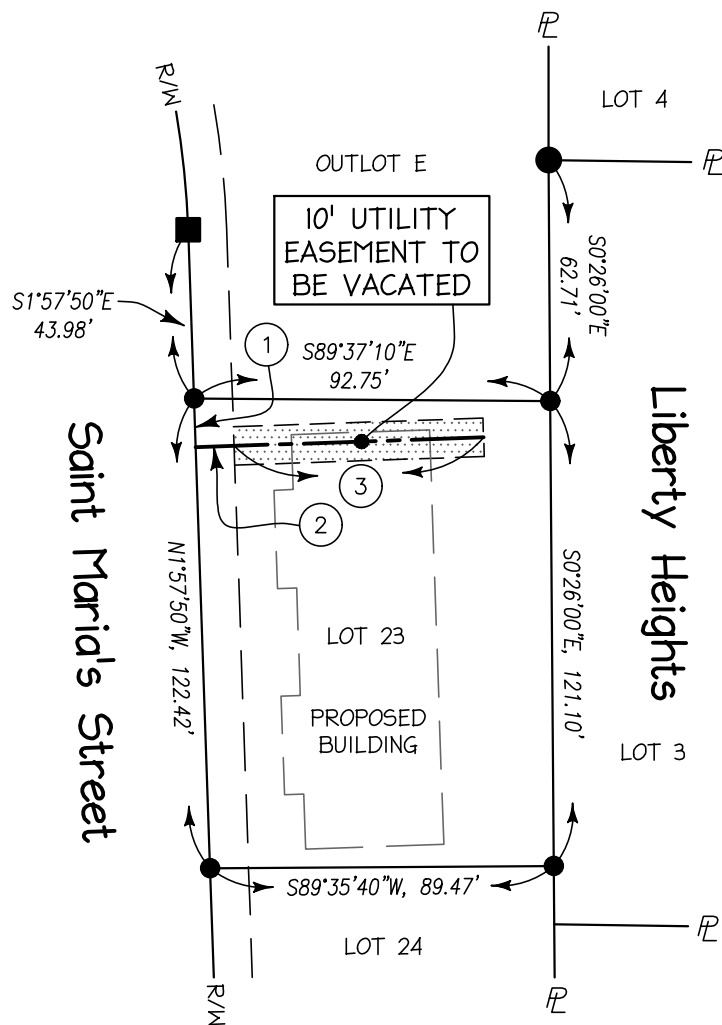
ATTEST:


Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor




 N
 SCALE: 1"=50'

Legend

- FOUND PERMANENT MARKER
- FOUND 1/2" IRON ROD
- FOUND 5/8" IRON ROD

No.	Bearing	Distance
1	S1°57'50"E	12.67'
2	N88°02'10"E	10.00'
3	N88°02'10"E	65.00'

Exhibit "A"



CM Archer Group, P.C. dba:

ARCHER-ELGIN
ENGINEERING | SURVEYING | ARCHITECTURE

Corporate Authority:

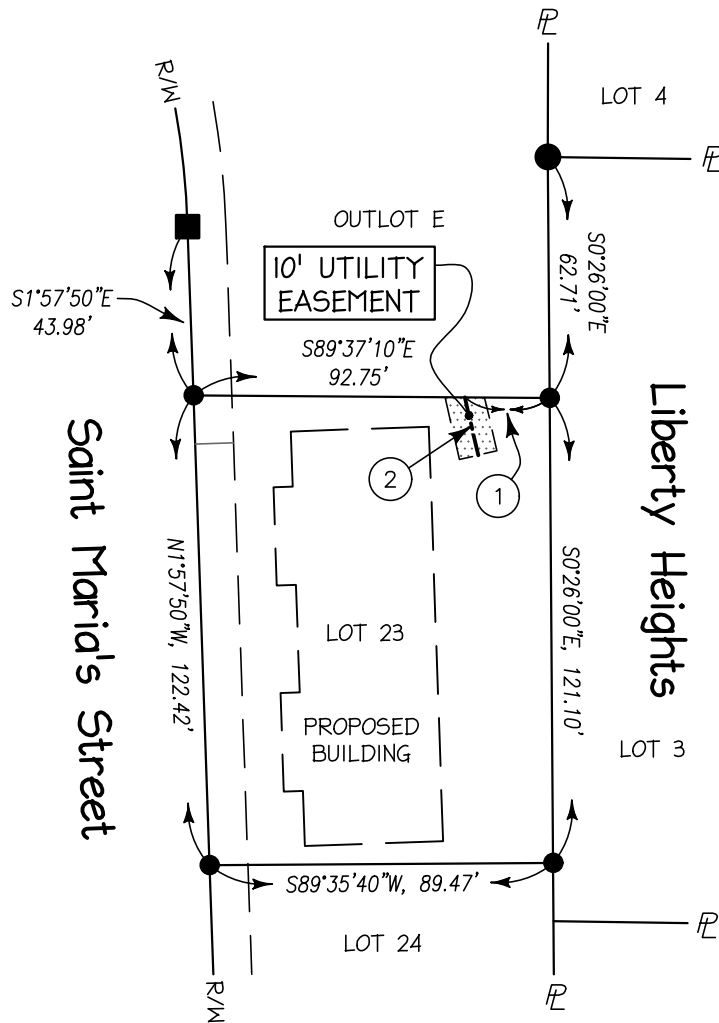
CM Archer Group, P.C.: E: 2003023612-D, LS: 2004017577-D, A-2016017179

310 East 6th Street
Rolla, Missouri 65401
Phone: 573-364-6362
Fax: 573-364-4782
www.archer-elgin.com

Easement Vacation Exhibit

Utility Easement Vacation in
Lot 23, St. Maria's Tatandra
Rolla, Phelps County, Missouri

DATE:
Feb. 6, 2025
DESIGNED BY:
SFF
DRAWN BY:
MEP
PROJECT NO.:
J6075



SCALE: 1"=50'

Legend

- FOUND PERMANENT MARKER
- FOUND 1/2" IRON ROD
- FOUND 5/8" IRON ROD

No.	Bearing	Distance
1	$N89^{\circ}37'10''W$	22.09'
2	$S13^{\circ}07'30''E$	15.47'

Exhibit "A"



CM Archer Group, P.C. dba:

ARCHER-ELGIN
ENGINEERING | SURVEYING | ARCHITECTURE

Corporate Authority:

CM Archer Group, P.C.: E: 2003023612-D, LS: 2004017577-D, A-2016017179

310 East 6th Street
Rolla, Missouri 65401
Phone: 573-364-6362
Fax: 573-364-4782
www.archer-elgin.com

Easement Exhibit

Utility Easement in
Lot 23, St. Maria's Tatandra
Rolla, Phelps County, Missouri

DATE:
Feb. 6, 2025
DESIGNED BY:
SFF
DRAWN BY:
MEP
PROJECT NO.:
J6075



Project Information:

Case No: VAC25-02
 Location: 1527 Saint Maria's Street
 Applicant: Mike Woessner of Saint Maria's LLC
 Request: Vacation of utility easement



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 602 N Olive Street from the C-1, Neighborhood Commercial district to the R-4, Urban Multi-family district
(ZON25-01)

MEETING DATE: March 17, 2025

Application and Notice:

Applicant/Owner - Will Benhardt of Blarney Stone, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background: The applicant seeks to rezone the subject property to allow the property to be redeveloped. An older duplex dwelling currently exists on the property. The applicant intends to demolish the duplex and build a small apartment building meeting the requirements and limitations of the R-4 district.

Property Details:

Current zoning - C-1, Neighborhood Commercial; to be rezoned to R-4, Urban Multi-family
Current use - Two-family residential
Proposed use - Multi-family
Land area - About 6,700 square feet

Public Facilities/Improvements:

Streets - The subject property has frontage on Olive Street, a Collector street.
Sidewalks - Sidewalks already exist along the frontage.
Utilities - The subject property should have access to all needed public utilities.

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

Discussion: The subject property is located near the downtown, in an area with a mixture of commercial and residential uses. The property is currently used for residential uses. The block on which the subject property is located contains three other properties which are used for residential uses – and another three that are commercial uses, despite being all commercial zoning. Many neighboring blocks are similarly composed.

The subject property was not quite included in the Old Town Neighborhood Plan area, the boundary of which is two blocks to the south. The subject property is in an area which would likely be included in a downtown neighborhood plan. The R-4 zoning has been applied to areas included in other neighborhood plans which called for higher density uses. The location, being on the edge of the downtown does seem to meet the stated purpose of the R-4 district – “A zone intended for high density residential, mixed-use, and limited commercial uses adjacent to the downtown and university campus areas.”

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on February 11, 2025 and voted 4-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Letter of Request; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY LOCATED AT 602 N OLIVE STREET FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE R-4, URBAN MULTI-FAMILY DISTRICT

(ZON25-01)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published in the Phelps County Focus for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on February 11, 2025 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its March 3, 2025 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring the said change of zoning and by those citizens opposing said change, the City Council found the proposed rezoning would promote public health, safety, morals and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

SECTION 1: That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-1 (Neighborhood Commercial) to R-4 (Urban Multi-family) Zoning described as follows:

Lot 6, Block 64, County Addition to Rolla, Phelps County, Missouri

SECTION 2: 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 17TH DAY OF MARCH, 2025.**

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

Will Benhardt

Blarney Stone Investments, LLC.

1420 E. State Hwy 72

Rolla, MO 65401

City of Rolla Planning and Zoning Department

901 North Elm St.

Rolla, MO 65401

Subject: Application for Rezoning 602 N. Olive Street - Blarney Stone Investments

Dear City of Rolla Planning and Zoning,

On behalf of Blarney Stone Investments, I would like to formally request the rezoning of 602 N. Olive Street. Our intent is to revitalize this property as multi-family housing.

We believe that this development will serve the community well, by replacing a duplex that has been in neglect and disrepair for several years, and in its place, providing much-needed housing in a growing and developing area near Rolla's Downtown.

As it stands, this property is zoned commercially. Due to the small lot size and frontage, however, this property is not well-suited for a commercial endeavor. Currently, street parking is the only parking option, with a maximum of 2-3 cars in front of the property. By rezoning to R-4, we would be able to make better use of the smaller lot and install a parking lot at the rear of the property.

This development is consistent with the intent of the Rolla Comprehensive Plan. As stated in the latest Comprehensive Plan update, one of the strategies with which to revitalize Downtown involves promoting such higher-density residential developments in neighborhoods within walking distance of

Downtown. As this property is located within easy walking distance of Downtown, Rolla High School, and Benton Square, this site is a prime candidate for such a development.

Additionally, this development would be consistent with nearby properties. Recently, another property, also near Benton Square, received rezoning to R-4 for a similar development.

Ultimately, rezoning this property from C-1 to R-4 will allow us to make better use of this property, to make a greater investment in this community, and to better serve the needs of Rolla and its citizens. We are excited to see growth and development in this community, and we look forward to playing a part in it.

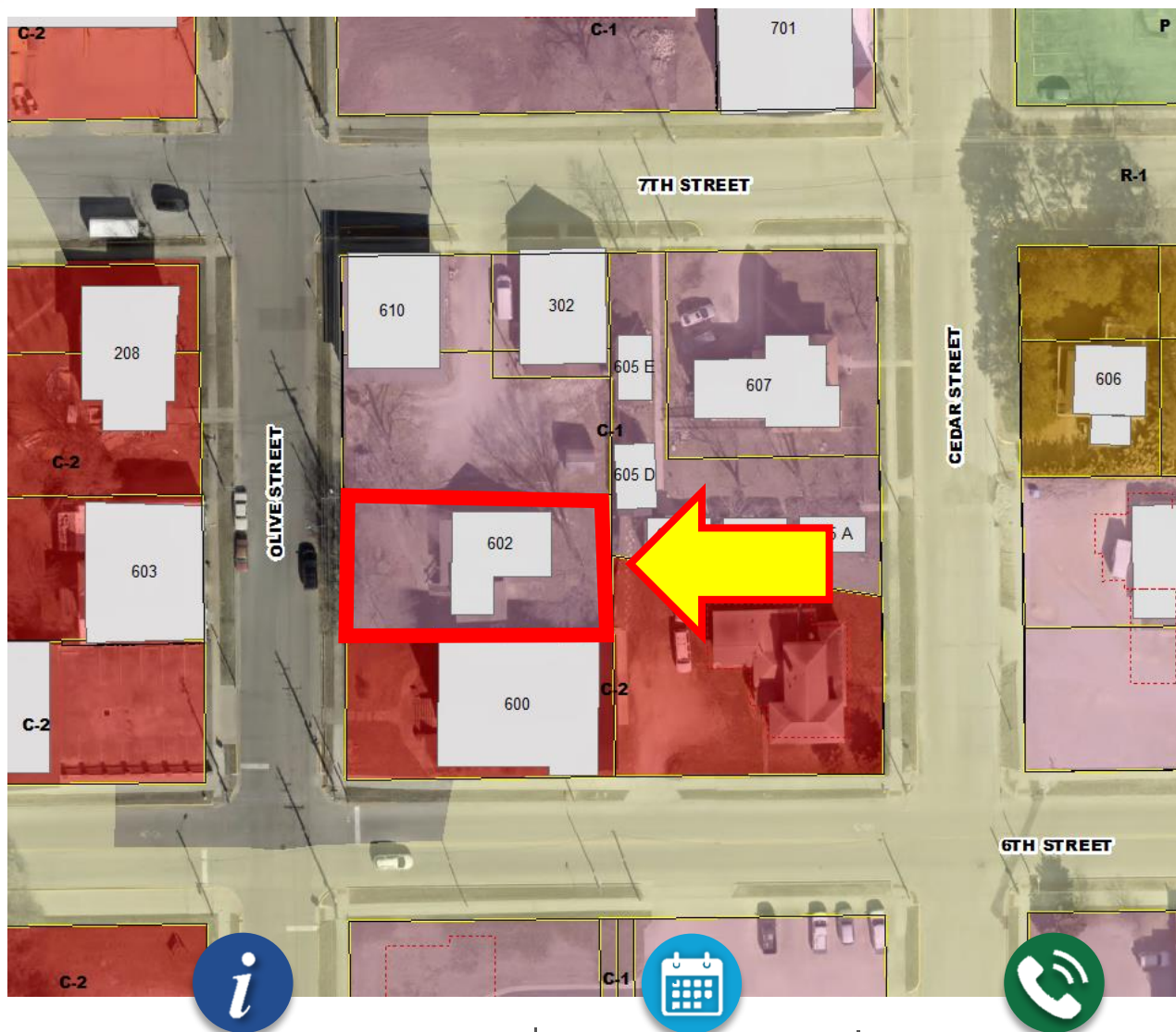
Thank you for your consideration of this request.

Sincerely,



Will Benhardt

Blarney Stone Investments, LLC



Project Information:

Case No: ZON25-01
 Location: 602 N Olive Street
 Applicant: Blarney Stone Investments, LLC
 Request:

Rezoning from C-1, Neighborhood
 Commercial to R-4, Urban Multi-family

Public Hearings:

Planning and Zoning
 Commission

February 11, 2025
5:30 PM

City Hall: 1st Floor

City Council
February 18, 2025
6:30 PM

City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

What is a Rezoning (Map Amendment)?

A Rezoning is a request to change the zoning of a property from one zoning district to another. Usually a rezoning would allow for a property to be used differently than in the past, or may allow for development or redevelopment.

What is Zoning?

The City of Rolla has adopted zoning regulations that divide the city into separate areas that allow for specified uses of property. For example, generally only residential uses are allowed in residential zones; commercial uses in commercial zones; etc..

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting. You may learn details about the project at the meeting. You will be given an opportunity to ask questions or make comments.

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

Lot 6, Block 64, County Addition to Rolla, Phelps County, Missouri





**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Vacation of the remainder of an alley north of 11th Street between Bishop Avenue and State Street

(VAC25-01)

MEETING DATE: March 17, 2025

Application and Notice:

Applicant - Fred Stone of the Missouri University of Science and Technology
Public Notice - Letters mailed to nearby property owners; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background: A portion of the subject alley has been previously vacated. The university has purchased additional property and seeks to redevelop the area. The alley area is already being used by the university for parking and access. The alley previously provided rear access to an apartment building, which the university has since purchased and demolished.

Property Details:

Land area - Approximately 3,480 sq. ft. of right-of-way to be vacated

Public Facilities/Improvements:

Utilities - The alley does contain a public sewer line. Easements will be retained over the portions of the sewer which will remain as public sewer lines.

Comprehensive Plan: The Comprehensive Plan does not provide guidance on street/alley/easement vacations.

Discussion: The vacation have been reviewed by city staff and the alley has been found to not be needed for public access at this time. A utility easement will be retained at this time to cover an existing sewer line. The easement may need to be vacated in the future once the sewer line is relocated or abandoned. At this time, the university seeks the vacation so the property will under their ownership to allow them to pursue a grant for a planned building.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on February 11, 2025 and voted 4-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice; Vacation Exhibit; Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VACATION OF THE REMAINDER OF AN ALLEY IN TOWNSEND ADDITION TO THE CITY OF ROLLA, GENERALLY LOCATED NORTH OF 11TH STREET BETWEEN BISHOP AVENUE AND THE FORMER RIGHTS-OF-WAY OF STATE STREET.

(VAC25-01)

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

SECTION 1: The general location of the rights-of-way to be vacated is shown on the attached exhibit.

SECTION 2: The said right-of-way in Townsend Addition to the City of Rolla to be vacated is more particularly described as follows:

An alley adjacent to Lots 10-13 in Block 1 of Townsend Addition to the City of Rolla, beginning at the southwest corner of Lot 13 in said Townsend Addition, thence north along the platted lots to a point being the northwest corner of Lot 10 in said Townsend Addition, thence east a distance of 12 feet, thence south to the right-of-way of 11th Street, thence west to the point of beginning. The intent of the vacation is to vacate all of the remaining alley in Block 1 of said Townsend Addition.

SECTION 3: The area to be vacated as described in this ordinance shall be retained as a utility easement.

SECTION 4: Pursuant to State Statutes, the ownership of the property to be vacated is to revert to the property owners on each side of the alley.

SECTION 5: That this Ordinance shall be in full force and effect after the its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 17TH DAY OF MARCH, 2025.

APPROVED:

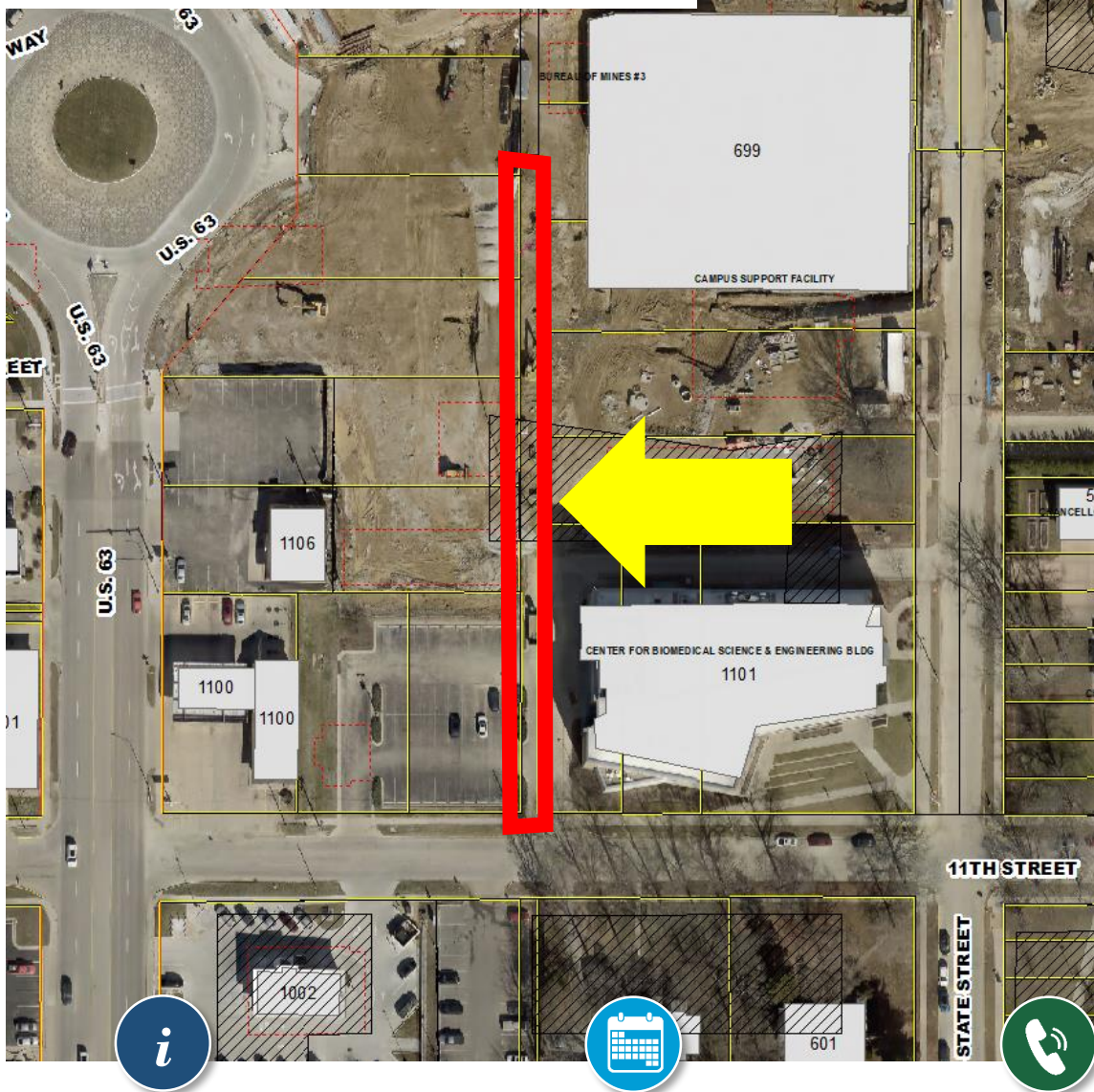
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: VAC25-01
Location: Alley north of 11th Street
between Bishop Ave and
State Street

Applicant: Missouri University of
Science and Technology

Request:
Vacation of the remaining alley

Public Hearings:

Planning Commission
February 11, 2025
5:30 PM
City Hall: 1st Floor

City Council
February 18, 2025
6:30 PM
City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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



What is a Vacation?

A vacation is an application to vacate (or remove) all or a portion of a right-of-way adjacent to a property or an easement on a property. The right-of-way or easement must be found to no longer serve any current or future purpose.

What is a Right-of-Way?

In the context of a vacation application, a right-of-way refers to the area which has been dedicated to the City – usually for a public street. In this case, unused alleys are proposed to be vacated.

How will this impact my property?

Since the alleys are not used, the vacation should not impact your property. As an adjacent owner, generally half of the former alley would revert to become your property. A Utility Easement will likely be retained for any existing or potential future utilities.

Please contact the Community Development Office at (573) 426-6974 if you have any questions.

Do I need to do anything?

Please contact our office or attend the meetings if you have any questions or concerns. If the vacation is approved you may need to file for a Lot Consolidation to combine the vacated ROW with your lot for building permitting.

Why is this proposed?

The vacation is proposed to remove an alley that is not used and not maintained. The alleys were platted years ago, but are not being used as public alleys. The vacation would revert the property to the adjacent owners – saving each individual owner from needing to apply separately.

What if I have concerns about the proposal?

If you have any concerns or comments, please try to attend the meeting to learn details about the project. You will be given an opportunity to ask questions or make comments regarding the case. If you are unable to attend the meeting, you may provide written comments by letter or email.

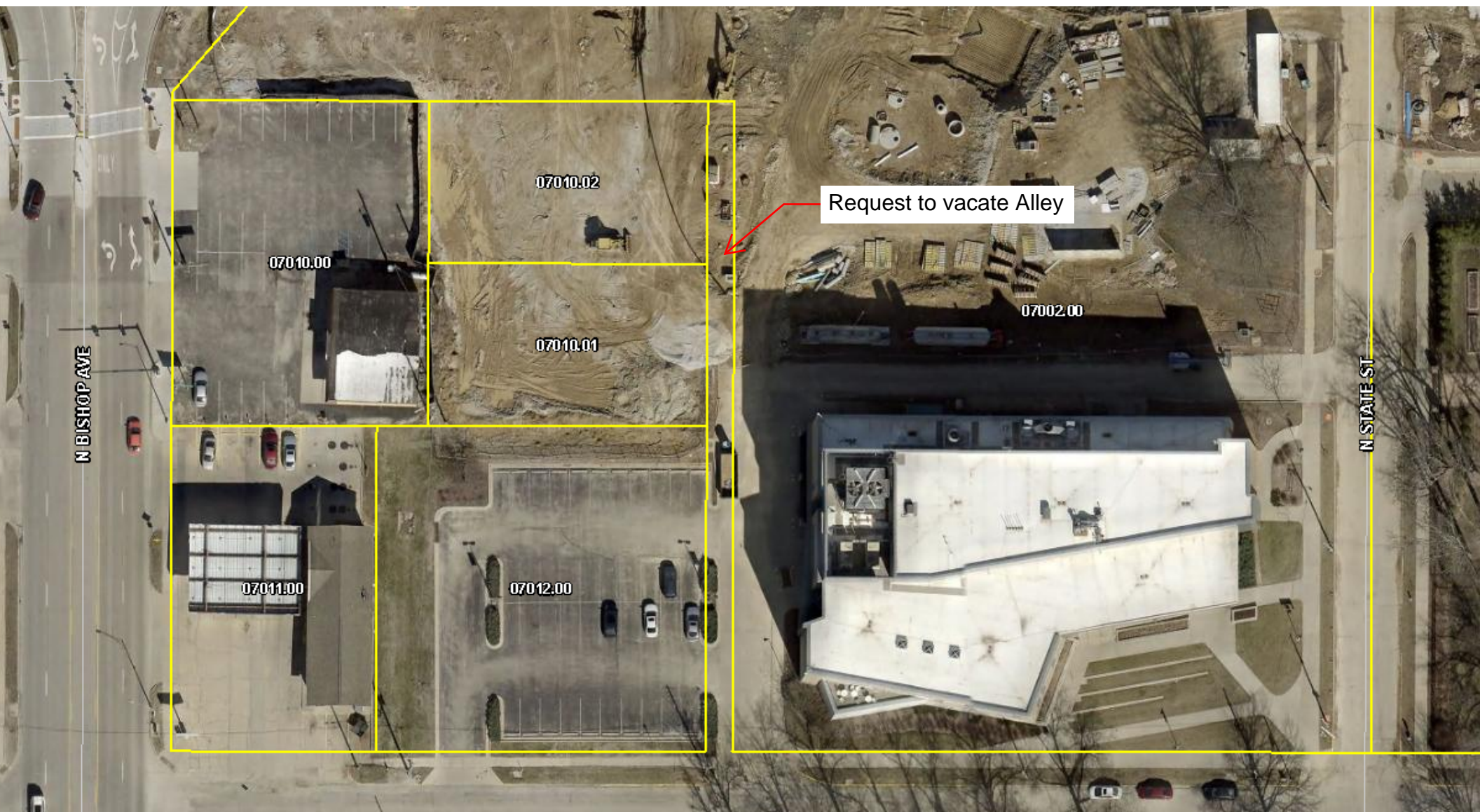
What if I have more questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

The remaining alleys in Block 1 in Townsend Addition to the City of Rolla





N BISHOP AVE

07010.00

07010.02

07010.01

07011.00

07012.00

07002.00

Request to vacate Alley

N STATE ST

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: EEZ Property Tax Abatement – Home 2 Suites by Hilton

BUDGET APPROPRIATION: NA **DATE: March 17, 2025**

COMMENTARY:

In 2009 the City of Rolla became the 79th out of now 135 cities and counties to adopt an Enhanced Enterprise Zone (EEZ) through the MO Dept. of Economic Development. The EEZ program provides real property tax abatement to selected industry (business clusters by NAICS code). The minimum tax abatement is 50% for 10 years with enhanced benefits based on employment, wages and investment.

[Note: any projects considered after 3/24/25 will be capped at the remaining years until expiration of the Rolla EEZ on 3/24/35]

Resolution NO. 1705 was adopted in December 2009 and lays out the conditions of EEZ benefits. EEZ, once adopted, is not discretionary meaning a qualifying industry should get the abatement as long as the program is active. The Home 2 Suites by Hilton will be the second applicant under NAICS Code 72 (“Accommodation except food and drinking places”). EEZ is primarily used in manufacturing, wholesale, warehousing and professional services (i.e. Hartmann).

While there is no clear regulation by MO DED that a public hearing and formal action is required for each participating project, they do encourage the same as well as adoption of an agreement that lays out the benefits and conditions of same including the “jobs requirement” (15 FTE).

Notices of the public hearing were mailed to the affected taxing jurisdictions. The City received no public input.

Recommendation: Final Reading

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ENHANCED ENTERPRISE ZONE PROJECT AND AUTHORIZING THE CITY OF ROLLA, MISSOURI TO ENTER INTO AN ENHANCED ENTERPRISE ZONE AGREEMENT WITH PRISA HOTEL LLC

WHEREAS, Prisa Hotel LLC (the “Property Owner”) has submitted plans to construct a new hotel (the “Project”) at 1630 Old Wire Outer Road in the City (the “Project Site”); and

WHEREAS, the Project Site is located in the Rolla Enhanced Enterprise Zone and, in accordance with Sections 135.950 et seq. of the Revised Statutes of Missouri (the “EEZ Law”) and Resolution No. 1705 of the City (the “Rolla Enhanced Enterprise Zone Abatement Policy”), the Project is eligible for partial real property tax abatement; and

WHEREAS, on March 3, 2025, the City Council held a duly-noticed public hearing to confirm the qualification of the Project under the Rolla Enhanced Enterprise Zone Abatement Policy and to garner public input regarding the proposed partial real property tax abatement, as required by the EEZ Law; and

WHEREAS, the City desires enter into an Enhanced Enterprise Zone Agreement with the Property Owner, in substantially the form of **Exhibit A** attached hereto (the “EEZ Agreement”), setting forth the terms upon which partial real property tax abatement will be provided;

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

Section 1. Approval of the Project. The City hereby approves the Project and hereby finds that, subject to the terms of this Agreement, it is eligible for partial real property tax abatement in accordance with the EEZ Law and the Rolla Enhanced Enterprise Zone Abatement Policy.

Section 2. Approval and Execution of EEZ Agreement. The City is hereby authorized to enter into the EEZ Agreement in substantially the form presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the same, such officials’ signatures thereon being conclusive evidence of their approval thereof. The Mayor is hereby authorized to execute the EEZ Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the EEZ Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the EEZ Agreement.

Section 4. Effective Date. 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 17th DAY OF March, 2025.

APPROVED:

[SEAL]

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

ENHANCED ENTERPRISE ZONE AGREEMENT

THIS ENHANCED ENTERPRISE ZONE AGREEMENT (this “*Agreement*”) is entered into this 17th day of March, 2025, by and between the **CITY OF ROLLA, MISSOURI**, an incorporated city and political subdivision of the State of Missouri (the “*City*”) and **PRISA HOTEL LLC**, a Missouri limited liability company (the “*Property Owner*”).

RECITALS:

A. The Property Owner owns and seeks to improve the real property located at 1630 Old Wire Outer Road in the City (the “*Project Site*” and including the improvements existing and to be made thereon, the “*Project*”).

B. The Project will be used by the Property Owner for hotel use (NAICS Code 721110).

C. The Project Site is located in the Rolla Enhanced Enterprise Zone and, in accordance with Sections 135.950 *et seq.* of the Revised Statutes of Missouri (the “*EEZ Law*”) and Resolution No. 1705 of the City (the “*Rolla Enhanced Enterprise Zone Abatement Policy*”), the Project is eligible for partial real property tax abatement.

D. On March 17, 2025, the City Council adopted Ordinance No. _____, authorizing the execution of this Agreement, which sets forth the terms upon which partial real property tax abatement will be available for the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Incorporation of the Abatement Policy. The terms of the Rolla Enhanced Enterprise Zone Abatement Policy are hereby incorporated into this Agreement.

Section 2. Approval of Project. The City hereby approves the Project and agrees that, subject to the terms of this Agreement, it is eligible for partial real property tax abatement in accordance with the EEZ Law and the Rolla Enhanced Enterprise Zone Abatement Policy. The Property Owner acknowledges that any change in use of the Project from the uses described in the recitals to this Agreement may result in termination of the partial real property tax abatement provided by this Agreement if such uses are not eligible for tax abatement under the EEZ Law or the Rolla Enhanced Enterprise Zone Abatement Policy. The Property Owner will promptly provide the City with written notice of any change in use of the Project.

Section 3. Construction of Project. The Property Owner will construct or cause the construction of the Project by July 31, 2026 in accordance with all zoning and building permits issued by the City. The City and the Property Owner also acknowledge that more than \$5 million is expected to be invested in the Project. For purposes of this Agreement, the incremental assessed value of the Project Site and the Project over the calendar year 2024 assessed value of the Project Site (\$88,650) shall be deemed attributable to the “*Abated Improvements*.”

Section 4. Real Property Abatement.

(a) The Project shall receive partial abatement from ad valorem real property taxation beginning with calendar year 2027 and, unless terminated on an earlier date as provided herein, ending with calendar year 2036 (the “*Abatement Term*”). During the Abatement Term, tax abatement shall apply to the the following abatement terms, subject to qualification under the Rolla Enhanced Enterprise Zone Abatement Policy and certification under **Section 5**, will apply:

Qualification Requirements	Available Abatement
2 new full-time jobs and \$100,000+ investment	50% abatement for 10 years
15+ new full-time jobs	10% additional abatement
\$4.8 million capital investment	0% additional abatement
TOTAL	60% abatement for 10 years

During the Abatement Term, the applicable percentage of the ad valorem real property taxes that would otherwise be due on the Abated Improvements made to the Project Site will be abated. The Property Owner shall be responsible for providing the Assessor with any information requested by the Assessor to determine which improvements on the Project Site are Abated Improvements.

(b) The tax abatement described in this Section shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project.

Section 5. Jobs Requirement.

(a) The Property Owner hereby represents that it will employ, throughout the Abatement Term, to employ at least 15 persons on a full-time basis. Each year, no later than July 31 of each year, beginning July 31, 2026 and ending July 31, 2035, the Property Owner shall submit an annual certification in substantially the form of **Exhibit B** to the City of its average number of full-time employees. The City shall immediately notify the Assessor if the certified number of full-time employees is less than 15 and what the applicable abatement percentage under **Section 4** should be for such year. If the Assessor receives no notice from the City by October 1, the Assessor may assume that the Property Owner has qualified for the maximum abatement under **Section 4**.

(b) If the Property Owner fails to provide the aforementioned annual certification, the City Manager may direct the Assessor to suspend the tax abatement until such time as the City receives the required written certification.

Section 6. Compliance with Laws. The Property Owner agrees to obtain (or cause its tenants to obtain) any and all permits, licenses and other governmental approvals required by the applicable rules, regulations, codes and ordinances of the City and to otherwise comply with such rules, regulations, codes and ordinances in connection with the construction and maintenance of the Project. None of the provisions of this Agreement shall be construed as relieving the Property Owner or its tenants of any obligations to comply with any applicable ordinances of the City or laws and regulations of the State of Missouri and the United States of America.

Section 7. Defaults and Remedies. If the Property Owner breaches any covenant or fails to perform any obligation hereunder for a period of 30 days following written notice to the Property Owner of such failure, the City may, in its sole discretion, terminate this Agreement. Upon termination of this Agreement, the Project shall be subject to full taxes as provided by Missouri law.

Section 8. Indemnification. The Property Owner agrees to indemnify and defend the City and its respective governing body members, officials, agents and employees (the "*Indemnified Parties*") and to insure that the Indemnified Parties are held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement; provided, however, that these indemnification obligations shall not apply to any claims, demands, costs, liabilities, damages or expenses caused by or resulting from the gross negligence or willful misconduct of any of the Indemnified Parties. This obligation to indemnify the Indemnified Parties shall survive the termination of this Agreement for any reason.

Section 9. Limitations on Liability. No member, official, employee or agent of the City shall be personally liable to the Property Owner. Neither the City nor any other person shall have pecuniary liability to the Property Owner for failure of the Property Owner to receive the abatement contemplated by this Agreement.

Section 10. Federal Work Authorization. Simultaneously with the execution of this Agreement and annually on or before December 31 of each year of the Abatement Term, the Property Owner shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, by sworn affidavit in substantially the form attached hereto as **Exhibit C** and provision of documentation, affirm its or one of its subsidiaries enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.

Section 11. Payment to City Costs. The Property Owner also agrees to pay all costs of the City in connection with the City's enforcement of this Agreement, including reasonable attorneys' fees.

Section 12. Notices. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested, or delivered personally,

(a) If to the City:

City of Rolla
901 North Elm Street
Rolla, Missouri 65401
Attn: City Manager

(b) If to the Property Owner:

Prisa Hotel LLC
1507 Martin Springs Drive
Rolla, Missouri 65401
Attention: Mehul Patel

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 13. Assignment. The Property Owner may not assign this Agreement or any portion thereof, either voluntarily or by operation of law, without the City Manager's prior written consent, unless such assignment is to an entity controlled by or under common control with the Property Owner or as part of a collateral assignment in connection with the financing or refinancing of the Project.

Section 14. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Property Owner certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

Section 15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Phelps County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of that court.

Section 16. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed in their respective hands and upon their behalf.

CITY OF ROLLA, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

PRISA HOTEL LLC

By: _____
Name: _____
Title: _____

III.D.8

EXHIBIT A
LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT B
FORM OF ANNUAL JOBS CERTIFICATION

[Date]

City of Rolla
901 North Elm Street
Rolla, Missouri 65401
Attn: City Manager

Re: 1630 Old Wire Outer Road EEZ Annual Report

Dear City Manager:

Pursuant to Section 5 of the Enhanced Enterprise Zone Agreement, Prisa Hotel LLC hereby certifies that it employed an average of ____ full-time employees from July 1, 20__ to June 30, 20__. Documentation of employment will be provided upon request.

Sincerely,

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.

STATE OF MISSOURI)
) SS
COUNTY OF PHELPS)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Prisa Hotel LLC (the "Property Owner"), which is an affiliate of Prisa Hotel LLC (the "Property Owner"). I am authorized by the Property Owner to attest to the matters set forth herein.

I hereby affirm the Property Owner's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

The Property Owner does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

PRISA HOTEL LLC

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

My commission expires on: _____



CITY OF ROLLA ENHANCED ENTERPRISE ZONE

WWW.rollacity.org

Pre-Qualification Application for Local Tax Abatements

Please Type or Print Form:

FEIN: 92-1284851

MO Tax ID # 29599881

Name of Business/Company: PRISA HOTEL LLC

Address of Proposed Development/Improvements: 1630 OLD WIRE OUTER RD, ROLLA MO 65401

Email & Phone Number: (Mike Patel) chako07@hotmail.com 573-201-3905

County Parcel Number: 71-09-2.0-10-003-001-.022.000 Facility NAICS Code: 721110

Tax Abatement Applying for:
☒ Enhanced Enterprise Zone
☐ Chapter 100 – Industrial Development

Effective Date:
Tax Year Beginning: 2026
Ending: 2036

Description of project/development:

Home 2 Suites by Hilton Rolla 89 Guest Room Hotel

Estimated Completion Date of
construction/expansion:
January 2026

Total Project Cost:
Real Property: Construction \$4,000,000.00
Personal Property: Personal Property \$ 800,000.00

Benefits to the City and/or County: (number of jobs created, salaries, benefits, etc.)

An extended stay motel for the Community is a needed asset of the community. Marriott is a trusted brand name and will provide Another alternative in the lodging market for extended stay travelers. Additional sales tax revenue will be generated as result of the Visitors to the motel. Will provide sales taxes for the City of Rolla and the Tourism Taxes on Rooms.

Corporate Contact (Please Print) Title: Address:
Mehul Patel Manager (573) 201-3905 1670 Old Wire Outer Road Rolla Mo 65401

Signature: [Signature] Date: 12/11/24 City, State, Zip Code

Under penalty of perjury, I declare that I have examined this application and to the best of my knowledge and belief, the information contained herein is true, correct, and complete.

Mail or email all applications & related inquiries to:
Enhanced Enterprise Zone Board
ATTN: City Administrator John Butz
901 North Elm Street
Rolla, MO 65401
jbutz@rollacity.org

For Staff Use Only
Approved by: _____
Title: _____
Date: _____
Abatement at ___ % for ___ years

Distributed to: _____ County Assessor, _____ County Clerk, List any tax districts that request a copy, etc. _____

January 3, 2018

RESOLUTION NO. 1705

A RESOLUTION ESTABLISHING THE ELIGIBLE ENHANCED ENTERPRISE BUSINESSES FOR THE ROLLA ENHANCED ENTERPRISE ZONE AND REDUCING THE AD VALOREM TAX ON ELIGIBLE PROJECTS WITHIN THE DESIGNATED ENHANCED ENTERPRISE ZONE, IN ACCORDANCE WITH CHAPTER 135, RSMo. AND SUBSEQUENT AMENDMENTS.

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

WHEREAS the City Council of the City of Rolla wishes to reduce the ad valorem tax for qualified projects within the Enhanced Enterprise Zone of the City of Rolla; and

WHEREAS the City of Rolla duly held a public hearing to consider the formation of the Enhanced Enterprise Zone, zone boundary, and the ad valorem tax abatement rate for certain projects on October 13, 2009, in Rolla, Missouri;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolla, Missouri as follows:

That the following industries, when locating or expanding within the Enhanced Enterprise Zone, to be known as the Rolla Enhanced Enterprise Zone, so designated by the State of Missouri, will be considered eligible for a reduction in ad valorem taxes, per criteria stated below and pursuant to Chapter 135, RSMo and subsequent amendments:

Qualifying Industries by NAICS Code:

- 22— Utilities
- 23— Construction
- 31-33— Manufacturing
- 42— Wholesale
- 48-49— Transportation and Warehousing
- 51— Information
- 54— Professional, Scientific and Technical Services
- 55— Management of Companies and Enterprises
- 56— Administrative and Support and Waste Management and Remediation Services
- 71— Arts, Entertainment and Recreation, excluding gaming operations
- 72— Accommodation except Food and Drinking places
- 81— Other services except Religious organizations

1705

1905

By Section 348.015(14) of the RSMo:

Value-added agricultural products

By Section 135.950 (9)(b) of the RSMO: (9)

"Enhanced business enterprise", an industry or one of a cluster of industries that is either:
(a) Identified by the department as critical to the state's economic security and growth; or

(b) Will have an impact on industry cluster development, as identified by the governing authority in its application for designation of an enhanced enterprise zone and approved by the department; but excluding gambling establishments (NAICS industry group 7132), retail trade (NAICS sectors 44 and 45), educational services (NAICS sector 61), religious organizations (NAICS industry group 8131), public administration (NAICS sector 92), and food and drinking places (NAICS subsector 722), however, notwithstanding provisions of this section to the contrary, headquarters or administrative offices of an otherwise excluded business may qualify for benefits if the offices serve a multistate territory. In the event a national, state, or regional headquarters operation is not the predominant activity of a project facility, the new jobs and investment of such headquarters operation is considered eligible for benefits under this section if the other requirements are satisfied. Service industries may be eligible only if a majority of its annual revenues will be derived from out of the state;

BE IT FURTHER RESOLVED, that any business enterprise within the above itemized NAICS codes, located within the proposed zone and meeting requirements of Chapter 135 RSMo. as amended, will receive a minimum of 50 percent reduction of real ad valorem tax abatement on new improvements, or more based on private investment, job creation and paid wages as attached in Exhibit A for a minimum of 10 years, or longer based on private investment, job creation and paid wages as attached in Exhibit A.

BE IT FURTHER RESOLVED that this reduction applies to all ad valorem taxes by all political subdivisions within the City of Rolla, Missouri.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 21ST DAY OF DECEMBER 2009.

APPROVED:


William S. Jenks III, Mayor

ATTEST:


Carol L. Daniels, City Clerk

APPROVED AS TO FORM:


John D. Beger, City Counselor

1905

1705

EXHIBIT A: ROLLA ENHANCED ENTERPRISE ZONE BENEFIT LEVEL OPTIONS

QUALIFICATION REQUIREMENTS	ABATEMENT LEVEL/TERM
Minimum Requirements – As determined by DED 2 new FT employees and \$100K minimum investment	50% abatement for 10 years
ADDITIONAL ABATEMENT INCREMENTAL BENEFITS	
New Jobs	
5 + New FT employees	5 % additional abatement
15 + New FT employees	10 % additional abatement
25 + New FT employees	15 % additional abatement
50 + New FT employees	25% additional abatement
100+ New FT employees	25% additional abatement + 5 years
250+ New FT employees	25% additional abatement + 10 years
Average Payroll	
Average new payroll at 100% of County Average	0% additional abatement
Average new payroll at 110% of County Average	5% additional abatement
Average new payroll at 120% of County Average	10% additional abatement
Average new payroll at 130% of County Average	10% additional abatement + 5 years
Investment	
Capital Investment exceeding \$5 million	5 % additional abatement
Capital Investment exceeding \$10 million	10 % additional abatement
Capital Investment exceeding \$25 million	15 % additional abatement
Capital Investment exceeding \$50 million	15% additional abatement + 5 years
Capital Investment exceeding \$75 million	15% additional abatement + 10 years

NOTE: A project can combine any of the additional abatement benefits not to exceed 80% for 20 years.

1705

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Project #595 – FY 2025 ASPHALT PHASE I

BUDGET APPROPRIATION: \$750,000

DATE: 03/17/25

COMMENTARY:

City staff received bids for Project 595, FY2025 Asphalt Phase I. A bid tabulation is included in the packet. The bids were as follows:

Pierce Asphalt, LLC PO Box 696 Rolla, MO 65402	\$ 749,122.84
Capital Paving and Construction, LLC 117 Commerce Drive Jefferson City, MO 65109	\$ 790,713.95
NB West Contracting Company 18637 US Highway 66 Pacific, MO 63069	\$ 649,495.77

This phase includes work on portions of the following streets: 5th, 10th, 13th, 15th, 16th, 17th, 18th, Emily Drive, Holt Avenue, Huntleigh Drive, Independence Road, Iverness Lane, Lauren Court, Oak Street, Old St. James Road, Overland Drive, Pine Street, Ramsey Place Road, Rucker Avenue, Silverleaf Lane, and Timberlane Court.

Staff is requesting final reading of the ordinance authorizing the Mayor to enter into the contract with NB West Contracting Company, for \$ 649,495.77.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND NB WEST CONTRACTING COMPANY.

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 for Project 595 between the City of Rolla and NB West Contracting Company, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 17TH DAY OF MARCH 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **NB West Contracting Company** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2025 Asphalt Phase I, PROJECT 595**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2025 Asphalt Phase I, PROJECT 595**.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$ 649,495.77 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

FY 2025 Asphalt Phase I
 PROJECT 595

				Pierce Asphalt, LLC		Capital Paving and Construcion LLC		NB West Contracting Company	
				PO Box 696		117 Commerce Dr		18637 US Highway 66	
				Rolla, MO 65402		Jefferson City, MO 65109		Pacific, MO 63069	
				P: (573) 465-8534		P: (573) 418-9997		P: (314) 962-3145	
				E: gstroup.pierceasphalt@gmail.com		E: qmatheis@jeffersonasphalt.com		E: crwest@nbwest.com	
ITEM NO.	DESCRIPTION	QTY		UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	BP-2 or Surface Leveling	3,997	TN	\$ 116.77	\$ 466,729.69	\$ 117.65	\$ 470,247.05	\$ 80.00	\$ 319,760.00
2	Milling	65,032	SY	\$ 1.97	\$ 128,113.04	\$ 2.60	\$ 169,083.20	\$ 2.05	\$ 133,315.60
3	Tack	5,203	GAL	\$ 4.00	\$ 20,812.00	\$ 3.25	\$ 16,909.75	\$ 3.00	\$ 15,609.00
4	BP-1	1,143	TN	\$ 116.77	\$ 133,468.11	\$ 117.65	\$ 134,473.95	\$ 158.19	\$ 180,811.17
TOTAL BID (ITEMS THRU 18)				\$	749,122.84	\$	790,713.95	\$	649,495.77

Missouri Dept. of Conservation, Missouri DNR, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,
USFWS S. VanBibber

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPT. HEAD: Jeff Breen, Fire Chief **ACTION REQUESTED:** Ordinance Final Reading

ITEM/SUBJECT: Station 1 Bay Doors

BUDGET APPROPRIATION: \$30,000 ARPA
\$3,000 Building & Grounds

DATE: March 17, 2025

Commentary:

City staff received bids for Fire Station One located at 1490 East 10th Street for replacement bay doors. We advertised for bids twice and received one bid as follows:

G&W Overhead Door	\$33,096.00
311 Dana Renee Drive	
Rolla, MO 65401	

This project will replace six (6) bay doors (8 year warranty) with Polyurethane Insulated Steel Doors with one row of full view windows. The existing bay doors are 20+ years old and are showing some deterioration and bowing causing air gaps at all of the door jambs.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with G&W Overhead Door for \$33,096.00.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND G&W OVERHEAD DOOR.

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 for Fire Station One Overhead Doors between the City of Rolla and G&W Overhead Door, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 17TH DAY OF MARCH 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **G&W Overhead Door** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Fire Station One Overhead Doors**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

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

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

EXHIBIT A

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$33,096.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

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

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

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

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

CLOPAY COMMERCIAL – MODELS 3720, 3721, 3723 energy series with intellicore

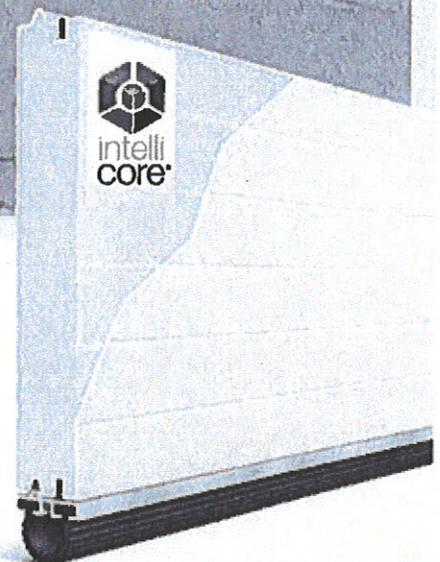


POLYURETHANE INSULATED STEEL DOORS

Clopay's Model 3720, 3721 and 3723 are polyurethane insulated steel commercial and industrial doors designed for facilities where energy efficiency and durability are required.

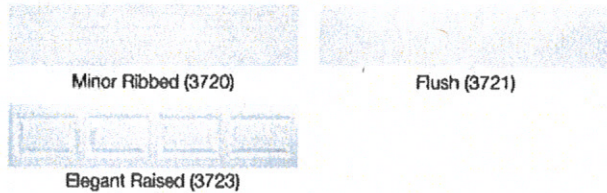
- Foamed in place Intellicore® polyurethane insulation with thermal break provides strength and energy efficiency. R-value 18.4.
- 2" thick door with three-layer steel front, insulated middle and steel backing, provides durability, strength and quiet operation.
- Three-stage steel paint process, inside and out, delivers a virtually maintenance free finish.
- Multiple window sizes and glazing options provide visibility, energy efficiency and design options.

clopaycommercial.com



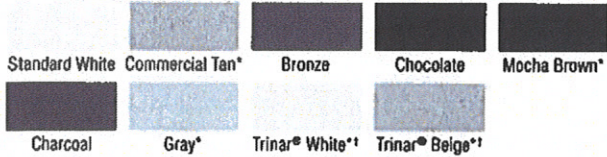
Steel skins are protected through a tough, layered coating system, including a hot-dipped galvanized layer, a protective metal oxide pretreatment and a baked-on primer and top coat.

EXTERIOR SKIN PATTERN



COLOR OPTIONS

MODEL 3720



ADDITIONAL COLORS FOR MODELS 3721, 3723



CUSTOM PAINT OPTION



Color Blast® finish offers more than 1,500 Sherwin-Williams® color options to complement your building design. This durable two-part paint system has been thoroughly tested and is backed by a five-year warranty.

Due to solar reflective formulation to meet greater than a 38 LRV some colors may not be available.

FEATURES

STANDARD HARDWARE

TPE astragal in corrosion-resistant retainer
Commercial 10-ball steel rollers (nylon tires available)
Steel step plate and lift handle
Galvanized steel end stiles
Inside slide lock for increased security
2" or 3" track
10,000 cycle springs. High cycle springs available.
Galvanized aircraft cable with minimum 7:1 safety factor
Variety of track configurations to meet building specifications

MATERIALS AND CONSTRUCTION

Panel Thickness	2"
Insulation	CFC and HCFC-free Intellicore® polyurethane
R-value	18.4*
U-Factor	0.19†
Air Infiltration	0.22 cfm/ft²
Thermal Break	Continuous foam
Exterior Steel	27 gauge (.41 mm)
Interior Steel	27 gauge (.41 mm)
Exterior Surface	Stucco embossed, minor ribbed (3720) Woodgrain embossed, flush (3721) Woodgrain embossed, elegant raised (3723)
Max Width	3720: 32'2" 3721/3723: 24'2"
Max Height	3720: 26' 3721/3723: 18'
Exterior Colors	Standard White, Almond, Desert Tan, Sandtone, Commercial Tan, Bronze, Chocolate, Mocha Brown, Charcoal, Gray, Trinar® White and Trinar® Beige. Also available in Color Blast® finish.
Interior Color	Standard White
Limited Warranties	10-year delamination 10-year standard paint 5-year Color Blast® finish 1-year material and workmanship

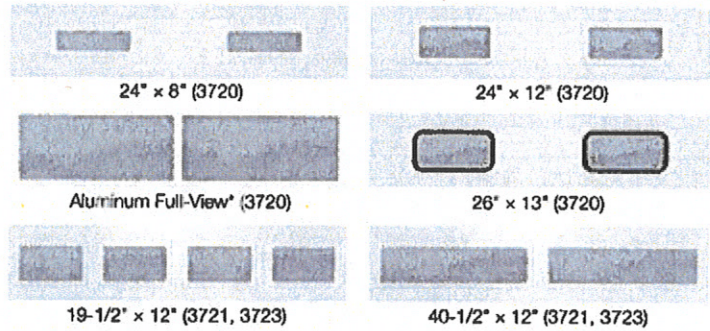
* Calculated door section R value is in accordance with DASMA IDS 163.

† Tested door U-Factor is in accordance with DASMA 105.

For special sizes, applications and options, consult customer service at 1-800-526-4301.

ADDITIONAL OPTIONS

WINDOW OPTIONS



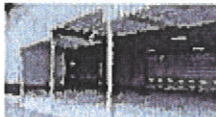
* Intellicore polyurethane insulated option also available.

Model 3720 is available with nominal insulated glass and nominal insulated tempered glass. Full-view section, pre-painted Standard White or Chocolate; glazing options include DSB, tempered, plexiglass, insulated, insulated tempered and polycarbonate. 26" x 13" windows are available with Lexan® or plexiglass. Models 3721 and 3723 are available with DSB, plexiglass and insulated glass.

HEAVY-DUTY HARDWARE (where not standard)



MULLIONS



Carry-away, roll-away or swing-up mullions are available on select sizes.

BREAK-AWAY SECTION



Single section and double sections available on select sizes.

PASS DOOR



32" wide x 80" high, max 16'2" wide section. Not available on Models 3721 and 3723.

EXHAUST PORT



Can be cut into any type of sectional door. Available in select sizes.

CONTROLGARD® SD CHAIN HOIST



Hand chain hoist with an integral braking system provides controlled descent for sectional doors.



WindCode® design pressure (DP) up to 52 PSF depending on configuration. Models tested 50% greater than DP.



Upgrade your standard door with industrial-grade components.

CODE COMPLIANT

This Clipay door complies with the 2015 IECC (International Energy Conservation Code) with an air infiltration rating of .40 cfm/ft² or less (IECC, Section 402.5.2), and also meets the U-Factor requirement of .37 or less (IECC, Section C402.4, for Climate Zones 1 through 8).

HIGH CYCLE SPRINGS



25,000, 50,000 or 100,000 cycle springs available.



For more information on these and other Clipay products, visit clipaycommercial.com. Architects and specifiers, visit architectdoorhelp.com.



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CMDC-3720-07_REV1024

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator, John Butz

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution to Amend Resolution No. 1358 Purchasing Manual

TOTAL BUDGET APPROPRIATION: N/A

DATE: 03/17/25

COMMENTARY:

The City of Rolla last updated its Purchasing Manual in November 1999. Per policy, estimated purchases of goods or services over \$10,000 require a formal procurement policy - a minimum of 2 weeks advertisement, sealed bids and Council award and action. Today that limit is more likely to range between \$25,000 -\$75,000 in many MO cities. Purchases under \$10,000 can be done by obtaining quotes and awarded within 30 days.

The City is actively serving as the general contractor on the new Animal Shelter which means we are directly purchasing some of the equipment/ supplies but also working with a variety of contractors in doing various phases of work: flooring, HVAC, drywall, painting, and FFE to name a few. Doing so is allowing us to get the most value and expediency out of donated funds. Standard purchasing requirements such as prevailing wage, agreements/contracts, performance bonds (when required), would still apply.

Recommendation: Motion to approve the Resolution approving a temporary amendment of the City's Purchasing Manual specifically for the new Animal Shelter.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 1358 – ROLLA PURCHASING MANUAL

WHEREAS, it has been recognized that there is a need to provide guidelines to facilitate purchases made by the City of Rolla, Missouri; and

WHEREAS, Resolution No. 1358 was approved by the Rolla City Council on November 1, 1999 adopting the City's Purchasing Manual; and

WHEREAS, while needing a comprehensive review and updating, City Council desires to grant an amendment to the City's Purchasing Manual specifically as it pertains to the construction of the New Animal Shelter through July 2027.

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

Section 1: That the Purchasing Manual adopted in November 1999 by Resolution NO. 1358 remains in effect until amended or repealed by action of the Rolla City Council.

Section 2: That Section 10 "Informal Bid Procedures" will be extended up to \$25,000 solely for purposes of the construction of the New Animal Shelter where the City is acting as general contractor.

Section 3: This addendum shall expire on July 31, 2027 unless formal action is taken by the Rolla City Council prior.

Section 4: That this resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 17th DAY OF MARCH 2025.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

(i) The specialized experience and technical competence of the firm with respect to the type of services required;

(ii) The capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project;

(iii) The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;

(iv) The firm's proximity to and familiarity with the area in which the project is located.

(4) 8.291. Negotiation for contract--not applicable, for certain political subdivisions.--1. The agency shall list three highly qualified firms. The agency shall then select the firm considered best qualified and capable of performing the desired work and negotiate a contract for the project with the firm selected.

2. For a basis for negotiations the agency shall prepare a written description of the scope of the proposed services.

3. If the agency is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm shall be terminated. The agency shall then undertake negotiations with another of the qualified firms selected. If there is a failing of accord with the second firm, negotiations with such firm shall be terminated. The agency shall then undertake negotiations with the third qualified firm.

4. If the agency is unable to negotiate a contract with any of the selected firms, the agency shall reevaluate the necessary architectural, engineering or land surveying services, including the scope and reasonable fee requirements, again compile a list of qualified firms and proceed in accordance with the provisions of sections 8.285 and 8.291.

5. The provisions of sections 8.285 to 8.291 shall not apply to any political subdivision, which adopts a formal procedure for the procurement of architectural, engineering and land surveying services.

6. The City reserves the right to competitively procure the above listed services through the formal bid process utilized for the purchase of supplies and capital items.

SECTION 9. Formal Contract Procedures: All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall equal or exceed ten thousand dollars (\$10,000.00), shall be purchased by formal, written contract from the lowest and best responsible bidder, after due notice inviting proposals.

All sales of personal property belonging to the City which has become obsolete and unusable when the estimated value shall equal or exceed five hundred dollars (\$500.00), shall be sold by sealed bid to the highest responsible bidder, after due notice inviting proposals.

a. Notice Inviting Bids.

(1) Newspaper. Notice inviting bids shall be published one time in at least one newspaper having a general circulation in the City at least two weeks prior to the date on which such bids are due. Publication dates shall be one week apart. The two (2) week bid period is a minimum requirement. Certain items or services may require longer bid periods. With the approval of the Agent and Finance Director, the two-week minimum requirement may be shortened in duration.

(i) Scope of Notice: The newspaper notice required herein shall include a general description of the articles to be purchased or sold, shall state where detailed specifications may be secured, the time and place for opening bids, and indicate any other requirements such as minority business requirements, equal opportunity notices, etc.

(2) Bidders' List. The Agent may also solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "Bidders List" which the Agent shall maintain by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitations sent to the vendors on the bidders' list shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

(3) Invitation to Bid. All invitations to bid or proposals to bid shall be mailed to each person on the bidders' list or given to each person who requests them; provided said person is not a disqualified bidder.

(4) Exceptions. Exceptions to this process may include repair parts for special equipment, sole-source items, patented items, professional services, or where a true emergency exists.

a. The determination of exceptions rests with the Purchasing Agent and the Finance Director.

b. Bid Deposits: When deemed necessary by the Agent, bid deposits shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of surety where the Agent has required such. A successful bidder shall forfeit any surety required by the Agent upon failure to successfully deliver the specified items according

to specifications. If bid deposits are required to be submitted by contract, then they shall be received within ten (10) days following notification of award of bid. The bid deposit for each bid shall be determined by the Agent and shall not exceed 10% of the total contract amount.

c. Bid Opening Procedure.

(i) Sealed. Bids shall be submitted sealed to the Agent or his designate and shall be identified as bids on the envelope.

(ii) Opening. Bids shall be opened in public at the time and place stated in the "the notice and invitation to bid".

(iii) Tabulation. A tabulation of all bids received shall be made available to the public on request within the guidelines of state statute and City Code.

d. Rejection of Bids. The Agent or City Council, as applicable, shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when it is in the best interest of the City.

(i) Disqualified Bidders. The Agent shall not accept the bid of any disqualified bidder as provided in Sub-Section 3(b.6).

e. Award of Contract.

(1) Authority in Agent. The Agent shall have the authority to award contracts within the purview of this Policy when the purchase price is less than ten thousand dollars (\$10,000.00). Contracts for ten thousand dollars (\$10,000.00) or greater shall be awarded by the City Council.

(2) Lowest Responsible Bidder. Contracts shall be awarded to the lowest responsible bidder. In determining "lowest" responsible bidder", in addition to price, the Agent or City Council shall consider:

(i) The ability, capacity, and skill of the bidder to perform the contract or provide the services required;

(ii) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

(iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(iv) The quality of performance of previous contracts or services;

(v) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

(vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services, in cases in which the Agent requires pre-qualifications of bidders.

(vii) The quality, availability and adaptability of the supplies, or contractual services to the particular use required;

(viii) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

(ix) The number and scope of conditions and specifications attached to the bid.

(3) Award to Other than a Low Bidder. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Department Director and submitted to the Agent and Finance Director and filed with the other papers relating to the transactions, and shall be made available to the public on request. Such documentation on purchases of ten thousand dollars (\$10,000.00) or greater shall be recommended to the City Council prior to the City Council award of bid.

(4) Tie Bids. If all bids received are for the same total amount or unit price, quality and service being equal, the Agent or City Council shall award the contract to one of the tie bidders by drawing lots in the presence of two witnesses who shall sign a statement, to be kept on file in the City Clerk's office, attesting to the outcome of such drawing.

(5) Performance Bonds. The Agent shall have the authority to require a performance bond, before entering a contract, in such amount, as he shall find reasonably necessary to protect the best interests of the City.

f. Prohibition Against Subdivision. No contract or purchase shall be subdivided to avoid the requirements of this Section.

SECTION 10. Informal Bid Procedures. The following shall constitute the bidding categories and the appropriate procedure:

a. Purchases the Total Value of which is more than \$1,000 but less than \$3,000

(1) Requests for quotations (verbal or written) will be obtained from at least two legitimate bidders. These quotations shall be recorded and attached to the Purchase Order.

(2) Awards will be made within thirty days of the date by which bids are to be received, or all bids will be rejected.

(3) For all informal bids if previous quotations within 60 days have already determined the lowest bidder, the City may place the order direct without further bids.

b. Purchases the Total Value of which is \$3,000 but less than \$10,000

(1) Requests for written quotations will be obtained from at least three legitimate bidders. These quotations shall be recorded and attached to the Purchase Order, which shall be approved by the agent and Finance Director.

(2) Awards will be made within thirty days of the date by which bids are to be received, or all bids will be rejected.

(3) For all informal bids if previous quotations within 60 days have already determined the lowest bidder, the City may place the order direct without the bids.

c. Bid Deposits and Performance Bond. When deemed necessary by the Agent, vendors may be required to submit a bid deposit and/or a performance bond.

SECTION 11. Emergency Purchases. Purchases necessary to avoid serious danger to life, impairment to property or equipment, considerable monetary loss to the City, or to avoid the interruption of City services, and for which delivery will commence within twenty-four hours after placement of the purchase order, may be made by an authorized agent of the agency or department involved after receiving approval from the Agent. A complete record of the emergency purchases and the situation necessitating the purchase shall be forwarded to the Agent within one workday of the purchase.

SECTION 12. Change Orders.

a. Any addition or deletion exceeding 10% of the original formal bid contract, for City Council approved projects or contracts, shall require City Council approval.

b. The compilation or aggregate of change orders, individually less than 10% greater but greater than 25% in the total will also require formal City Council approval.

c. Change orders of less than 10% shall require the pre-approval of the City Administrator and Finance Director.

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator, John Butz

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution to Approve MOU with Rolla Chamber for Route 66 Sign

TOTAL BUDGET APPROPRIATION: \$2000 +/- in-kind DATE: 03/17/25

COMMENTARY:

The Rolla Area Chamber of commerce has been working with the Mo Division of Tourism and the Route 66 Commission to plan for and celebrate the 100th Anniversary of Route 66 in 2026. In those efforts the Chamber applied for and has received a \$15,000 grant for a 10" Route 66 sign (one of 10 Missouri counties chosen).

After discussion with City Staff and the Parks Advisory Committee, the City and Chamber are proposing the placement of same on the old Kingshighway right-of-way now vacated and adjacent to Bueler Park. The purpose of same will be to celebrate Route 66 through Rolla, and provide a great photo opportunity for Route 66 enthusiasts. Buehler Park provides great visibility, easy access, parking (including bus parking) and bathrooms.

The city has proposed the MOU to layout expectations of both the City and Chamber. The Rolla Chamber will cover the cost of manufacturing and installation (and related materials) and the City will do the design and work of the foundation slab and installation of walkway and electric for lighting. The Parks Dept. will cover the lighting costs and the City will include the sign under its blanket insurance coverage for public signs.

Recommendation: Motion to approve the Resolution authorizing the MOU with the Rolla Chamber for the Route 66 sign.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A MOU BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA CHAMBER OF COMMERCE (RACC) FOR ROUTE 66 SIGNAGE.

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

Section 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to approve a MOU between the City of Rolla, Missouri and the Rolla Chamber of Commerce (RACC), a copy of said MOU being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 17th DAY OF MARCH 2025.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**Memorandum of Understanding
Between The City of Rolla and The Rolla Area Chamber of Commerce
Route 66 Sign**

The City of Rolla and the Rolla Area Chamber of Commerce, a 501(c)6 Corporation, desires to enter into a memorandum of understanding (MOU) for the placement of a large sign structure commemorating the 100th anniversary of Route 66 in or adjacent to Buehler Park in Rolla, MO.

Purpose and Term of Agreement:

The purpose of this MOU is to establish the duties and responsibilities of both parties. The Rolla Area Chamber of Commerce has received a \$15,000 grant from the MO Division of Tourism to erect a ten foot (10') tall Route 66 sign to celebrate and commemorate the 100th anniversary of Route 66 across Missouri (see Exhibit A). This memorandum will expire December 31, 2034, and will be subject to reauthorization by agreement of both parties.

Location of Services:

The general location of the vacated Kingshighway right-of-way adjacent to Buehler Park makes an ideal location for this display due to ease of access, parking, and security creating an ideal location for commemorative photos (see Exhibit B). Precise placement of the sign, erected and anchored to a concrete foundation, will be determined by City in consultation with the Park Advisory Committee and the Chamber of Commerce.

The Rolla Area Chamber of Commerce will:

- Comply with State grant requirements in accepting the \$15,000 grant for the acquisition of a ten foot tall metal fabricated display.
- Spec, order and pay for the sign subject to review and approval by the City.
- Upon installation donate the sign to the City of Rolla.
- Reimburse the City for materials required to extend electric/lighting service to the sign.
- Reimburse the City for materials required to extend sidewalk to the sign.
- Promote the 100th anniversary of Route 66 throughout the City of Rolla and Phelps County including placement on the Chamber's tourism website.
- Assign a point of contact for coordinating with the City the installation and maintenance of the sign. No less than annually the Chamber and City will physically inspect the sign for wear and tear and maintenance. Any repairs due to accident, vandalism or act of God will be split equally between the City and Chamber (beyond insurance coverage).

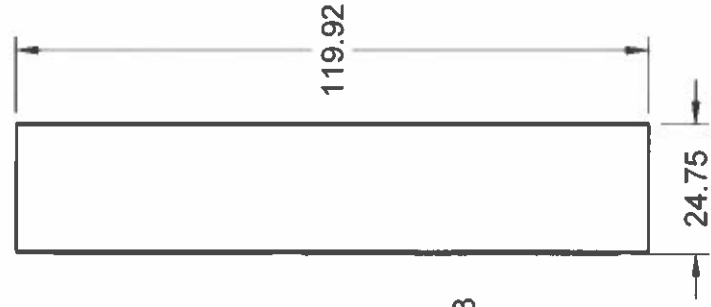
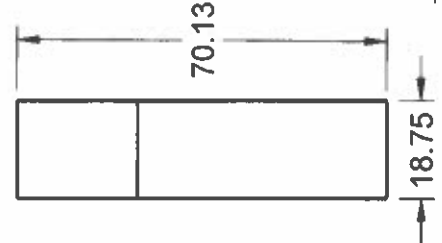
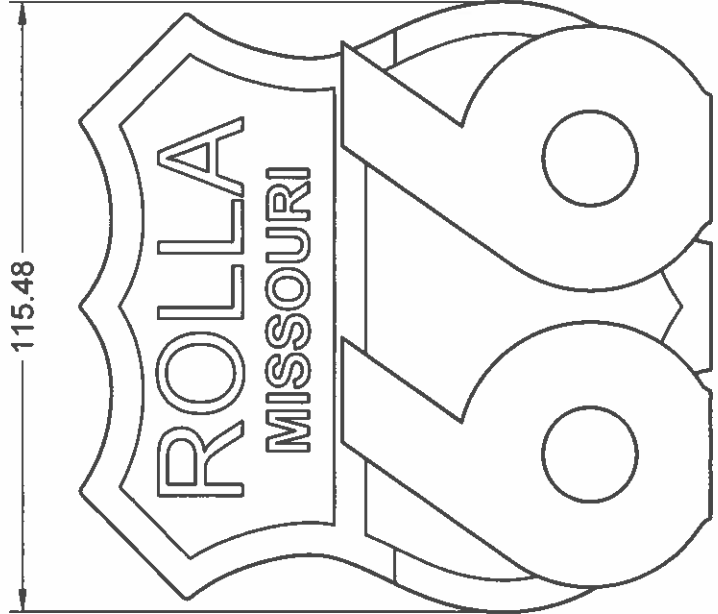
The City of Rolla will:

- Working with the Chamber of Commerce and Park Advisory Committee determine the precise location for the placement of the commemorative sign.
- Engineer and construct the foundation for placement of the sign.
- Run underground electric service to the sign for lighting.
- Install concrete sidewalk/walkway to the sign.
- Provide general liability and property insurance on the sign.
- Support the promotion of Route 66 within the City including placement on the City's website.
- Conduct weekly inspections of the sign to ensure its structural and cosmetic integrity.

This memorandum of understanding is agreed to _____, 2025, by:

President, Rolla Area Chamber of Commerce

Mayor, City of Rolla



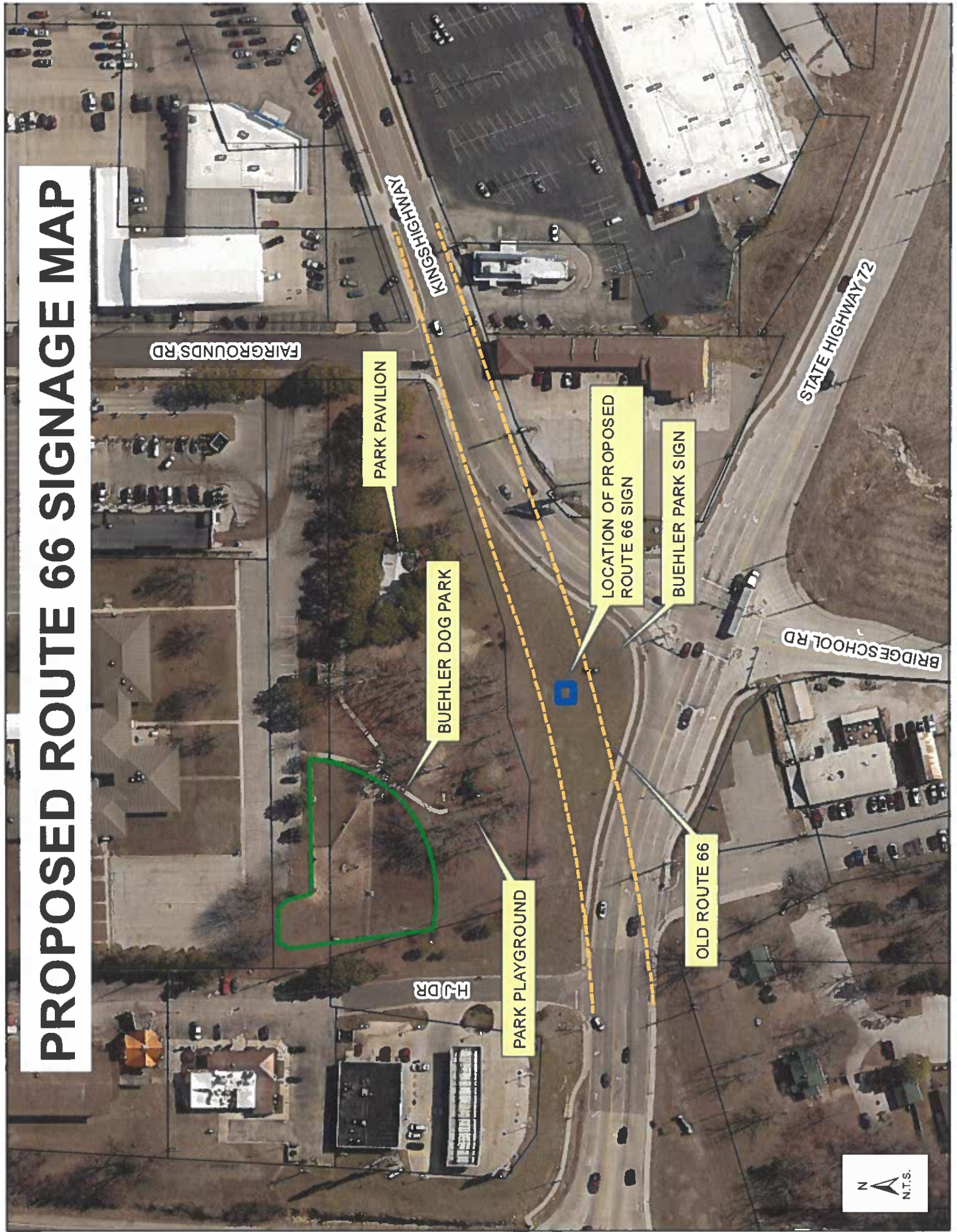
PROPRIETARY AND CONFIDENTIAL
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PROJECT
Rolla Chamber

TITLE
Route 66 Sign Assembly

APPROVED	SIZE	CODE	DWG NO	REV
CHECKED	A			1
DRAWN	Mark Williams	12/11/2024	SCALE 1:50	WEIGHT
			SHEET 1/1	

PROPOSED ROUTE 66 SIGNAGE MAP





2/5/25

Dear Aimee,

Thank you for applying to the Missouri Route 66 Centennial Commission's sponsorship program for the Large Missouri Route 66 Interactive Shield Sign. We are thrilled to inform you that for Phelps County, you have been selected to receive reimbursable sponsorship funds of up to \$15,000.

To ensure a smooth and efficient process, the Commission has designated a dedicated contact person to guide you through the agreement, design, installation, and reimbursement phases. Your main point of contact will be Rebecca Rupard, who can be reached at rrupard@lebanonmo.org. Rebecca will contact you shortly to outline the next steps.

As part of our process, you must review and sign the attached sponsorship agreement. Additionally, to receive your reimbursement, please complete the attached Reimbursement Form, providing invoices and proof of payment. Once we receive these documents, we will promptly issue a reimbursement check to your designated address.

We are excited to have you on board for this historic celebration of Route 66, and we genuinely appreciate your support of the Centennial initiative.

Congratulations again and thank you for contributing to this significant initiative.

Warm regards,

A handwritten signature in black ink, appearing to read "Mark Hecquet".

Mark Hecquet
Large Interactive Shield Sign Sub-Committee Chair
Missouri Route 66 Centennial Commission



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Dawn Bell, Community Development Director ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution on Managed Deer Hunt/Urban Wildlife – Deer Population Control

BUDGET APPROPRIATION: NA

DATE: March 17, 2025

Commentary: In the summer of 2024, City Council heard a presentation from Missouri Department of Conservation Staff pertaining to effective ways to humanely deal with a growing and somewhat problematic deer population in Rolla. It is difficult to conduct an actual count of deer in and through Rolla but DOC estimated it could be in the excess of 100 deer – somewhat indicative of the many vehicular deer accidents over the last several years.

On October 21, 2024, the City Council passed Resolution #2046 to allow a managed Deer Hunt program on five (5) City owned properties for an abbreviated season, lasting from November 27, 2024 – January 15, 2025. The rules and regulations adopted closely resembled those of other jurisdictions in Missouri that already have programs in place (Warrensburg, Columbia, Sunset Hills, Osage Beach and Chesterfield). The main goal of the program for the 2024-2025 hunting season was to see how a program such as this would function in Rolla. The goal over time is to ultimately reduce the herd in the City of Rolla. Based on data from the comparison cities, this could take a number of years to see a noticeable decrease.

Hunters attended classes that were held on 11/20 at 8:00 am and 5:30 PM. Each class lasted around fifteen (15) minutes. There was an educational powerpoint on the rules and regulations and time for Q&A. Eighty-six (86) hunters took the class and made application to hunt. Seventy-three (73) picked their permits up to hunt.

Five (5) deer were harvested, four (4) doe and one (1) buck. The deer were all harvested in the first weekend (November 27-30, 2024).

After the season was complete, a survey was sent out to the hunters who provided an e-mail address. We received responses from nearly 30% of the surveys sent. Staff will use that data to tweak and enhance the program for the 2025-2026 season. The goal for the 2025-2026 season is to further develop the program and continue to collect data so we can see the long term impact.

Staff requests that the City Council pass a Resolution for the 2025-2026 City of Rolla managed deer hunt program, to run from September 15, 2025 through November 14, 2025 and November 26, 2025 through January 15, 2026.

Attachments: Resolution

Resolution No. _____

A RESOLUTION APPROVING A MANAGED DEER HUNT PROGRAM FOR THE
2025/2026 DEER SEASON.

WHEREAS, management of urban deer is essential to maintaining the health of those populations, as well as maintaining biodiversity and protecting the vitality of natural ecosystems with the City, and

WHEREAS, overpopulation of deer within the City leads to hazardous interactions between deer and motorists, destruction of property by deer seeking food sources when naturally occurring ones have been over-utilized, and the threat of transmission of zoonotic diseases, all of which are public health and welfare concerns.

WHEREAS, the City Council approved a successful pilot program for the 2024/2025 season.

WHEREAS, the City Council has determined that approving this program is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolla, as follows:

Section 1: That the City Council authorizes a managed deer hunt allowing the city administrator or their designee to establish rules and regulations for the hunt, consistent with the 2024/2025 pilot program for the full Missouri archery season.

Section 2: This resolution shall become effective upon passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 17TH DAY OF MARCH 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND COCHRAN ENGINEERING.

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 for Welcome and Wayfinding Signage Design between the City of Rolla and Cochran Engineering, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7TH DAY OF APRIL 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



cochraneng.com

St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

March 12, 2025

Mr. Darin Pryor
Director of Public Works
City of Rolla
901 North Elm Street
Rolla, MO 65402

SENT VIA: EMAIL
dpryor@rollacity.org

RE: Proposal – Architectural and Engineering Design Services for Downtown Signage & Wayfinding

Dear Mr. Pryor:

Thank you for giving Cochran the opportunity to submit this proposal to provide Architectural, Civil, Structural, and Electrical services for the above-referenced project. The project will be prepared by Cochran in collaboration with Fora Design, the subconsultant, and includes the following:

1. Bishop Ave. Welcome Sign - Conceptual Design only for a downtown-themed sign located on Bishop Ave. near the IHOP. We will utilize city-provided site and topographic information.
2. NE corner of Kingshighway & Old Route 66 - Conceptual Design only for a downtown-themed sign. We will utilize city-provided site and topographic information.
3. Over The Road sign located on Pine Street just south of 12th Street - Conceptual Design, Design Development, and Construction Documents for an over the road sign. This includes wayfinding signage and street landscaping improvements.

Bidding Administration and Construction Administration is not included in this proposal.

CONCEPTUAL DESIGN

1. Programming – We will gather and document information regarding design, project schedule, and goals. We will have teams meetings as required with the client.
2. Conceptual Design – Based on information gathered in the programming stage, we will develop the conceptual design for the three signage locations.
3. We will include (2) conceptual design options for each sign location with plans and colored 2D elevations. Based on the initial conceptual designs, we will refine each design for a final concept for each location.
4. We will develop preliminary concepts for wayfinding signage, along with landscaping suggestions and recommendations for improving the streetscape corridor.
5. We will provide a preliminary cost estimate for the proposed improvements.
6. We will have an in-person meeting to discuss the conceptual design.

DESIGN DEVELOPMENT

1. Based on approved conceptual design, we will provide design development for the over the road sign. We will identify the full scope of the project and begin to integrate all the civil, topographic survey, and engineering components.
2. We will order geotechnical investigation and topographic survey at the over the road sign location.
3. Drawings will include architectural plan, site plan, sections, elevations, typical construction details, and layouts of the sign for architectural, civil and structural elements.
4. We will include 3D-colored renderings of the three signage designs.
5. We will provide an updated cost estimate.
6. We will prepare for and attend a 3-hour public input meeting where we present the design to the city and public and allow interaction and comments to the design.

CONSTRUCTION DOCUMENTS

1. Based on approved design development, we will develop construction drawings and full specifications for the over the road sign.
2. All current building codes and local ordinances will be reviewed and followed.
3. We will have Microsoft teams meetings as required with the Owner.
4. We have included (2) in-person meetings with the Owner.
5. Architectural drawings will include the following:
 - a. Cover Sheet
 - b. Architectural Site Plan Plan
 - c. Site Plan
 - d. Landscaping Plan
 - e. Sign Elevations and Sections
 - f. Sections & Details as required
6. Site design will include locating over the road signage, with proper spot grade elevations, and height above road. We will modify sidewalks as necessary at support locations for the sign.
7. We will prepare a Topographic Survey and resolve the right of way lines for Pine Street and Twelfth Street as shown in the attached exhibit.
8. Wayfinding signage details and locations.
9. Landscaping will include planting beds and/or streetscapes at the over the road sign.
10. We will provide general suggestions and recommended for street trees, but details of plantings will not be provided for these.
11. Structural drawings will include the following:
 - a. Foundation Plan and Details. Foundation design based on spread footing system. Special foundations, if required, is not included.
 - b. Steel columns and framing for overhead sign span.
 - c. Details and Sections
 - d. General Notes & Typical Details
12. Electrical design will include:
 - a. Lighting layout and wiring, including site lighting, and other miscellaneous electrical items.
13. Coordination of all documents prepared for the project.

GEOTECHNICAL INVESTIGATION

1. Scope of services will include a field subsurface investigation, laboratory testing, engineering analysis, and preparation of a geotechnical engineering report.
2. A total of two (2) borings will be drilled at the project site. All borings are planned at the over the road sign supports, and will extend to a depth of 15 ft, or auger encounter with bedrock, whichever is shallower.

SERVICES NOT INCLUDED:

1. Bidding & Construction Administration.
2. Contract Documents.
3. Intersection improvements at Pine & 12th.
4. Converting Pine Street between 11th & 12th from 1-way traffic to 2-way traffic.
5. Property approvals, i.e. zoning, variances, or attendance at public meetings, except as indicated above.
6. Irrigation Design.
7. Any other item not listed in this proposal.

CLIENT'S RESPONSIBILITY:

1. Acquire permission for access to site to perform all necessary activities. The Client shall give prompt and thorough consideration to all sketches, drawings, bid documentation and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Marking private underground utilities and structures prior to the start of drilling. Cochran cannot be held responsible for damage to underground utilities and/or structures that are not located prior to drilling.

TOTAL FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be a lump sum fee as follows. This fee is good for a period of thirty (30) days from the date of this proposal.

DOWNTOWN SIGNAGE & WAYFINDING

CONCEPTUAL DESIGN	\$	15,000.00
DESIGN DEVELOPMENT	\$	20,000.00
CONSTRUCTION DOCUMENTS	\$	25,000.00

TOTAL ARCHITECTURAL & ENGINEERING FEE \$ 60,000.00

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed \$500.00.
2. Trips to Site – We have included one (4) trips to the site for meetings with the Owner/City in our base fee. Additional trips will be billed as reimbursable expenses above and beyond the estimated fee.
3. Any tasks in addition to those specifically described above, including public meetings, construction coordination/administration, construction inspection, site visits, construction observation reports, etc. will be billed as extras on a time and materials basis using the attached rates.
4. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

DESIGN SCHEDULE

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

Conceptual Design	4 weeks
Design Development	5 weeks
Construction Documents	5 weeks

Mr. Darin Pryor
City of Rolla
Proposal – Architectural & Engineering Design Services for Downtown Signage & Wayfinding
March 12, 2025

Page 4

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, including work that affects the property. Any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost-effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



Joe McGowan
**Chief Architectural Officer
Cochran**

Attachments: Exhibit A
Standard Charge-Out Rates
Cochran Terms & Conditions

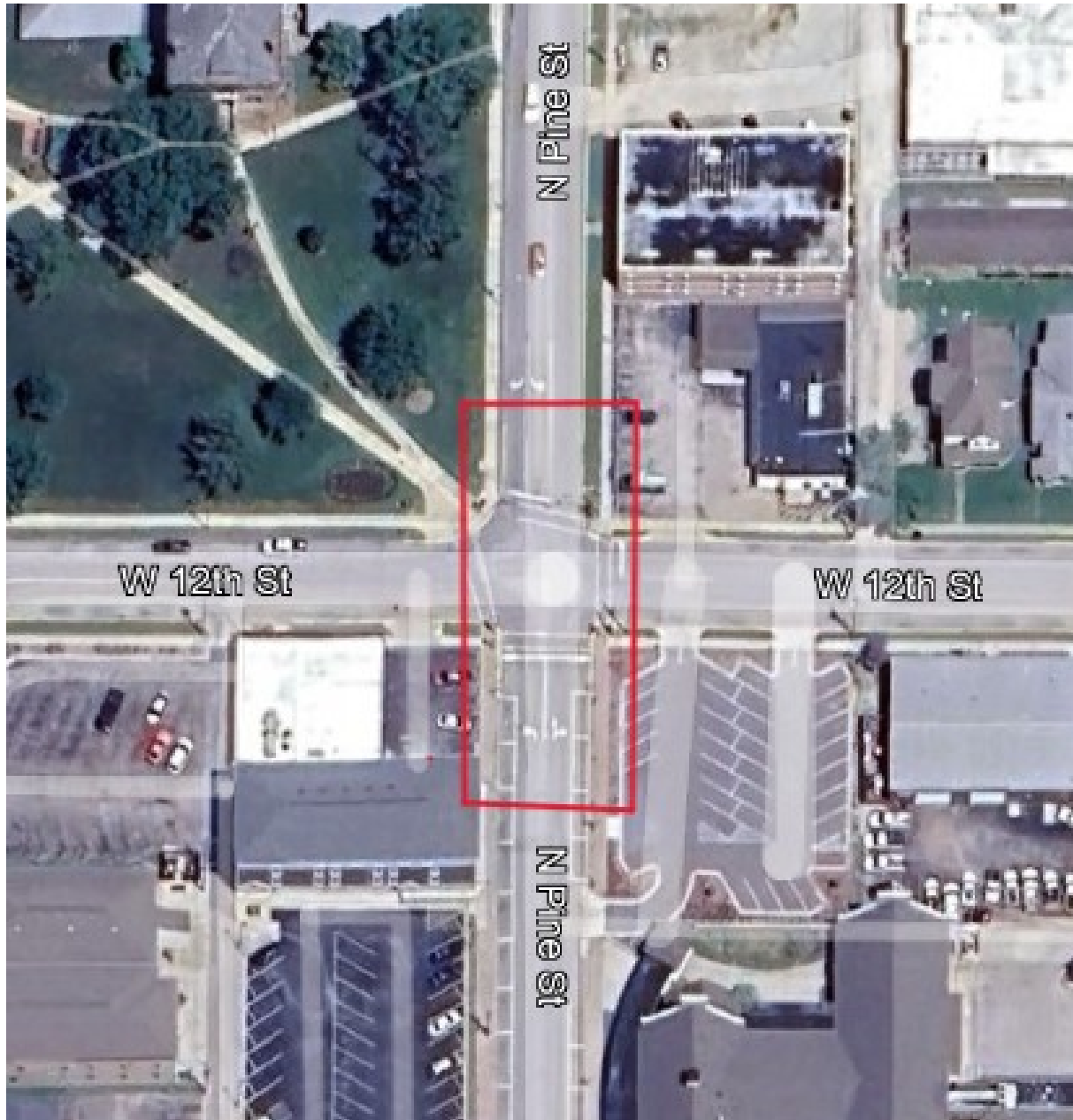
Acceptance:
City of Rolla

By: _____

Title: _____

Date: _____

EXHIBIT A



2025 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2025, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter (“Proposal”), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement (“Contract”) between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran’s invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client’s dispute. If Client fails to pay in full any of Cochran’s invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client’s failure to pay any of Cochran’s invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran’s fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran’s profession working in the same locale.
9. If, and to the extent that Cochran’s scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition (“General Conditions”) If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client’s employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client’s knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

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ROLLA MUNICIPAL UTILITIES

Rolla City Council Agenda

MANAGER: Chad Davis, Engineering Manager, RMU

ACTION REQUESTED: Approval of easement

ITEM/SUBJECT: Easement Granted by the Curators of the University of Missouri for Water Distribution System Improvements between White Columns Drive and Collegiate Boulevard

BUDGET APPROPRIATION: N/A

DATE: March 4, 2025

COMMENTARY:

Development of the Protoplex facility adjacent to White Columns Drive and Collegiate Boulevard necessitated construction of on-site water distribution system on site. Upon completion of the improvements in accordance with RMU standards the improvements will be accepted as part of the RMU water system. One requirement was for an easement to be granted for those improvements not in an existing easement or City right-of-way. The majority of the water system improvements are on property owned by Missouri University of Science and Technology. The legal department of the University of Missouri preferred for the easement to be granted to the City of Rolla, therefore this easement is being presented to City Council for consideration.

RMU has reviewed the easement and recommends approval of such by the City Council.

GRANT OF EASEMENT FOR UTILITY PURPOSES

THIS INDENTURE, is made on the _____ day of _____, 2025, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, Grantor, and the City of Rolla, Missouri, a municipal corporation, Grantee, whose mailing address is: PO Box 979, Rolla, MO 65402

WITNESSETH:

THAT the Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Rolla, Missouri, the receipt of which is hereby acknowledged, and subject to any and all easements, liens and other encumbrances existing on the date hereof, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain a water main and all necessary appurtenances to make the utility complete and usable, over, under, across, and upon the following described real estate, owned by us, situated in the County of Phelps, State of Missouri, to-wit:

LEGAL DESCRIPTION

A 15.0 foot wide utility easement in a fractional part of Lots 32 and 33 of RAILROAD ADDITION, Rolla, Missouri, lying 7.5 feet on each side of the following described line: Commencing at the Northwest Corner of Lot 32 of said RAILROAD ADDITION; thence North 89°24'50" East, 170.36 feet along the North line of said Lot 32 to the point of beginning of the hereinafter described centerline of easement: Thence South, 221.71 feet; thence West, 48.69 feet; thence South 44°02'20" West, 41.92 feet; thence West, 652.49 feet; thence North 80°35'50" West, 93.79 feet to the East right of way of White Columns Drive, the ending point of said centerline of easement. Per plat of survey J-5836B, dated October 3, 2024, by CM Archer Group, P.C.

The location of such easement ("Easement Area") is depicted in Exhibit A attached hereto.

This grant includes the right of the City of Rolla, Phelps County, Missouri, its officers, agents, and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

Grantor shall be responsible for the costs of the initial installation of facilities constructed under this easement. Grantor shall not be responsible for the costs of any other work done by Grantee or other activities of Grantee

permitted by this easement. Grantee shall be responsible for all costs to operate, repair, replace and maintain the facilities and any other activities of Grantee permitted by this easement. All such work shall be done in a good and workmanlike manner, and such facilities shall be maintained in good condition, and repaired or replaced as needed, and in compliance with all applicable legal requirements. Grantee shall perform all such work in a manner as to minimize interruptions to, access to, or operations of Grantor's surrounding property.

Grantee acknowledges that this Easement is subject to easement rights existing on the date hereof, and Grantee shall not interfere with the use of the above-described property by any existing easement owner.

Grantee agrees that it shall promptly restore the surface of the property and any surrounding real estate owned by Grantor to the same condition as said surface was in at the time Grantee began any construction, maintenance, repair, or replacement work on the property, including any physical facilities or property damaged or removed as a result of Grantee's work on the property. To the extent permitted by law, Grantee will pay for any damage that is done by Grantee or that results from Grantee's operations and activities under this easement to property of the Grantor or to any existing easement owner with rights in the above-described property. This easement is not exclusive, and Grantor reserves the right to use, improve, and alter its property in any manner that does not unreasonably interfere with the rights herein granted.

If said easement ceases to be used for its intended purposes for a period of five (5) consecutive years, all rights granted will cease and terminate, and Grantee or its successors or assigns will have no further right or interest therein or thereto. Upon any such termination, Grantee or its successors or assigns shall record such documents as are necessary to terminate and provide notice of termination of the easement.

By accepting this easement and exercising the rights herein granted, Grantee acknowledges and agrees to the terms and conditions herein provided.

The Grantor warrants that, subject to easements, liens, and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this easement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the said THE CURATORS OF THE UNIVERSITY OF MISSOURI has caused these presents to be signed by its Treasurer the day and year first above written.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:

Kevin Hogg, Treasurer



STATE OF MISSOURI)
)ss.
COUNTY OF)

On this _____ day of _____ in the year 2025, before me, a Notary Public in and for said state, personally appeared, Kevin Hogg, who being by me duly sworn, acknowledged that they are the Treasurer of THE CURATORS OF THE UNIVERSITY OF MISSOURI, and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

IN WITNESS WHEREOF, the said CITY OF ROLLA, MISSOURI has caused these presents to be signed by its _____ the day and year first above written.

CITY OF ROLLA, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

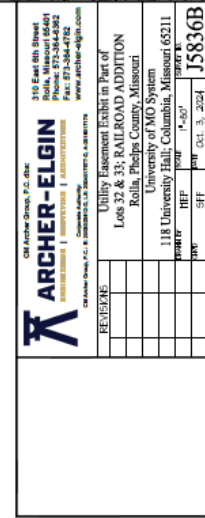
STATE OF MISSOURI)
)ss.
COUNTY OF)

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of CITY OF ROLLA, MISSOURI, and that said instrument was signed in behalf of said city and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said city to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

IV.E.6



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Motion to approve

ITEM/SUBJECT: Motion to approve of the disposal of various records pursuant to the Missouri Records Retention Law.

BUDGET APPROPRIATION: NA

DATE: March 17th, 2025

COMMENTARY:

The destruction of records that have no further useful value and have met their minimum retention period is essential for efficient and effective records management.

Attached are listings of records which may be disposed of pursuant to the State Records Retention Law. If approved, records will be available for view for 2 weeks before destruction on March 31st.

Recommendation: Motion to approve



RECORDS DESTRUCTION FORM

Council Approval Date: _____ (to be completed by City Clerk)

Department: City Clerk

Date of Request: March 17th, 2025

<i>MRRS SEC GOVERNING RETENTION SCHEDULE</i>	<i>NAME OF RECORDS</i>	<i>YEAR(S) OF RECORDS</i>	<i>MINIMUM RETENTION PERIOD</i>
GS129	PFD STATEMENT	1990-2019	5
GS060	TAX RATE SETTINGS	2012-2020	(SCANNED IN FOR RECORD)
GS056	TECHNICAL ASSISTANCE ESFD	EXP 2019	5
GS055	RFP SPLASH ZONE B-DAY AREA	2019	5
GS047	1999 EMERGENCY OPERATION PLAN	1999	UNTIL SUPERSEDED
GS047	2003 EMERGENCY OPERATIONS PLAN	2003	UNTIL SUPERSEDED
GS113	LIEN RELEASES	1988-2019	5
GS 012 & 12.1	General & Transitory Correspondence (emails)	2021 and older	1
M 0764	SURPLUS PROPERTY SALE	2019	5
GS022	PUBLIC NOTICE RECORDS	2020	3
GS055	RFP AND BIDS	2017-2019	5

GS = General Schedule, MUN = Municipal, POL = Police, COA = Completion of Audit, MRRS = Municipal Record Retention Schedule

Submitted by: Lori M Powell Approved by: [Signature] Date: 3/18/25

Verification of Destruction of Records (Return to City Clerk)

I hereby verify that I destroyed, or witnessed the destruction of, the above records on _____ (date).

Method & Location: _____

Printed Name: _____ Signature: _____ Date: _____

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Citywide Spring Cleanup

Saturday April 5th, 2025

- | | |
|--------------------|----------------------------|
| ✓ Boxes of trash | ✗ Yard Waste |
| ✓ Bags of trash | ✗ Large Appliances |
| ✓ Mattresses | ✗ Tires |
| ✓ Furniture | ✗ Hazardous Waste |
| ✓ Yard toys | ✗ Construction Debris |
| ✓ Small appliances | ✗ Large pieces of concrete |
| ✓ TV's | |

...and more!

- If you have items such as a lawnmower or trimmer, please drain the gas and oil first!
- Please bag or box as much as you can.
- Do not place items at the curb before Wednesday of that week.
- Items need to be to the curb no later than 6:00am on Saturday April 5th!
- Trash containers will not be emptied.
- Limited to residential properties only. **Commercial businesses and apartment complexes will not be included.**