

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, April 7th, 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 Jackson

I. CONSENT AGENDA –

- A. Consider Approval of the City Council Minutes of:
1. City Council Minutes – March 3rd, 2025
 2. Closed Session Minutes – March 3rd, 2025
 3. City Council Minutes – March 17th, 2025
 4. Closed Session Minutes – March 17th, 2025
 5. Council Workshop minutes – March 19th, 2025

II. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

- a) Building Codes monthly report – February 2025
- b) Environmental Services Department Monthly Report February 2025
- c) Police Department Monthly Report – January 2025
- d) Animal Control Division Report – January 2025
- e) Rolla Municipal Court summary – February 2025
- f) The Centre Income Statement ending February 2025
- g) Rolla Board of Public Works Minutes for January 28th & February 26th, 2025
- h) P&Z Commission Minutes for March 11th, 2025
- i) Fire Incident Report for February 2025
- j) Park Advisory Commission Minutes for January 27th, 2025
- k) Park Advisory Commission Minutes for March 3rd, 2025
- l) Board of Adjustment Minutes for February 20, 2025

III. PUBLIC HEARINGS

- A. **Public Hearing** and **Ordinance** approving the formation of The Highland Community Improvement District (CID). (City Administrator John Butz) **Public Hearing and First Reading**

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Rolla Area Chamber of Commerce – 2024 4th Quarter Tourism Report and Year End Benchmarks: Stevie Kearse, Executive Director and Aimee Campbell, Tourism Director

V. OLD BUSINESS –

- A. **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) **Final Reading**
- B. **Ordinance** to enter into an agreement with Cochran Engineering for Welcome and Wayfinding Signage Design. (PW Director Darin Pryor). **Final Reading**

VI. NEW BUSINESS –

- A. **Ordinance** to enter into an agreement with Olsson Inc for a Signal Design project at 10th and Holloway. (PW Director Darin Pryor) **First Reading**
- B. **Ordinance** to prohibit public urination/defecation. (Police Chief, Sean Fagan) **First Reading**
- C. **Resolution** approving a managed deer hunt program for the 2025-2026 deer season. (Comm Dev Director Dawn Bell)
- D. **Resolution** to approve Professional Services Agreement with EverStrive for executive search services. (City Administrator John Butz)
- E. **Resolution** to approve MOU for Opioid/drug Prevention Services with Prevention Consultants of Missouri (City Administrator John Butz)

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion to award** bid to Pierce Asphalt, LLC for Project 599, FY 2025 Phase II Asphalt and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor) **Motion and First Reading**
- B. **Motion** to award bid to Visu-Sewer of Missouri, LLC for Project 596, ARPA Stormwater CIPP Repairs and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor) **Motion and First Reading**
- C. **Motion** to authorize the Green Acres Playground Service Quote. (Parks Director Floyd Jernigan)

VIII. CITIZEN COMMUNICATION

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Arbor Day Proclamation – Mayor Magdits

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, April 21st, 2025
- B. April 8th, 2025, Municipal Election
- C. April 18th, Underwater Egg Hunt and visit with the Easter Bunny, The Centre, 1200 Holloway Street, Rolla
- D. April 26th Easter Bone Hunt, Rolla Dog Park, 105 Fairgrounds Rd., Rolla (Parks Director Floyd Jernigan)

XI. CLOSED SESSION –

- A. Closed Session per RSMo 610.021 - None

XII. ADJOURNMENT -

ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 3, 2025; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Mattias Penner, Joshua Vroman, Megan Johnson, Nathan Chirban, Matt Fridley, Steve Jackson, William Hahn, Kevin Greven, and Tina Balch

Council Members Absent: Rob Kessinger, Victoria Steen and Ward 5 Vacancy

Department Directors and Other City Officials in Physical Attendance: Public Works Director Darin Pryor, Fire Chief Jeff Breen, Police Chief Sean Fagan, Parks Director Floyd Jernigan, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, City Planner Tom Coots, RMU GM Rodney Bourne and City Counselor Nathan Nickolaus.

Mayor Louis J. Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman Chirban to lead in the Pledge of Allegiance.

I. CONSENT AGENDA –

A. Consider Approval of the City Council Minutes of:

A. City Council Minutes – February 3rd, 2025

A motion was made by Fridley and seconded by Johnson to approve the minutes. A voice vote showed 9 Ayes, 0 Nays, 2 Absent (Kessinger and Steen).

II. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

- a) Building Codes monthly report – January 2025
- b) Environmental Services Department Monthly Report January 2025
- c) Police Department Monthly Report – January 2025
- d) Animal Control Division Report – January 2025
- e) Rolla Municipal Court summary – January 2025
- f) The Centre Income Statement ending January 2025
- g) Rolla Board of Public Works Minutes for January 7, 2025
- h) P&Z Commission Minutes for February 11th, 2025
- i) Fire Incident Report for January 2025
- j) Board of Adjustment Minutes for January 23, 2025

III. **PUBLIC HEARINGS** –

- A. **Public Hearing and Ordinance** rezoning 602 N Olive Street from the C-1, Neighborhood Commercial district to the R-4, Urban Multi-family district. (City Planner Tom Coots)
At 6:38 pm Mayor Magdits opened the public hearing. Mr. William Benhardt with Blarney Stone Investments, LLC (the applicant) spoke on behalf of his request. With no further questions or comments, the public hearing was closed at 6:44 pm. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: 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.
- B. **Public Hearing and Ordinance** vacating the remainder of an alley north of 11th Street between Bishop Avenue and State Street. (City Planner Tom Coots)
At 6:45 pm, Mayor Magdits opened the public hearing. Discussion followed. At 6:49 pm, with no further comments, Mayor Magdits closed the public hearing. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: 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.
- C. **Public Hearing and Ordinance** to approve Enhanced Enterprise Zone (EEZ) Tax Abatement – Home 2 Suites by Hilton. (City Administrator John Butz)
At 6:49 pm, Mayor Magdits opened the public hearing. Discussion followed. At 6:55 pm, with no further comments, Mayor Magdits closed the public hearing. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: 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.

IV. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. Civilian Award Presentation: Police Chief Sean Fagan presented Civilian awards to Santiago Salazar & Austin Miller-McElroy for an incident that occurred on February 20th and Jessica Daniels and Claude Franklin for an incident that occurred on February 12th.
- B. RMU 1st Qtr. Financial Report: RMU GM Rodney Bourne shared 1st Quarter financial reports that reflected a total operating loss of \$738,301. Total operating expenses were \$8,886,786, a \$1,126,267 increase from 1st Quarter in 2024. Total Net Loss was \$337,175 which is a loss of over \$800,000 from 2024.
- C. Rolla Animal Shelter Update: City Administrator John Butz shared an update regarding the construction status of the new Animal Shelter. To date, there has been \$861,661 in donations received towards the estimated \$1.5M project. An additional \$450,000 +/- is still needed to complete and furnish the building. City Administrator John Butz asked Council if they would be willing to make an exception to the procurement policy, specific to this project, which would raise the requirement for Council approval on expenditures from \$10,000 to \$25,000. A resolution reflecting same will be presented to Council at the March 17th meeting.

V. **OLD BUSINESS** – None

VI. NEW BUSINESS –

- A. **Ordinance** to approve the vacation of an easement at 1527 Saint Maria's Street. City Planner Tom Coots explained that changes to the original storm water plan during construction, rendered the easement unnecessary. Few questions were asked. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT LOCATED AT 1527 SAINT MARIA'S STREET.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Motion to award** signal design services for 10th/Holloway Intersection to Olsson Engineering. (Public Works Director Darin Pryor) A motion was made by Vroman, seconded by Jackson, to select Olsson Engineering for signal design services. A voice vote showed 9 Ayes, 0 Nays, 2 Absent. A contract will be presented for Council consideration after the completion of scope and fee negotiations.
- B. **Motion to award** bid for Project 595, FY2025 Asphalt Phase I to NB West Contracting Company and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor) A motion was made by Fridley, seconded by Johnson to award the bid to NB West Contracting Company for \$649,495.77. A voice vote showed 8 Ayes, 0 Nays, 2 Absent, and 1 Abstention (Jackson for employment reasons). City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND NB WEST CONTRACTING COMPANY.
- C. **Motion to award** design services to Cochran Engineering for Welcome and Wayfinding Signage Design. (PW Director Darin Pryor). A motion was made by Johnson and seconded by Jackson to select Cochran Engineering for design services. A voice vote showed 9 Ayes, 0 Nays, 2 Absent. A contract will be presented for Council consideration after the completion of scope and fee negotiations.
- D. **Motion** to award engineering services to HDR Engineering for an updated Integrated Management Plan (PW Director Darin Pryor) A motion was made by Greven and seconded by Hahn to select HDR Engineering. A voice vote showed 9 Ayes, 0 Nays, 2 Absent. A contract will be presented for Council consideration after the completion of scope and fee negotiations.
- E. **Motion to award** bid for Fire Station Bay Doors to G&W Overhead Door and **Ordinance** to enter into agreement with same. (Fire Chief Breen) A motion was made by Chirban, seconded by Johnson to award the bid to G&W Overhead Door. A voice vote showed 9 Ayes, 0 Nays, 2 Absent. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND G&W OVERHEAD DOOR.
- F. **Motion to award** Prevention Consultants of Missouri as the sub-recipient of Opioid settlement funds. (City Administrator John Butz) A motion was made by Vroman, seconded by Greven, to award funds to Prevention Consultants of Missouri. A voice vote showed 9 Ayes, 0 Nays, 2 Absent. A contract will later be presented to Council for consideration.

VIII. CITIZEN COMMUNICATION

- A. David Duke: Shared his opinion regarding perceived Council priorities.
- B. Ken Burgman: Encouraged the education of candidates regarding specific rules.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Consideration of Resolution to recognize Joe & Jane Dalton and the Rolla PRC – Councilman Vroman. A motion was made by Vroman, seconded by Chirban, to approve the resolution. A voice vote showed 9 Ayes, 0 Nays, 2 Absent.
- B. Consideration of Ordinance regarding local bid awards. – Councilman Vroman. A discussion ensued to gauge interest in drafting an ordinance to favor local companies if within 5% of lowest bidder. General opinion was lack of interest.
- C. Discussion regarding Ordinance 3939. – Councilman Vroman asked several questions regarding the Davis property located between Forum Dr. and McCutchen. Mayor Magdits answered questions as had recently met with the landowner.
- D. Mayor Magdits shared a recent discussion with the RACC regarding tourism services. He also shared that after the April election, once the new Council is seated, that 1 to 2 Councilmembers will need to be chosen by Council to be City representatives on the Destination Tourism Grant Committee.
- E. Councilwoman Balch shared her appreciation for Tom Coots who assisted her with her vehicle recently.
- F. Councilman Jackson asked if signs were being removed and reinforced that signs are not allowed in the rights-of-way. After a lengthy discussion a motion was made by Vroman and seconded by Johnson to place a moratorium on the enforcement of temporary signs for the next 45 days. A voice vote showed 7 Ayes, 2 Nays (Fridley and Hahn), and 2 Absent. Note: 45 days from March 3rd is Friday, April 18th.

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, March 17th, 2025
- B. St. Patrick's Day Festivities were shared by PW Director Darin Pryor.
- C. Chief Sean Fagan announced that Citizen Academy would be March 25th – April 29th.
- D. Mayor Magdits complimented Chief Fagan on an article recently in the paper regarding RPD and MS&T and the Crisis Intervention Team.

XI. CLOSED SESSION –

- A. Closed Session per RSMo 610.021, (12) Sealed Bids and Contracts

At 9:07 pm a motion was made by Chirban and seconded by Greven to go into closed session. A roll call vote showed the following: Ayes: Greven, Penner, Fridley, Chirban, Balch, Johnson, Jackson, Hahn, and Vroman. Nays: none. Absent Kessinger and Steen.

At 10:00 pm Council returned from closed session where there were no reportable actions taken.

XII. ADJOURNMENT –

With nothing further to discuss, the meeting was adjourned at 10:00 p.m.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 17, 2025; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Mattias Penner, Joshua Vroman, Megan Johnson, Nathan Chirban, Matt Fridley, Steve Jackson, William Hahn, Kevin Greven, and Tina Balch

Council Members Absent: Rob Kessinger, Victoria Steen and Ward 5 Vacancy

Department Directors and Other City Officials in Physical Attendance: Public Works Director Darin Pryor, Fire Chief Jeff Breen, Police Chief Sean Fagan, Parks Director Floyd Jernigan, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, City Planner Tom Coots, RMU GM Rodney Bourne and City Counselor Nathan Nickolaus.

Mayor Louis J. Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman Fridley to lead in the Pledge of Allegiance.

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)

Mayor Magdits opened the public hearing at 6:43 pm. The applicant seeks to begin construction of Phase I of the large housing development. The Final Plat of the first phase of development is requested to be reviewed and approved.

Christian Miller was present to speak on behalf of the developer, but no questions were asked by Council. Mayor Magdits called for additional comments. There being none, the public hearing was closed at 6:45 pm. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: **AN ORDINANCE TO APPROVE THE FINAL PLAT OF THE HIGHLANDS, PHASE I.**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Dr. Kyle Dare – Superintendent, Rolla Public Schools: Provided Council with a brief damage assessment on each school. Despite serious challenges, school is set to resume on March 31st.
- B. Mayor Magdits shared his feelings of community pride, citizen volunteerism, City employee performance, RMU efforts, and the many organizations that have banded together in the aftermath of this disaster.
- C. Special Council Workshop on Wednesday, March 19th regarding disaster updates/resources.
- D. Environmental Services Director Roger Pankey: Shared current arrangements for small- and large-scale debris disposal.

III. OLD BUSINESS –

- A. Ordinance** to approve the vacation of an easement at 1527 Saint Maria's Street. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: **ORDINANCE 4843: AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT LOCATED AT 1527 SAINT MARIA'S STREET. A motion was made by Chirban, seconded by Johnson, to approve the ordinance. A roll call vote showed: Ayes: Hahn, Chirban, Greven, Vroman, Steen, Kessinger, Penner, Balch, Johnson, Fridley, and Jackson. Nays: none. Absent: none.**

- 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) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4844: 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. A motion was made by Kessinger, seconded by Hahn, a roll call vote showed: Ayes: Vroman, Jackson, Steen, Greven, Penner, Chirban, Fridley, Johnson, Kessinger, Hahn, and Balch. Nays: none. Absent: none.
- C. **Ordinance** vacating the remainder of an alley north of 11th Street between Bishop Avenue and State Street. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4845: 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. A motion was made by Greven, seconded by Vroman to approve the ordinance. A roll call vote showed: Ayes: Fridley, Kessinger, Penner, Greven, Vroman, Steen, Chirban, Johnson, Hahn, and Jackson. Nays: none. Absent: None. Abstention: Balch.
- D. **Ordinance** to approve Enhanced Enterprise Zone (EEZ) Tax Abatement – Home 2 Suites by Hilton. (City Administrator John Butz) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4846: 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. A motion was made by Greven, seconded by Vroman, to approve the ordinance. A roll call vote showed: Ayes: Stenn, Chirban, Penner, Vroman, Greven, Balch, Johnson, Kessinger, Jackson, Fridley, and Hahn. Nays: none. Absent: none.
- E. **Ordinance** to enter into agreement with NB West Contracting Company for Project 595, FY2025 Asphalt Phase I. (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4847: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND NB WEST CONTRACTING COMPANY. A motion was made by Johnson, seconded by Hahn, to approve the ordinance. A roll call vote showed: Ayes: Chirban, Balch, Greven, Vroman, Stee, Kessinger, Penner, Hahn, Fridley, and Johnson. Nays: none. Absent: none. Abstention: Jackson
- F. **Ordinance** to enter into agreement with G&W Overhead Door for Fire Station Bay Doors. (Fire Chief Breen) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4848: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND G&W OVERHEAD DOOR. A motion was made by Jackson, seconded by Chirban, to approve the ordinance. A roll call vote showed: Ayes: Greven, Penner, Steen, Fridley, Chirban, Balch, Johnson, Kessinger, Jackson, Hahn, and Vroman. Nays: none. Absent: none.

IV. NEW BUSINESS –

- A. **Resolution** for a temporary exception relating to the procurement policy of the new animal shelter. (City Administrator John Butz) City Counselor Nathan Nickolaus read the resolution for one reading, by title: RESOLUTION 2060: A RESOLUTION AMENDING RESOLUTION 1358 – ROLLA PURCHASING MANUAL. A motion was made by Fridley, seconded by Greven, to approve the resolution. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.
- B. **Resolution** authorizing MOU with Rolla chamber – Rte 66 Sign (City Administrator John Butz) City Counselor Nathan Nickolaus read the resolution for one reading, by title: RESOLUTION 2061: A RESOLUTION AUTHORIZING A MOU BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA CHAMBER OF COMMERCE (RACC) FOR ROUTE 66 SIGNAGE. A motion was made by Johnson, seconded by Hahn, to approve the resolution. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.
- C. **POSTPONED: 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). This agreement is for sign design services at the 12th/Pine intersection with Cochran Engineering who was selected by Council on March 3rd. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND COCHRAN ENGINEERING.
- 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. A motion was made by Vroman, seconded by Kessinger, to accept the easement. A voice vote showed 10 Ayes, 0 Nays, 0 Absent, 1 Abstention.
- F. **Motion** to approve of the disposal of various records pursuant to the Missouri Records Retention Law. (City Administrator John Butz) A motion was made by Jackson, seconded by Vroman to approve the disposal of listed records. A voice vote showed 11 Ayes, 0 Nays, 0 Absent.

V. CLAIMS and/or FISCAL TRANSACTIONS – None

VI. CITIZEN COMMUNICATION

- A. Michael Kaelin – Owner of K-9 Academy: Voiced his opposition regarding the decision to continue with the St. Patrick's parade.
- B. David Shelby – Asked the Mayor about the decision to continue with the parade and why? Mayor Magdits explained that it was a cooperative decision between himself, S&T Police Chief Roberts, Chancellor Dehghani, and Police Chief Fagan.
- C. Gale Andrews: Shared complaints of continuous excessive noise from the Sigma Nu house, 4 blocks away.

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Councilman Vroman shared his community clean-up experience.
- B. Councilwoman Johnson shared her community clean-up experience.
- C. Councilman Greven shared his appreciation for fire and police that individually stopped for safety checks throughout the first 24 hours.
- D. Chief Fagan: Warned the public to beware of scam artists.
- E. Fire Chief Breen emphasized the burn ban that will be in effect until further notice.
- F. Fire Chief Breen spoke on fire safety issues regarding electric surges and generators.
- G. City Counselor Nathan Nicholaus invited Council to Municipal Officials Training hosted by his law firm.

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
At 8:43 pm, a motion was made by Johnson, seconded by Vroman, to enter into closed session. A roll call vote showed: Ayes: Steen, Chirban, Penner, Vroman, Greven, Balch, Johnson, Kessinger, Jackson, Fridley, and Hahn. Nays: none. Absent: none.

At 9:12pm, Council returned from closed session with no reportable actions taken.

X. ADJOURNMENT -

With nothing further to discuss, the meeting was adjourned at 9:12 p.m.

CITY CLERK

MAYOR

**AGENDA OF THE ROLLA CITY COUNCIL
EMERGENCY COUNCIL WORKSHOP
Wednesday, March 19th, 2025; 5:30 P.M.
City Hall Council Chambers
901 North Elm Street**

PRESIDING: Mayor Louis J. Magdits IV

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

COUNCIL ABSENT: MATTHEW FRIDLEY

**DEPARTMENT HEADS: RMU GM RODNEY BOURNE, FINANCE DIRECTOR STEFFANIE ROGERS,
ENVIRONMENTAL SERVICES DIRECTOR ROGER PANKEY, POLICE CHIEF
SEAN FAGAN, COMMUNITY DEVELOPMENT DIRECTOR DAWN BELL, PARKS
DIRECTOR FLOYD JERNIGAN, AND FIRE CHIEF JEFF BREEN**

- I. EMERGENCY DISASTER RESPONSE - The purpose of this workshop was to update Council and answer questions by Council regarding the current Emergency Disaster Response.
 - A. Update on response and progress thus far:
 - 1. Rolla Municipal Utilities
 - 2. Public Works
 - 3. Community Development
 - 4. Environmental Services: trash, yard waste and house debris
 - 5. Parks Department
 - 6. Rolla City Fire
 - 7. Rolla Police
 - 8. Finance
 - B. Available Public Resources
 - C. Volunteer Opportunities

Minutes:

At 5:34 pm Mayor Magdits brought the Workshop to order.

Updates were provided to Council by all Department Directors which covered each department experience from the first 72 hours of tornado impact, through the present and ongoing efforts for clean-up and recovery. Public Resources for showers, food, clothing, debris and trash disposal, chainsaw teams and counseling were made available for Council to share with their constituents.

Council was briefed on the importance of the volunteer tracking process and how in-kind volunteer work, not only, counts towards the City's 25% match to FEMA's 75% , but also ensures that the volunteers and resources are utilized most safely and efficiently. Other topics of concern regarding insurance claims on city property, FEMA overtime reimbursements and payment of Mutual Aid assistance were discussed.

With nothing further to discuss, at 7:37 pm, Mayor Magdits adjourned the meeting.

City Clerk

Mayor Louis J. Magdits IV

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Management Report
FISCAL YEAR 2025

February 2025

BUILDING PERMITS ISSUED	FEBRUARY FY 2025		FEBRUARY FY 2024		YTD FY 2025		YTD FY 2024		Δ CHANGE FY 24 - FY 25
	#	Value	#	Value	#	Value	#	Value	# ISSUED \$ VALUE
PERMITS ISSUED	28	\$ 11,996,700	41	\$ 390,4200	132	\$ -	177	\$ -	-25.4%
Electric, Plumbing, etc. Only	9	\$ -	15	\$ -	66	\$ -	89	\$ -	-25.8%
Single Famil Detached	2	\$ 550,000	1	\$ 500,000	6	\$ 1,725,000	9	\$ 1,986,890	-33.3%
Single Family Attached	-	\$ -	7	\$ 1,250,000	-	\$ -	11	\$ 1,738,000	-100.0%
Duplexes	-	\$ -	-	\$ -	1	\$ 130,000	1	\$ 300,000	0.0%
3-or-4 family	1	\$ 550,000	2	\$ 1,000,000	3	\$ 1,550,000	2	\$ 1,000,000	50.0%
5-or-more family	-	\$ -	-	\$ -	-	\$ -	1	\$ 3,000,000	-100.0%
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Industrial	-	\$ -	-	\$ -	-	\$ -	2	\$ 2,900,000	-100.0%
Parking garages	1	\$ 12,000	-	\$ -	2	\$ 52,000	2	\$ 170,000	0.0%
Service stations, repair garages	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Offices, banks, professional	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Public works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Stores, customer	-	\$ -	-	\$ -	1	\$ 800,000	-	\$ -	-
Towers, antennas	-	\$ -	-	\$ -	-	\$ -	1	\$ 250,000	-100.0%
Signs, attached and detached	5	\$ 78,700	2	\$ 9,600	13	\$ 113,910	22	\$ 724,900	-40.9%
Residential addition, remodel	3	\$ 111,000	7	\$ 91,100	20	\$ 414,066	20	\$ 345,156	0.0%
Commercial addition, remodel	5	\$ 10,695,000	6	\$ 1,053,500	14	\$ 13,529,000	19	\$ 7,168,883	-26.3%
Residential garage, carport	-	\$ -	-	\$ -	1	\$ 35,000	-	\$ -	88.7%
Demolition, single family	2	\$ -	-	\$ -	3	\$ -	-	\$ -	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	#DIV/0!
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-
Demolition, all other	-	\$ -	-	\$ -	2	\$ -	-	\$ -	-
Total Residential Units	6	\$ 1,100,000.00	15	\$ 2,750,000.00	20	\$ 3,405,000	92	\$ 8,448,466	-78.3%
EST. CONSTRUCTION COSTS	-	\$ 11,996,700	-	\$ 3,904,200	-	\$ 18,348,976	-	\$ 20,007,405	-59.7%
Building Permit Fees	-	\$ 43,575.31	-	\$ 12,549.50	-	\$ 62,184	-	\$ 51,331	-8.3%
FEES	-	\$ 55,675.31	-	\$ 27,774.50	-	\$ 104,234	-	\$ 119,755	21.1%
									-13.0%
INSPECTIONS PERFORMED	FEBRUARY FY 2025		FEBRUARY FY 2024		YTD FY 2025		YTD FY 2024		FY FY 24 - FY 25
	#	Value	#	Value	#	Value	#	Value	
Building Inspections	82		133		516		759		-32%
Electrical Inspections	60		80		329		426		-23%
Excavation Inspections	0		0		0		0		#DIV/0!
Plumbing Inspections	52		72		222		300		-26%
Mechanical Inspections	41		37		169		134		26%
Code Inspections	103		195		663		1,095		-39%
Nuisance Inspections	96		89		443		384		15%
Business License Inspections	3		10		31		47		-34%
TOTAL INSPECTIONS	437		616		2373		3,145		-25%

**FEBRUARY MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER**

(Based on Calendar Year)

Material	Feb 2025	Jan 2024	Feb 2024	Year-to-Date 2025	Year-to-Date 2024	Yearly Total 2024
Cardboard	103.5 ton	129.8 ton	120.3 ton	227.7 ton	250.1 ton	1,434.5 ton
Newspaper	17.9 ton	17.6 ton	18.0 ton	52.6 ton	35.6 ton	297.8 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	17.3 ton
Aluminum	2.6 ton	0.0 ton	2.4 ton	2.6 ton	2.4 ton	16.5 ton
Steel Cans/Scrap Metal	4.0 ton	3.3 ton	4.1 ton	7.2 ton	7.4 ton	45.4 ton
Plastic	0.0 ton	0.0 ton	19.4 ton	10.3 ton	19.4 ton	87.1 ton
Glass	0.0 ton	23.0 ton	0.0 ton	41.9 ton	23.0 ton	190.1 ton
Batteries	1.1 ton	1.2 lbs ton	0.0 ton	1.1 ton	0.0 ton	0.9 ton
Electronic Waste	5.9 ton	7.1 ton	0.0 ton	5.9 ton	7.1 ton	39.1 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton
TOTAL	134.9 ton	180.8 ton	164.1 ton	349.3 ton	344.9 ton	2,128.6 ton

SERVICES PROVIDED

Type of Service	Feb 2025	Jan 2024	Feb 2024	Year-to-Date 2025	Year-to-Date 2024	Yearly Total 2024
Special Pick-ups	28	24	38	55	62	414
Paper Shredding	5.0 hours	5.0 hours	4.0 hours	7.8 hours	9.0 hours	60.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	56	77	62	130	139	1132

DISPOSAL TONNAGE

(Sanitation Division)

Material	Feb 2025	Jan 2024	Feb 2024	Year-to-Date 2025	Year-to-Date 2024	Yearly Total 2024
Refuse	1,380.4 ton	1,513.1 ton	1,687.9 ton	2,615.6 ton	3,201.0 ton	19,044.5 ton

Rolla Police Department Monthly Report YTD 2025

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes" (these totals are somewhat fluid as investigations and report processing are not limited to monthly time frames):

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
February	0	1	0	3	4	25	3	0	36	
YTD 2025	0	0	0	3	5	20	7	0	35	
2024	0	13	4	60	59	427	42	4	609	-16.69%
2023	0	8	6	55	85	514	58	5	731	-8.85%
2022	0	7	6	94	119	528	44	4	802	-1.11%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%

Overdoses

The following data pertain to calls for service responded to by the Rolla Police Department in which an overdose was known or suspected. It is not an accurate representation of all overdoses occurring in Rolla, as these incidents aren't always reported since Narcan is readily available to citizens. Also, in many circumstances, law enforcement may not be called on to respond, as an overdose could be reported as a medical call, or the patient could be transported to the hospital by family/friends. Note the "Narcan Administered" column is ONLY for Narcan administered by RPD. Therefore, it cannot be used as a representation of the # of Narcan uses per overdose incident, as many times another responding agency (Fire, EMS, other LE) administers the Narcan. We do not have statistics for those agencies. Overdose Deaths are those deaths in which it is immediately known an overdose was involved. There is potential for this total to change as death investigations and/or lab results are finalized.

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
February	5	2	0
YTD 2025	9	3	0
2024	73	13	2
2023	111	38	9
2022	132	42	10
2021	138	58	15

Rolla Police Department Monthly Report

YTD 2025

Calls for Service

"Calls for Service" refers to the general daily activity of the officers - and dispatchers, in some situations - of the Rolla Police Department, as recorded in the Computer Aided Dispatch (CAD) system. Each incident handled by one or more of those individuals, whether in response to a citizen's request for assistance, self-initiated by an officer, or scheduled, is recorded as a single "Call for Service". Call types are assigned based on the initial circumstances presented to the dispatcher and, therefore, should not be considered a reflection of the full nature of the call. "Calls for Service" should also not be mistaken for "Reports Taken".

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024 YTD	% Increase
Abandoned/Recovered Property	13	9											22	27	-18.52%
Abandoned Vehicle	15	16											31	32	-3.13%
Accident - Fatality	0	0											0	0	#DIV/0!
Accident - Injury	12	22											34	32	6.25%
Accident - Leave The Scene	17	14											31	24	29.17%
Accident - No Injury	32	37											69	100	-31.00%
Accident - Private Property	18	24											42	40	5.00%
Accident - Road Blocked	8	5											13	12	8.33%
Adult Abuse	0	0											0	0	#DIV/0!
Alarm LE	79	48											127	156	-18.59%
Animal Bite/Attack	2	4											6	2	200.00%
Animal Control	69	71											140	177	-20.90%
Arson	0	0											0	0	#DIV/0!
Assault	3	3											6	22	-72.73%
Assist Agency Non-LEA	58	61											119	157	-24.20%
Assist Citizen	12	10											22	21	4.76%
Assist LEA	7	11											18	17	5.88%
Assist Motorist	44	48											92	51	80.39%
Bomb Threat	0	1											1	0	#DIV/0!
Building Lockout	0	0											0	1	-100.00%
Burglary	12	8											20	12	66.67%
Business/Building Check	451	291											742	427	73.77%
Call for Police	53	44											97	75	29.33%
Check Well Being	95	102											197	189	4.23%
Child Abuse	3	4											7	5	40.00%
Child Exploitation/Pornography	0	1											1	1	0.00%
Confidential Investigation	0	0											0	0	#DIV/0!
Conservation Violation	0	0											0	0	#DIV/0!
Court	8	8											16	21	-23.81%
Crossing Guard (Officer coverage)	0	3											3	11	-72.73%
CWB 911 Hangup	58	58											116	150	-22.67%
Death	1	0											1	3	-66.67%
Destruction of Property	9	10											19	24	-20.83%
Disturbance-Fireworks	1	0											1	1	0.00%
Disturbance-Liquor	0	0											0	1	-100.00%
Disturbance-Other	44	48											92	118	-22.03%
Domestic Violence	31	36											67	71	-5.63%
Driving While Intoxicated	7	4											11	15	-26.67%
Drown/Water Rescue	0	0											0	0	#DIV/0!
Drug Paraphernalia	5	2											7	10	-30.00%
Escape	0	0											0	0	#DIV/0!
Escort - Bank	0	1											1	0	#DIV/0!
Escort - Courtesy	9	6											15	17	-11.76%
Escort - Funeral	10	10											20	25	-20.00%
Exparte Violation	1	5											6	6	0.00%
Field Interview	45	46											91	72	26.39%
Fight	2	5											7	3	133.33%
Fingerprints	1	0											1	12	-91.67%
Follow-up	115	115											230	166	38.55%
Foot Patrol	0	0											0	0	#DIV/0!
Forgery-Counterfeiting	0	4											4	4	0.00%
Found Body	0	0											0	0	#DIV/0!
Fraud - Checks/Credit Card	10	14											24	32	-25.00%
Harassment	17	16											33	41	-19.51%
Identity Theft	1	1											2	4	-50.00%
Information Request	246	254											500	522	-4.21%
Intoxicated Person	4	3											7	10	-30.00%
Jail Incident	0	0											0	0	#DIV/0!
Juvenile Complaint	12	3											15	14	7.14%
Keep the Peace/Standby	11	6											17	26	-34.62%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024 YTD	% Increase
Kidnapping	0	1											1	0	#DIV/0!
Leave without Pay	0	0											0	3	-100.00%
Liquor Violation	0	0											0	0	#DIV/0!
Littering/Dumping	2	1											3	3	0.00%
Loitering	2	5											7	12	-41.67%
Lost or Stolen Property	15	7											22	20	10.00%
Loud Noise Complaint	12	20											32	41	-21.95%
Malicious Mischief	0	1											1	1	0.00%
Mental Health	21	19											40	64	-37.50%
Missing Person	5	2											7	14	-50.00%
Murder	0	0											0	0	#DIV/0!
Narcotics Violation	9	5											14	31	-54.84%
Notification	3	9											12	0	#DIV/0!
Negotiation Callout	0	0											0	0	#DIV/0!
No Business License	0	0											0	0	#DIV/0!
Open Door	2	4											6	11	-45.45%
Other	0	0											0	0	#DIV/0!
Overdose	3	7											10	16	-37.50%
Paper Service	22	28											50	49	2.04%
Prisoner Transport	0	3											3	5	-40.00%
Property Damage-Non Criminal	1	1											2	0	#DIV/0!
Prostitution	0	0											0	1	-100.00%
Prowler	1	1											2	8	-75.00%
Public Indecency	0	4											4	5	-20.00%
Public Relations	7	7											14	13	7.69%
Pursuit	0	0											0	1	-100.00%
Rape/Sexual Assault	1	0											1	4	-75.00%
Robbery	0	0											0	0	#DIV/0!
Runaway	6	11											17	18	-5.56%
Search Warrant	0	1											1	3	-66.67%
Vacation/Security Check	5	4											9	39	-76.92%
Selective Enforcement	0	0											0	0	#DIV/0!
Sewer Alarm	0	0											0	0	#DIV/0!
Sex Offenses	1	7											8	3	166.67%
Shots Fired	2	2											4	4	0.00%
Soliciting	0	0											0	2	-100.00%
Stabbing	0	0											0	0	#DIV/0!
Stabbing or Shooting with Injury	0	0											0	0	#DIV/0!
Stalking	1	3											4	2	100.00%
Stealing	39	40											79	104	-24.04%
Stolen Vehicle	8	5											13	17	-23.53%
Suicide	0	0											0	0	#DIV/0!
Suspicious Activity	60	42											102	129	-20.93%
Suspicious Package/Item	1	1											2	1	100.00%
SWAT Callout	0	0											0	0	#DIV/0!
Tampering	2	6											8	9	-11.11%
Telephone Harassment	8	14											22	30	-26.67%
Tow Sticker Expired	4	9											13	29	-55.17%
Traffic Complaint	154	138											292	236	23.73%
Traffic Stop	427	208											635	418	51.91%
Trespassing	30	29											59	56	5.36%
Try to Contact	29	11											40	31	29.03%
Vehicle Identification	46	18											64	58	10.34%
Vehicle Lockout	2	0											2	1	100.00%
Vehicle Repossession	8	1											9	12	-25.00%
Veterinary Call	0	2											2	3	-33.33%
Weapons Violation	1	1											2	5	-60.00%
Totals	2,591	2,170	0	0	0	0	0	0	0	0	0	0	4,761	4,471	6.49%

ANIMAL CONTROL MONTHLY TOTALS

Feburary 2025

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2025 YTD Total	2024 YTD Total
City of Rolla	25	1	0	8	34	58	59
Rolla Area (Rural Areas)	0	0	0	0	0	0	4
Newburg Area	0	0	0	0	0	0	0
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	0	0
Other Law Enf. Agencies	0	0	0	0	0	0	0
Monthly Total	25	1	0	8	34		
2025 YTD Total	41	5	0	13		58	
2024 YTD Total	36	8	0	19			63
Total Phelps County	0	0	0	0	0	0	4

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2025 YTD Total	2024 YTD Total
Animals Adopted ①	7	2	0	0	9	13	26
Animals Claimed	8	0	0	0	8	20	18
Euthanized(III/Injured)	0	0	0	0	0	0	3
Euthanized(Dangerous)	0	0	0	0	0	0	2
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	1	0	5	6	13	20
Transferred to Rescue ③	1	0	0	1	2	15	0
Wildlife Relocated	0	0	0	2	2	2	3
Other	0	0	0	0	0	0	0
Monthly Total	16	3	0	8	27		
2025 YTD Total	44	6	0	13		63	
2024 YTD Total	47	6	0	19			72

ADDITIONAL STATISTICS

	Monthly Total	2025 YTD Total	2024 YTD Total	
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%	
PR Programs	0	0	0	
Calls for Service	68	137	191	
Written Warnings	0	0	0	
Citations	0	0	1	
Total Incinerator Hours	0	0	0	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal		Reporting Period: Feb 1, 2025 - Feb 28, 2025	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401					
Physical Address: 901 NORTH ELM, ROLLA, MO 65401				County: Phelps County	
Telephone Number: (573)3648590		Fax Number:			
Prepared by: Relauun Smith		E-mail Address:			
Municipal Judge: Brad Neckermann					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		28	832	190	
B. Cases (citations/informations) filed		5	247	22	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		1	38	16	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	69	1	
6. dismissed by court		1	2	0	
7. <i>nolle prosequi</i>		0	21	2	
8. certified for jury trial (not heard in Municipal Division)		0	0	1	
9. TOTAL CASE DISPOSITIONS		2	130	20	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		31	949	192	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	19	1. # Issued during period		98	
2. # Served/withdrawn during reporting period	37	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	751				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

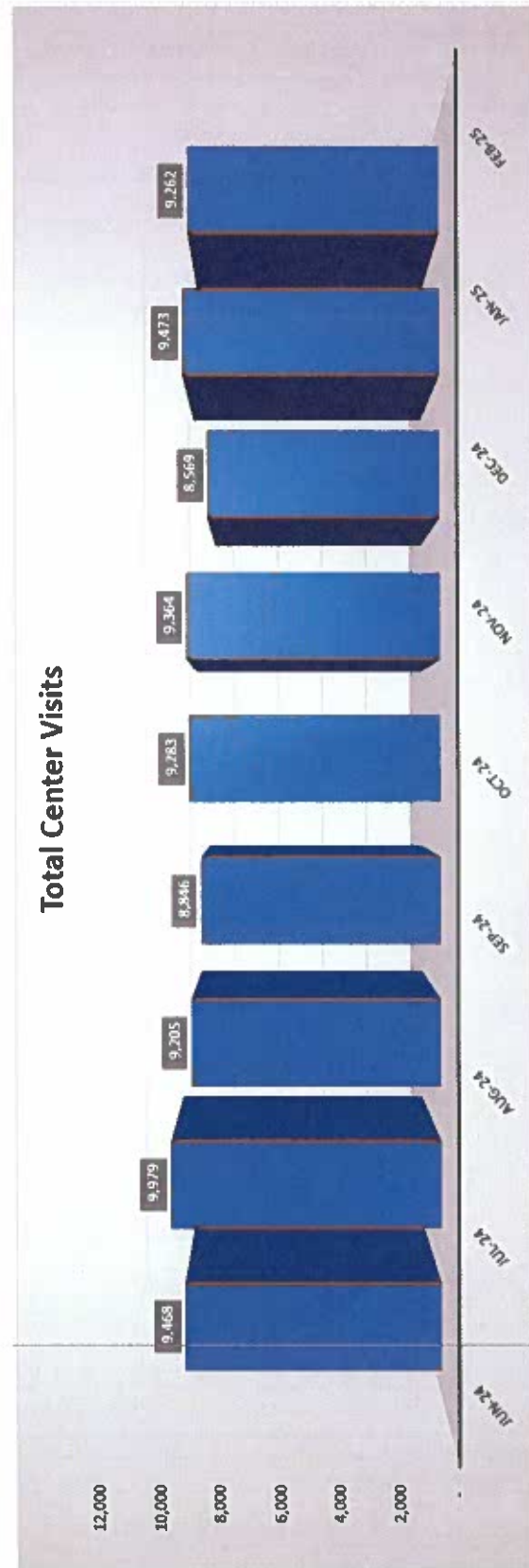
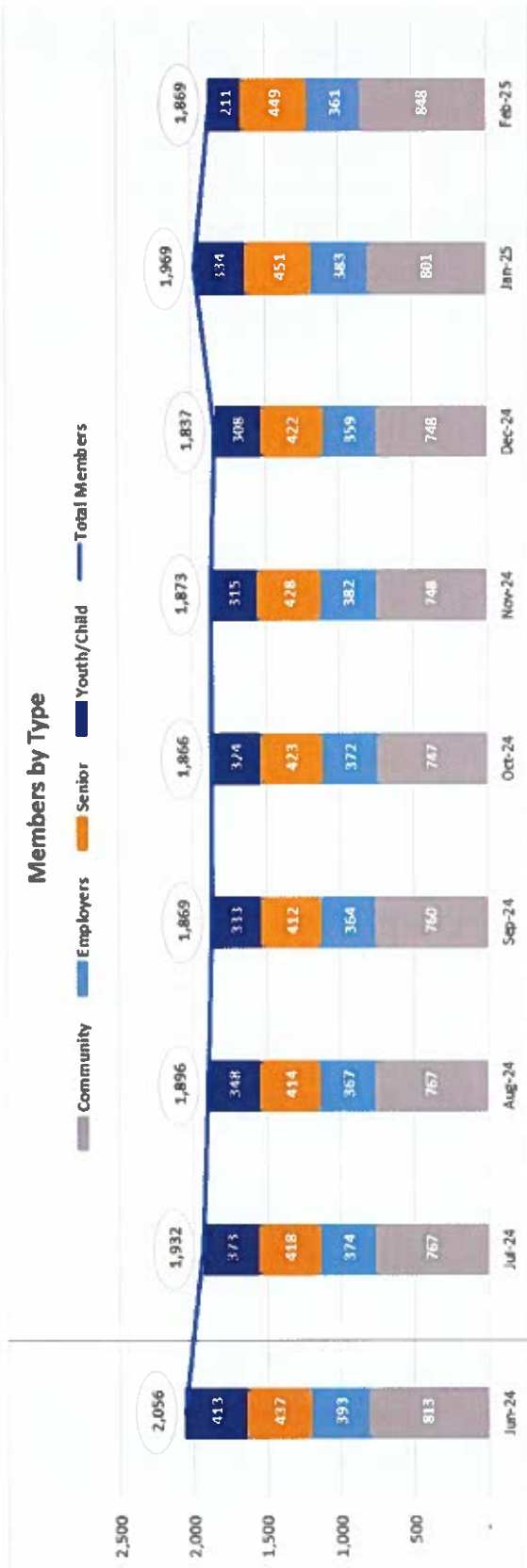
COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Feb 1, 2025 - Feb 28, 2025
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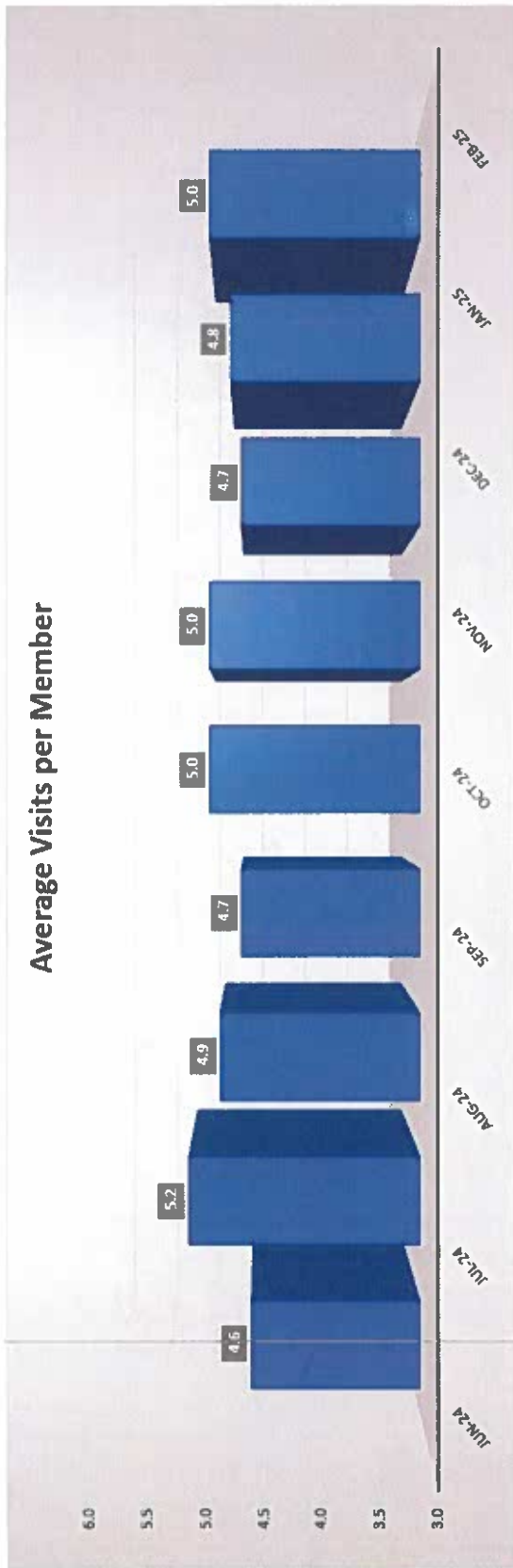
V. DISBURSEMENTS

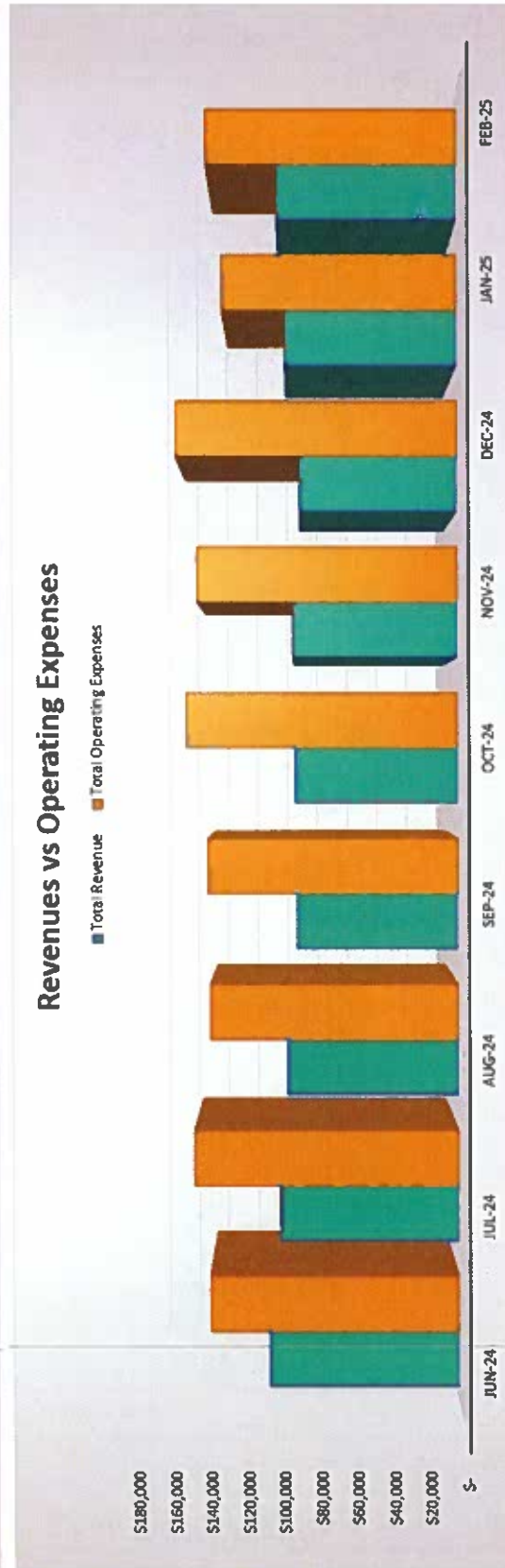
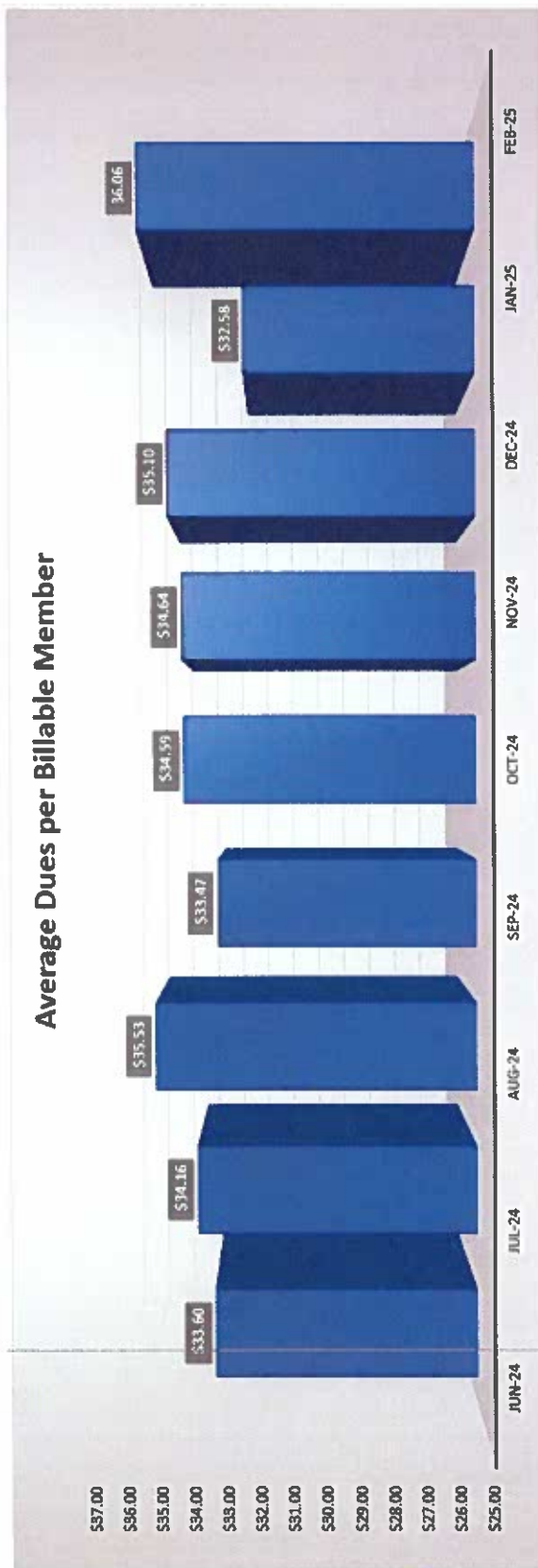
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,812.00	Court Automation	\$487.45
Clerk Fee - Excess Revenue	\$408.00	Law Enf Arrest-Local	\$54.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$12.58	Overpayment	\$5.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayment-E/R	\$4.50
Total Excess Revenue	\$3,232.58	Total Other Disbursements	\$550.95
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$10,391.00
		Bond Refunds	\$199.00
		Total Disbursements	\$10,590.00
Fines - Other	\$5,210.50		
Clerk Fee - Other	\$427.64		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$69.64		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$496.51		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$13.18		
Law Enforcement Training (LET) Fund surcharge	\$140.00		
Domestic Violence Shelter surcharge	\$141.50		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$108.50		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$6,607.47		

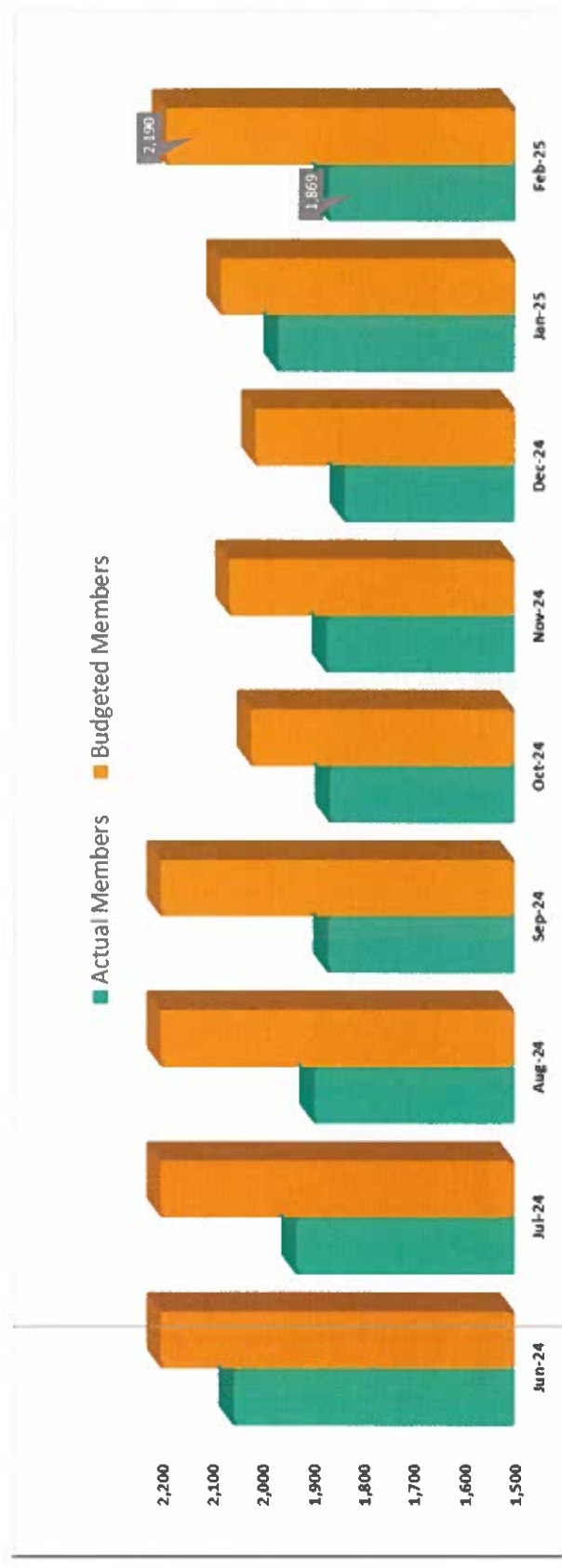
*The Centre Rolla's Health & Recreation Complex
Income Statement
For the 5 Months Ending
February 28, 2025*

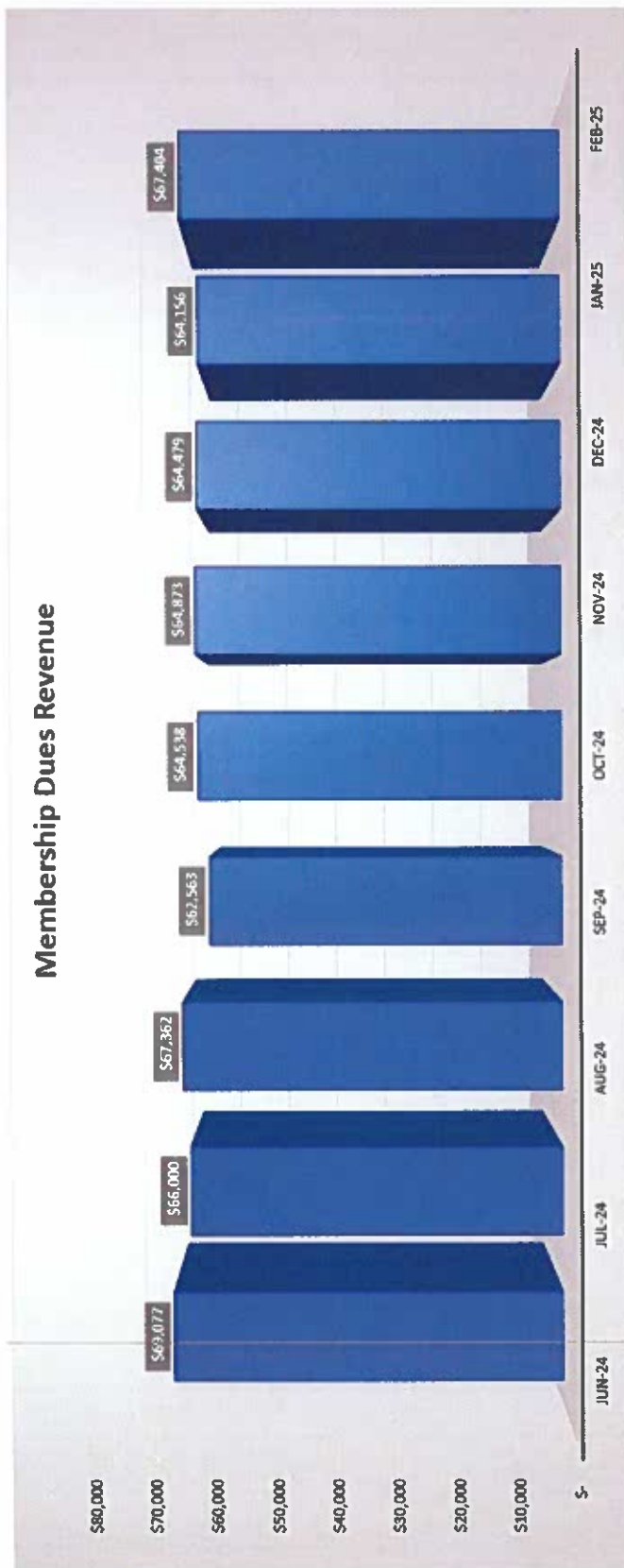
	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	59	190	-69%	167	443	640	-31%	561
Net New & Reactivated Bridge/Freezes	(20)	3	-767%	3	(6)	(23)	-74%	(23)
Cancelled	139	85	-64%	92	352	429	18%	459
Net	(100)	108	-193%	78	85	188	-55%	79
Total Members	1,869	2,190	-15%	1,981	1,869	2,190	-15%	1,981
Revenues								
Rental & Other								
Conference Room & Other Rental	\$390	\$500	(\$110)	\$1,290	\$2,060	\$2,500	(\$440)	\$2,860
	390	500	(110)	1,290	2,060	2,500	(440)	2,860
Member Services								
Membership Dues	67,404	75,560	(8,156)	59,599	325,451	357,754	(32,303)	289,876
Guest Fees	8,073	8,000	73	7,086	32,746	40,000	(7,254)	31,039
Locker Rent	240	75	165	254	700	375	325	807
	75,717	83,635	(7,918)	66,939	358,897	398,129	(39,232)	321,722
Fitness:								
Enrollment Fees/Health Assessments	1,403	4,760	(3,357)	1,542	6,465	15,990	(9,525)	7,355
Special Programs	120	100	20	138	480	500	(20)	588
	1,523	4,860	(3,337)	1,680	6,945	16,490	(9,545)	7,943
Ancillary								
Swim Programs	5,794	11,000	(5,206)	9,406	22,696	55,000	(32,304)	32,307
General Medical Integration	1,736	1,485	251	1,041	4,103	5,940	(1,837)	3,073
Recreation	7,913	6,000	1,913	6,984	34,355	30,000	4,355	27,617
Café	1,258	1,250	8	1,335	5,683	6,250	(567)	4,976
Pro Shop	210	400	(190)	191	1,654	2,000	(346)	535
Personal Training	7,484	8,028	(544)	7,746	38,252	37,712	540	31,243
Children's Area	2,162	3,000	(838)	2,059	9,597	15,000	(5,403)	11,508
	26,556	31,163	(4,607)	28,762	116,341	151,902	(35,561)	111,258
Total Revenue	104,185	120,158	(15,973)	98,672	484,243	569,021	(84,778)	443,784
Expenses								
Salaries & Burden	91,679	89,402	(2,277)	86,978	462,831	444,928	(17,903)	431,989
Other Employee Expenses	2,221	700	(1,521)	1,890	6,338	3,500	(2,838)	14,862
General Supplies & Services	410	642	232	250	1,978	3,210	1,232	2,024
Environmental Supplies	2,390	1,500	(890)	6,412	11,788	7,500	(4,288)	8,835
Cost of Goods Sold	1,077	905	(172)	1,051	5,010	4,525	(485)	3,446
Minor Equipment	186	317	131	314	1,209	1,585	376	3,861
Repairs & Maintenance	6,558	3,100	(3,458)	5,110	68,957	15,500	(53,457)	33,851
Service Contracts & Licenses	9,595	10,759	1,164	12,304	49,434	53,795	4,361	45,854
Marketing & Collateral	7,597	7,100	(497)	16,587	33,501	35,500	1,999	37,190
Utilities	18,896	16,076	(2,820)	20,538	88,932	80,380	(8,552)	79,460
Bank Fees & Miscellaneous	4,779	4,810	31	3,092	21,355	24,050	2,695	16,350
Other Taxes & Fees	250	450	200	360	2,215	2,250	35	1,616
Total Expenses	145,639	135,761	(9,878)	154,888	753,548	676,723	(76,825)	679,338
Net Operating Income	(41,453)	(15,603)	(25,850)	(56,216)	(269,305)	(107,702)	(161,603)	(235,554)
Management Fees	8,000	10,000	2,000	8,000	42,000	50,000	8,000	43,000
Net Income (Loss)	(\$49,453)	(\$25,603)	(\$23,850)	(\$64,216)	(\$311,305)	(\$157,702)	(\$153,603)	(\$278,554)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$2,738	\$5,170	(\$2,432)	\$5,921	\$5,921	\$25,850	(\$19,929)	\$17,423
Recreation (Net)	\$6,426	\$3,400	\$3,026	\$3,843	\$24,280	\$17,000	\$7,280	\$15,214
Café (Net)	\$439	\$625	(\$186)	\$634	\$2,168	\$3,125	(\$957)	\$2,516
Pro Shop (Net)	(\$49)	\$120	(\$169)	(\$159)	\$160	\$600	(\$440)	(\$451)
Personal Training (Net)	\$3,196	\$3,211	(\$15)	\$1,973	\$14,914	\$15,085	(\$171)	\$7,463
Children's Area (Net)	(\$1,978)	\$844	(\$2,822)	\$669	(\$9,247)	\$4,220	(\$13,467)	\$3,525
Total Ancillary Services Net Income (Loss)	\$10,772	\$13,370	(\$2,598)	\$12,882	\$38,196	\$65,880	(\$27,684)	\$45,690











REGULAR SESSION – January 28, 2025

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works (RBPW or Board) President, Nick Barrack, presiding. The following were present:

Board members:	President, Nick Barrack Vice President, Dr. Wm. E. Showalter Secretary, Joe Polizzi (by teleconference) Vice Secretary, Fred L. Stone
RMU Staff:	General Manager, Rodney P. Bourne, P.E. Engineering Manager, Chad Davis, P.E. Finance Manager, Gwen Cresswell Business Manager, Jason Grunloh Electric Superintendent, Eric Lonning Water Superintendent, Jason Bell

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylor.

* * * * *

I. APPROVAL OF MINUTES

Stone made a motion, seconded by Showalter, that the minutes of the January 7, 2025 Board meeting Regular Session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (none)**III. SPECIAL PRESENTATION (none)****IV. STAFF REPORTS****A. FINANCE MANAGER'S REPORT (presented by Cresswell)**

1. The Board received the Statement of Income & Expenses reports for December 2024 (FY25). Cresswell reviewed the reports stating:
 - The statement of income and expense shows operating income of \$2,657,000. This is a decrease of over \$171,000 from December 2023. Year-to-date operating income is \$8,148,000 which is an increase of over \$459,000 compared to this time last year.
 - Purchased power expenses for December were \$2,392,000 which is an increase of over \$656,000 from December 2023. The total purchased power expense for the year is \$6,133,000 which is an increase of over \$831,000 from this time last year.
 - Total operating expenses for December were \$3,227,000 which includes purchased power. This is up over \$698,000 from December 2023 and up over \$1,135,000 year-to-date. The bulk of the increase is purchased power.
 - The Electric Department shows an operating loss of \$826,000 for the year and the Water Department has an operating gain of \$98,000.
 - Other income and expenses brought in \$229,000 for a total net loss for the month of December of \$340,777 and a net loss of \$337,174 for the fiscal year.

2. Cresswell presented RMU's Financial Statement, Statistics Report and the Disbursement Summary (December 2024) for Board approval.

Showalter made a motion, seconded by Stone, that the financial reports be approved as presented and forwarded to the City of Rolla. Motion passed unanimously.

3. Service Center Building Expansion Report

Cresswell reported that during the week of January 20th, the Building Committee met with the architect and engineers designing the expansion and remodel. Building plans are close to being finalized and

requests for bids anticipated in February and brought before the Board for approval at the March Board meeting. The architect estimates the current price will fall between \$6,100,000 and \$8,200,000.

B. BUSINESS MANAGER'S REPORT *(presented by Grunloh)*

1. MIRMA Annual Evaluation

Grunloh reported that Kelly Beets, our MIRMA Loss Control Consultant, completed the annual Loss Control Program Evaluation. Grunloh announced that for the 22nd consecutive year, RMU achieved a perfect 100% compliance rating. A score of 90% or higher qualifies RMU for potential credits returned to members based on loss prevention performance. Grunloh noted this consistent commitment to safety and loss prevention demonstrates RMU's dedication to the well-being of our staff and rate payers. Bourne thanked all RMU staff for participating in RMU's risk management program.

2. Peak Alerts

Grunloh reported that four Peak Alerts were issued in January. The first two, on January 8th and 9th, were initially anticipated to be the highest demand periods for the winter. However, two subsequent alerts, on January 20th and 21st, resulted in higher peak loads of 464.9 MW and 495.1 MW, respectively. Grunloh conveyed appreciation for MPUA's collaboration in helping RMU effectively manage the issuance of Peak Alerts.

3. Customer Account Update Incentive

Grunloh announced that beginning February 1st, RMU will be running a contest for the remainder of the year. Customers with a valid email address on file with RMU are entered for a chance to win a \$50 utility credit. At the end of each month, one lucky winner will be randomly selected and notified via email. The more months customers are entered, the better their chances of winning, so customers should update their email address with us immediately. If they already have an email address on file, they are automatically entered to win.

4. Delayed Disconnects

Grunloh reported that the unusually cold temperatures experienced throughout January have prevented staff from completing disconnects for non-pay. This resulted in some customers accumulating multiple months of unpaid bills. RMU has a cold weather rule and we expect the forecasted temps on Thursday and possibly Friday to be favorable to resume service disconnects.

C. ENGINEERING MANAGER'S REPORT *(presented by Davis)*

1. Updates on:

a. Development Review Committee Meetings (DRC).

Davis reported that the DRC met twice in January. Davis summarized the items on the DRC agendas:

- January 7, 2025 DRC Meeting: Davis summarized RMU's comments for the two agenda items: Route 66 Preferred RV Park and Woodcrest Development
- January 21, 2025 DRC Meeting:
 - RMU is neutral concerning three items on the agenda: ZON25-01, VAC25-01, and VAR25-01
 - Pre-Application Meeting for potential residential development on West Old Wire Outer Road adjacent to city limits - Elite Homes: Since no Developer's representative appeared at the meeting, the issue was not discussed. RMU assumes that the discussion will be rescheduled for a later meeting.

b. Current RMU projects

Davis highlighted current and future work projects listed in the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- Electric crews completed replacing the underground primary line on the east and west sides of Aintree Road.
- Following the failure of four breakers during the quarterly testing of our generators, those breakers have been delivered to a repair facility for testing, diagnosis, and repairs if possible. Onsite testing and installation of those breakers will occur tomorrow and while the contractor is here, additional testing of other breakers will be done.
- Davis highlighted water projects from the Operation Manager's Report. The water crew completed work with additional help from a contractor on the water main failure southwest of I-44 exit 189 to HyPoint Industrial Park. The water crew is currently working on 7th Street between Pine and Rolla Streets replacing older/smaller water line in order to support commercial redevelopment that will require a larger service line. Replacing the water main along Highway O from Winchester Drive to Commercial Drive is an upcoming project that will coincide with the Service Department building project.

2. Nagogami Pressure Zone Project Update

A monthly update from Cochran concerning the Nagogami Pressure Zone project was included in the Board packets. Additionally, a project status report for the Booster Station which UDT began working on in December, but due to weather, UDT has paused earthwork operations. A project status report for water main improvements being done by Kelpie was included in Board packets as well. Cochran is working with Kelpie to obtain all the necessary insurance certificates after Kelpie was awarded the contract at the January 7th Board meeting.

Davis reported that after consultation with the Missouri University of Missouri Science and Technology (MST) it has been determined that the scope of the improvements to the Nagogami Pressure Zone project needs to include additional water main work in the vicinity of the MST residential housing facilities adjacent to Bishop Avenue west of Watts Drive. This has been reviewed with the project consultant and Cochran has presented Contract Amendment #2 for the additional work required. The proposed contract amendment includes the additional survey, design, permitting, construction administration, and inspection services. The additional work will increase the contract amount by \$16,800 from \$311,880 to \$328,680. The purchasing policy allows the General Manager to approve changes orders of up to 20 percent of the value of the originally authorized amount, up to \$25,000, but also requires reporting of such approvals to the Board for such change orders over \$10,000. The General Manager has executed contract amendment #2 to the agreement with Cochran for this project.

3. Pressure Reducing Valve Program - This item was moved to New Business, item #3.

4. Annual Net Metering Report

Davis highlighted the Annual Report for Net Metering which was included in board packets. According to MO state regulations, RMU is required to provide this report annually. The report will also be posted on our website. Davis mentioned that as of December 31, 2024, RMU had 24 customer-generator locations (all solar) for a total generating capacity of 267.052 kW. In 2024, the total number of kilowatt-hours received from customer-generators was 92,258.29 kWh.

D. **GENERAL MANAGER'S REPORT** (presented by Bourne)

1. MPUA/MoPEP Update

- CEO Replacement - Missouri Public Utility Alliance (MPUA) announced the appointment of Steve Stodden as its new President and Chief Executive Officer. Steve will succeed John Twitty, who has led MPUA with distinction for five years. Steve has a long career in municipal utilities with 25 years at City Utilities of Springfield working in almost every department. For the last year, he has worked at MPUA as the Chief Energy Officer.
- Missouri Electric Commission (MEC) Integrated Resource Plan (IRP) - As mentioned at the previous meeting, MEC started a 20-year IRP for the three all-requirements pools last year where we should expect results this summer. One of the big drivers is the new SPP RTO Winter capacity margins required by our pool. Currently SPP requires 36% additional capacity over peak. This will move to 38% in 2029. In past years, this was 12%, so large increases in requirements for additional capacity. Under the base case scenario, with all current units, we are very tight on winter resources thru 2034 when additional resources will be needed. As diesel units start to retire, MoPEP will need to invest in additional capacity while also meeting the SPP higher capacity requirements. Another thing to watch for is the Illinois Climate and Equitable Jobs Act which will require the shutdown of one Prairie State unit (800MW) in the late 2030's. This is still a ways off and a lot of legislative sessions in Illinois could impact that plan. Marshall combustion turbine project is well underway. MEC is currently looking at a similar project in the NE corner of the state that may benefit the MoPEP pool. We are looking at options to fill our capacity needs.
- Discussion continues about PURPA size facilities (>100kW) and how these may be accommodated in our communities

2. Broadcasting of RBPW Meetings

Bourne discussed the arrangement RMU had with Fidelity Communications to broadcast RMU Board meetings on Rolla Channel 16. As of January 1st, Fidelity (now Sparklight) has discontinued Channel 16 and the broadcast of City Council meetings and RMU meetings. City Council meetings are now available on the City YouTube channel. Following discussion with the Board, the RBPW determined to discontinue with recording monthly board meetings. The written and approved meeting minutes have been, and will continue to be the official record of RBPW meetings. If the Board receives feedback from the public requesting video of meetings, the topic may be revisited in the future.

3. Fluoridation of City water

Bourne reported that at the mid-January City Council meeting, action was taken to begin a 90-day public notification about the potential to remove fluoride from the city's drinking water. During the 90 days, the City and RMU will post the notification for the public through social media, in March & April RMU newsletters, discussion on Morning Mayors, and notifications are posted throughout the City building. The City set up an email address (fluoride@rollacity.org) for the public to email comments or concerns which will be shared with City Council. Potential action would not be taken until the 2nd May City Council meeting at the earliest. RMU is neutral concerning the topic of fluoride within the drinking water and follows City ordinance requirements.

V. UNFINISHED BUSINESS (none)

VI. NEW BUSINESS

A. Water Rates (presented by Cresswell)

Cresswell presented the Water Special Rates changes. The rates were discussed when presenting the FY2025 budget, but later discovered had not been approved by the Board. The rate for Missouri S&T (6" meters only) will change from \$3.95/TGal to \$4.25/TGal. The rate for Public Water Supply District #2 will increase to \$5.22/TGal from \$4.86/TGal. Both entities have been notified regarding the oversight. The adjusted rates will be effective with billing after March 1, 2025. Polizzi made a motion, seconded by Showalter, to approve the Water Special Rate changes. Motion passed unanimously. Stone abstained from the vote.

B. Fredericktown Transformer (presented by Bourne)

Bourne reported that on January 22nd, Fredericktown experienced a catastrophic failure of a 10MVA substation transformer disrupting service to a percentage of their community. A call went out thru our mutual aid program looking for a suitable replacement. RMU was able to assist with one of our spare units which is a 2001 Cooper transformer which Fredericktown installed and was able to restore service early the next morning. They would like to purchase that spare transformer to make it a permanent replacement. Bourne would like Board approval to purchase their failed unit, and have it shipped to Jordan Transformer in MN to be rebuilt. Jordan Transformer has rebuilt several of our transformers and RMU has been satisfied with the product in return. This would be a sole source transaction. Currently, the price of \$125,000 has been discussed with Fredericktown for the used transformer with a \$7,500 credit for their used unit. Once the used unit is sent to Jordan Transformer, they will determine the reason for the failure and give a detailed estimate on the cost for rebuilding the unit. Approval for the cost of a rebuild will be brought before the Board at a future meeting. Stone made a motion, seconded by Showalter, to approve the sale of the transformer to Fredericktown for \$125,000 and purchasing the used transformer for \$7,500 and sending it to Jordan Transformer. Motion passed unanimously.

C. Pressure Reducing Valve Program (presented by Davis)

Davis outlined the water system changes associated with the Nagogami Pressure Zone project which will increase the operating pressures for all customers within this area of the RMU water distribution system. The operating pressures now generally range from about 30 psi to about 90 psi. Increasing the pressure by about 45 psi will result in the need for many customers in this area to install a Pressure Reducing Valve (PRV). A PRV allows the pressure to be reduced to a level that is not in excess of what plumbing fixtures can handle. Staff is requesting the Board of Public Works consider developing a program that will provide some level of funding to the applicant to cover some of the cost for installation of a PRV to be installed. Following discussion, Polizzi made a motion, seconded by Showalter, to authorize staff to proceed with a Pressure Reducing Valve Program to offset some of the cost, up to \$300 per customer, for a PRV installation for customers affected by the increased pressure as a result of the Nagogami Pressure Zone project. Motion passed unanimously. Stone abstained from the vote due to a conflict of interest.

VII. CLOSED SESSION (none)

VIII. **ADJOURNMENT**

With no further business to discuss, Showalter made a motion, seconded by Stone, to adjourn the meeting. Motion passed unanimously. The meeting adjourned at 5:27 p.m.

Nicholas Barrack, President

Joseph Polizzi, Secretary

The Board's next meeting is scheduled for Wednesday, February 26, 2025 at 4:30 p.m.



STATISTICS

JANUARY 2025

PRODUCTION

Date of Demand	01/21/2025
Time of Demand	9:00 AM
Billing Demand	74.8 MW
kWh Purchased	36,816,400
Total Cost	\$2,452,134.29
Cost per kWh	\$0.066604
Load Factor	66.16%

Pumped #2 Well	0
Pumped #3 Well	3,907,000
Pumped #4 Well	3,874,000
Pumped #5 Well	2,645,000
Pumped #6 Well	2,693,000
Pumped #7 Well	1,385,000
Pumped #8 Well	834,000
Pumped #9 Well	3,178,000
Pumped #10 Well	0
Pumped #11 Well	5,672,000
Pumped #12 Well	2,181,000
Pumped #13 Well	4,808,000
Pumped #14 Well	7,808,000
Pumped #15 Well	4,043,000
Pumped #16 Well	5,103,000
Pumped #17 Well	5,129,000
Pumped # 1 Ind Park Well	1,744,000
Pumped # 2 Ind Park Well	1,776,000
Pumped # 3 Ind Park Well	3,194,000
Total Gallons	59,974,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,123	6,474
Residential - Three Phase	24	20
Commercial - Single Phase	944	495
Commercial - Three Phase	497	309
Power Service	87	78
Industrial	8	2
Area Lighting	16	0
Street Lighting	24	0
Missouri S&T	0	6
PWSD #2	0	598
Total	9,723	7,982

ELECTRIC SALES

Residential - Single Phase kWh	12,171,917
Residential - Three Phase kWh	128,026
Commercial - Single Phase kWh	1,585,711
Commercial - Three Phase kWh	3,539,747
Power Service kWh	6,261,290
Industrial kWh	5,713,410
Area Lighting kWh	7,383
Street Lighting kWh	36,828
Rental Lights kWh	0
Total kWh Sold	29,444,312
Demand kW	27,286
Revenue	\$2,749,886.30
Monthly Loss	20.02%
Fiscal Year to Date Loss	11.62%

WATER SALES

Residential - Single Phase Gallons	26,230,000
Residential - Three Phase Gallons	234,000
Commercial - Single Phase Gallons	5,893,000
Commercial - Three Phase Gallons	4,106,000
Power Service Gallons	8,556,000
Industrial Gallons	3,912,000
Missouri S&T Gallons	1,488,000
PWSD #2 Gallons	60,000
Total Gallons Sold	50,479,000
Revenue	\$318,330.01
Pumping Cost, Electric	\$37,091.17
Monthly Unidentified Loss	12.27%
Fiscal Year to Date Unidentified Loss	10.17%

PILOT	\$156,525.59
Sewer Service Charge	\$404,863.91
Refuse Service Charge	\$248,033.98

Gross Payroll	\$346,780.60
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** Loss includes 2,137,500 gallons per water main flushing records.

*** FY loss includes 10,707,500 gallons per water main flushing records.



FINANCIAL STATEMENT JANUARY 2025

RECEIPTS:

Electric, Water, Tax, Sewer and Refuse Charge	
Accounts Receivable - Miscellaneous	
Customer's Deposits - Refundable	
Misc Non-Operating Revenue	
Total Receipts	\$3,802,823.80
FSCB ICS Sweep Account Interest (December 31, 2024)	\$92.62
FSCB General Fund Account Interest (December 31, 2024)	\$13.81
FSCB Electronic Payment Account Interest (December 31, 2024)	\$370.10
PCB General Fund Account Interest (December 31, 2024)	\$8,627.49
PCB Electronic Payment Account Interest (December 31, 2024)	\$1,942.13
PCB ICS Sweep Account Interest (December 31, 2024)	\$32,878.81
CEDARS - CD's Interest (December 31, 2024)	\$123,918.49
Public Utility Cash In Bank (December 31, 2024)	\$30,698,762.69
Total Receipts and Cash In Bank	\$34,669,429.54

DISBURSEMENTS:

Power Purchased	\$2,369,890.51
Operating Expenses	\$149,894.44
Administrative and General Expenses	\$82,388.18
Payroll	\$243,036.43
Capital Expenditures	\$3,000.00
Construction in Progress	\$164,274.82
Stock Purchases (Inventory)	\$108,045.83
Balance of Customer's Deposits after Finals	\$14,315.68
Medical, Dental, Vision and Life Insurance Paid by Employees	\$680.68
Support Payments	\$1,251.87
457 Plan RMU/Employee Contributions	\$20,522.82
Flexible Spending Account Contributions	\$1,549.99
U.S. Withholding Tax	\$32,408.85
Missouri Dept. of Revenue (Sales Tax)	\$40,691.39
Missouri Dept. of Revenue (Income Tax)	\$11,564.00
First State Community Bank (Social Security)	\$49,071.60
Sewer Service Charge	\$421,287.06
Refuse Service Charge	\$248,595.72
PILOT to City of Rolla	\$137,264.49
City Right-of-Way Manager	\$0.00
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Working Fund Voids	-\$564.30
	\$4,099,128.06
Cash in Bank (January 31, 2025)	\$30,570,301.48
Total Disbursements and Cash In Bank	\$34,669,429.54

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:	
Citizens Bank of Newburg	\$2,064.94
First State Comm Bk-Electronic Payment Account, Ck# 1100 for \$384,059.35	\$30,663.76
First State Comm Bk-General Fund, Ck #39207 for \$8,493.07	\$2,278.19
First State Comm Bk-ICS Sweep Account and Certificates of Deposit less Reserves	-\$10,499,246.11
PCB-General Fund, Cks #50383-50537 for \$4,098,128.06	\$2,268,329.03
PCB-Electronic Payment Account, Transfer for \$1,909,405.16	\$318,991.56
PCB-ICS Sweep Account	\$9,571,639.11
Town & Country Bank, Ck #1294 for \$1,538.89	\$2,000.00
Total Public Utility Accounts	\$1,714,718.48

ELECTRIC RESERVES:

Money Market Account	\$10,195,583.00 Partially Funded
Rate Stabilization Fund	\$960,000.00 Partially Funded
Total Electric Reserves	\$11,155,583.00

RESTRICTED ELECTRIC RESERVES:

Money Market Account	\$14,151,791.00 FY21 Funded
Total Electric Reserves	\$14,151,791.00

WATER RESERVES:

Money Market Account	\$2,866,910.00 Fully Funded
Rate Stabilization Fund	\$681,299.00 Partially Funded
Total Water Reserves	\$3,548,209.00

TOTAL RESERVES: \$28,855,583.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: \$30,570,301.48

* Benchmark:

Electric Reserves:	\$12,083,862.00
Electric Rate Stabilization:	\$3,020,968.00
Water Reserves:	\$2,866,910.00
Water Rate Stabilization:	\$718,727.00
	\$18,688,465.00

REGULAR SESSION – February 26, 2025

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:30. p.m. by Rolla Board of Public Works (RBPW or Board) President, Nick Barrack, presiding. The following were present:

Board members:	President, Nick Barrack Vice President, Dr. Wm. E. Showalter Secretary, Joe Polizzi Vice Secretary, Fred L. Stone
RMU Staff:	General Manager, Rodney P. Bourne, P.E. Engineering Manager, Chad Davis, P.E. Finance Manager, Gwen Cresswell Business Manager, Jason Grunloh Electric Superintendent, Eric Lonning Water Superintendent, Jason Bell

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylors.

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I. APPROVAL OF MINUTES

Polizzi made a motion, seconded by Showalter, that the minutes of the January 28, 2025 Board meeting Regular Session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (none)**III. SPECIAL PRESENTATION (none)****IV. STAFF REPORTS**

Cresswell noted one item has been added to the Agenda: New Business, item 5 – Approval to proceed with RFB.

A. FINANCE MANAGER'S REPORT (presented by Cresswell)

1. The Board received the Statement of Income & Expenses reports for January 2025 (FY25). Cresswell reviewed the reports stating:
 - The January statement of income and expense shows operating income of \$3,146,000. This is an increase of over \$516,000 from January 2024. Year-to-date operating income is \$11,294,000 which represents an increase of over \$979,000 compared to this time last year.
 - Purchased power expenses for January were \$2,451,000 which is a decrease of over \$162,000 from January 2024. The year-to-date purchased power expenses total \$8,584,000 which is an increase of over \$496,000 from this time last year.
 - Total operating expenses for January were \$3,229,000 which includes purchased power expenses. This is down by over \$284,000 from January 2024 but up over \$630,000 year-to-date. The bulk of the increase is due to purchased power expenses.
 - The Electric Department shows an operating loss of \$859,000 for the year and the Water Department has an operating gain of \$156,000.
 - Other income and expenses brought in \$154,000 for a total net gain for the month of January of \$70,963 and a net loss of \$217,537 for the fiscal year.
2. Cresswell presented RMU's Financial Statement, Statistics Report and the Disbursement Summary (January 2025) for Board approval.

Stone made a motion, seconded by Showalter, that the financial reports be approved as presented and forwarded to the City of Rolla. Motion passed unanimously.

3. Accounting Department Updates

a. Audit

Cresswell reported that due to the switch of operating system in 2024, some initial settings made by Edmunds were configured incorrectly which is now leading to problems with the FY2024 audit. Specifically, some of the revenue accounts were set up under cash accounting while others were set up under accrual accounting. As RMU operates on an accrual basis, the inconsistency has caused discrepancies which were discovered after closing out FY2024. Additionally, RMU incurred expenses for FY2025 that are incorrectly reporting back to FY2024. The software company is currently working on resolving these settings and rectifying RMU's records. Once the corrections are complete, the auditor will be able to proceed with the FY2024 audit.

b. Cash Position

Cresswell reminded the Board that earlier in the year, \$1.5 million was moved out of reserves to cover expenses. Those funds have been expended and an additional \$1-1.5 million will likely need to be transferred out of reserves soon. Cresswell explained that the primary reason for the use of excess cash has been capital expenses. A substantial number of transformers and other costly equipment was ordered a few years ago post-COVID due to concerns about long wait times. That equipment is now arriving, leading to an increase in our Capital Assets and a decrease in cash.

B. BUSINESS MANAGER'S REPORT *(presented by Grunloh)*

1. Customer Service Survey

Grunloh announced beginning March 1st through April 15th, RMU will conduct a customer service survey. Customers will be able to access the survey from our website, Facebook or a QR code in the newsletter. The short survey takes about five minutes to complete and covers topics which include: Communicating with customers, service and value for the cost of electricity, timeliness of power restoration following an outage, consistent and reliable electric service, and overall satisfaction with the utility, customer service, and field service representatives.

2. Peak Alerts

Grunloh reported that due to the cold temperatures across the state, RMU issued three Peak Alerts last week on Wednesday, Thursday, and Friday (March 19-21). An update from MPUA is expected on the 26th to determine if this cold event led to a new winter peak for the year.

C. ENGINEERING MANAGER'S REPORT *(presented by Davis)*

1. Updates on:

a. Development Review Committee Meetings (DRC).

Davis reported that the DRC met twice in February. Davis summarized the items on the DRC agendas:

- February 14, 2025 DRC Meeting: Davis summarized RMU's comments for the two agenda items: Final Plat of The Highlands and vacations of ROW
- February 21, 2025 DRC Meeting:
 - RMU is neutral concerning the following item on the agenda: VAC25-02
 - Davis summarized RMU's comments concerning SUB25-01 – Final Plat of The Highlands, Phase 1.

b. Current RMU projects

Davis highlighted current and future work projects listed in the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- RMU continues to work with and provide information to the developer for the Rustic Lakes RV Camping on Bridge School Road working towards providing water and electric services to the new development.
- Wells #2 and #10 – RMU is working with contractor to replace the pump system. Upgrades to the electric system, control system and monitoring will be made as well.
- Working with customers requesting fiber extensions

2. MoPEP Update

Davis gave highlights from the Services and Rates Subcommittee of MoPEP meeting on February 12, 2025. The discussion largely focused on generating needs in the future as the result of upcoming changes by SPP related to the Planning Reserve Margin and the methodology for determining the accredited capacity of a given generating unit. These changes are continuing to indicate a need for capacity in the future. While MEC has initiated development of capacity at Marshall, MO additional capacity options continue to be considered. This discussion has also included trying to determine the potential to refurbish a member-owned roughly 40 MW dual fuel unit (natural gas or diesel) generator

that is not in operation while also trying to understand the future availability of locally owned generating units, such those owned by RMU. Discussion also touched on the structure of how locally owned units are provided credits for capacity (and operation) as they relate to normal operations in addition to potential significant upgrades to maintain, restore, or improve reliability. Additional considerations also include how the MoPEP methodology for credits, testing, and operations are consistent or inconsistent relative to the SPP standards that MoPEP must meet.

3. Fredericktown Transformer Update

Lonning reported that the Fredericktown, Missouri City Council approved to buy our used 10 MVA transformer for \$125,000 and the sale of their old transformer to RMU for \$7,500. Jordan Transformer requested an oil sample from the old transformer to see if PCBs are present. Bourne and Lonning went to Fredericktown on Friday, February 14th to take pictures and measurements of the transformer, and get an oil sample which was sent off to United Power services. Jordan Transformer will respond to us with a proposal soon.

D. GENERAL MANAGER'S REPORT (none)

V. UNFINISHED BUSINESS (none)

VI. NEW BUSINESS

A. RFB #25-108 Alfermann Transformer T1 Bushing Replacement/ LTC Upgrade (presented by Lonning)

Lonning presented the bids received to drain and replace the four low voltage bushings, and re-gasket the transformer T1 at Alfermann. This transformer has a broken LV bushing that was patched but was only a temporary fix. An upgrade to the LTC will be made and the oil replaced on this transformer. Staff recommends approving the low bid from Southwest Electric for \$139,500. Polizzi made a motion, seconded by Stone, to approve the low bid for \$139,500 from Southwest Electric to complete the Alfermann Transformer T1 repairs. Motion passed unanimously.

B. RFB #25-109 Electric Materials (presented by Lonning)

Lonning presented the bid tabulations for wire and electric materials. Staff recommends approval of the low bid from Graybar in the amount of \$226,835.36. Lonning noted that he received an email from Graybar stating that due to tariffs, the price may increase depending on when the supplies are ordered. The Board discussed the current language used on the Request for Bids. Stone recommends modifying the bid language to ensure fixed pricing at the time of the bid is submitted. Stone made a motion, seconded by Showalter, to approve the low bid for electric materials submitted by Graybar in the amount of \$226,835.36 upon verifying they will hold the pricing submitted with their bid. Motion passed unanimously.

C. Personnel Policy 7.05 Progressive Discipline (presented by Cresswell)

Cresswell presented changes to the RMU Personnel Policy 7.05 Progressive Discipline, copies of which were included in Board packets. Cresswell explained the changes to separate habitual tardiness and absenteeism as grounds for disciplinary action. Additionally, time off without pay is being added as a reason for disciplinary action. Stone made a motion, seconded by Showalter, to approve the changes to the 7.05 Progressive Discipline Personnel Policy upon review by legal counsel. Motion passed unanimously.

D. MEC Alternate Director

Davis explained that in 2008, a resolution was approved naming the Operation's Manager as the Alternate Director representing RMU for Missouri Joint Municipal Electric Utility Commission (MJMEUC) dba Missouri Electric Commission. Davis's title was changed from Operations Manager to Engineering Manager; therefore, the resolution needs to be updated to reflect the change of title. Staff is requesting Board approval naming the Engineering Manager as the Alternate Director for MJMEUC. Polizzi made a motion, seconded by Showalter, to approve naming the Engineering Manager as the Alternate Director for MJMEUC. Motion passed unanimously.

E. Approval to Proceed with RFB

Cresswell explained that RMU is considering liquidating five of our generators, as Bourne as previously mentioned. After receiving indicative pricing for the generators, management would like authorization from the Board to proceed with the selling process. Showalter made a motion, seconded by Polizzi, to authorize staff to proceed with the process for liquidating RMU generators. Motion passed unanimously.

VII. CLOSED SESSION (none)

VIII. ADJOURNMENT

With no further business to discuss, Polizzi made a motion, seconded by Stone, to adjourn the meeting. Motion passed unanimously. The meeting adjourned at 5:30 p.m.

Nicholas Barrack, President

Joseph Polizzi, Secretary

The Board's next meeting is scheduled for Monday, March 31, 2025 at 4:30 p.m.



STATISTICS

FEBRUARY 2025

PRODUCTION

Date of Demand	02/20/2025
Time of Demand	7:00 AM
Billing Demand	75.0 MW
kWh Purchased	31,575,000
Total Cost	\$2,381,721.90
Cost per kWh	\$0.075431
Load Factor	62.60%

Pumped #2 Well	0
Pumped #3 Well	4,002,000
Pumped #4 Well	3,153,000
Pumped #5 Well	3,220,000
Pumped #6 Well	3,703,000
Pumped #7 Well	1,693,000
Pumped #8 Well	1,469,000
Pumped #9 Well	3,438,000
Pumped #10 Well	0
Pumped #11 Well	5,103,000
Pumped #12 Well	2,314,000
Pumped #13 Well	5,326,000
Pumped #14 Well	8,791,000
Pumped #15 Well	4,363,000
Pumped #16 Well	6,326,000
Pumped #17 Well	4,207,000
Pumped # 1 Ind Park Well	4,903,000
Pumped # 2 Ind Park Well	3,103,000
Pumped # 3 Ind Park Well	2,994,000
Total Gallons	68,108,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,096	6,455
Residential - Three Phase	24	20
Commercial - Single Phase	941	488
Commercial - Three Phase	495	309
Power Service	86	77
Industrial	8	2
Area Lighting	16	0
Street Lighting	24	0
Missouri S&T	0	6
PWSD #2	0	594
Total	9,690	7,951

ELECTRIC SALES

Residential - Single Phase kWh	14,535,359
Residential - Three Phase kWh	173,208
Commercial - Single Phase kWh	1,829,122
Commercial - Three Phase kWh	4,188,194
Power Service kWh	7,088,190
Industrial kWh	6,894,380
Area Lighting kWh	8,340
Street Lighting kWh	34,418
Rental Lights kWh	0
Total kWh Sold	34,751,211
Demand kW	28,279
Revenue	\$3,166,747.16
Monthly Gain	10.06%
Fiscal Year to Date Loss	6.91%

WATER SALES

Residential - Single Phase Gallons	28,524,000
Residential - Three Phase Gallons	441,000
Commercial - Single Phase Gallons	6,669,000
Commercial - Three Phase Gallons	4,831,000
Power Service Gallons	11,089,000
Industrial Gallons	4,670,000
Missouri S&T Gallons	1,490,000
PWSD #2 Gallons	2,000
Total Gallons Sold	57,716,000
Revenue	\$350,699.25
Pumping Cost, Electric	\$40,435.35
Monthly Unidentified Loss	10.74%
Fiscal Year to Date Unidentified Loss	10.28%

PILOT	\$179,053.51
Sewer Service Charge	\$448,794.27
Refuse Service Charge	\$248,722.13
Gross Payroll	\$331,214.39

** Loss includes 3,074,400 gallons per water main flushing records.

*** FY loss includes 13,781,900 gallons per water main flushing records.



FINANCIAL STATEMENT FEBRUARY 2025

RECEIPTS:

Electric, Water, Tax, Sewer and Refuse Charge	
Accounts Receivable - Miscellaneous	
Customer's Deposits - Refundable	
Misc Non-Operating Revenue	
Total Receipts	\$4,145,588.27
FSCB ICS Sweep Account Interest (January 31, 2025)	\$52,891.77
FSCB General Fund Account Interest (January 31, 2025)	\$14.27
FSCB Electronic Payment Account Interest (January 31, 2025)	\$244.21
PCB General Fund Account Interest (January 31, 2025)	\$8,409.19
PCB Electronic Payment Account Interest (January 31, 2025)	\$1,940.08
PCB ICS Sweep Account Interest (January 31, 2025)	\$31,255.53
CEDARS - CD's Interest (January 31, 2025)	\$0.00
Public Utility Cash In Bank (January 31, 2025)	\$30,570,301.48
Total Receipts and Cash In Bank	<u>\$34,810,642.80</u>

DISBURSEMENTS:

Power Purchased	\$2,413,517.58
Operating Expenses	\$158,438.55
Administrative and General Expenses	\$438,970.24
Payroll	\$232,708.59
Capital Expenditures	\$0.00
Construction In Progress	\$517,185.78
Stock Purchases (Inventory)	\$140,727.60
Balance of Customer's Deposits after Finals	\$8,799.77
Medical, Dental, Vision and Life Insurance Paid by Employees	\$51,087.48
Support Payments	\$1,350.00
457 Plan RMU/Employee Contributions	\$19,548.88
Flexible Spending Account Contributions	\$1,591.86
U.S. Withholding Tax	\$30,507.48
Missouri Dept. of Revenue (Sales Tax)	\$47,716.89
Missouri Dept. of Revenue (Income Tax)	\$10,857.00
First State Community Bank (Social Security)	\$48,878.82
Sewer Service Charge	\$404,883.91
Refuse Service Charge	\$248,033.88
PILOT to City of Rolla	\$132,712.40
City Right-of-Way Manager	\$0.00
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Privacy Fees	\$0.00
Working Fund Voids	\$0.00
	<u>\$4,901,476.59</u>
Cash in Bank (February 28, 2025)	<u>\$29,909,166.21</u>
Total Disbursements and Cash in Bank	<u>\$34,810,642.80</u>

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:	
Citizens Bank of Newburg	\$2,064.94
First State Comm Bk-Electronic Payment Account, Ck#1101 for \$254,014.26	\$5,878.82
First State Comm Bk-General Fund, Ck # for \$	\$3,909.01
First State Comm Bk-ICS Sweep Account and Certificates of Deposit less Reserves	-\$10,613,500.29
PCB-General Fund, Cks #50538-50683 for \$4,901,476.59	\$1,285,043.25
PCB-Electronic Payment Account, Transfer for \$2,328,055.20	\$588,147.09
PCB-ICS Sweep Account	\$9,710,040.59
Town & Country Bank, Ck #1295 for \$1,347.74	\$2,000.00
Total Public Utility Accounts	<u>\$993,583.21</u>

ELECTRIC RESERVES:

Money Market Account	\$10,195,583.00 Partially Funded
Rate Stabilization Fund	<u>\$1,020,000.00 Partially Funded</u>
Total Electric Reserves	<u>\$11,215,583.00</u>

RESTRICTED ELECTRIC RESERVES:

Money Market Account	<u>\$14,151,791.00 FY21 Funded</u>
Total Electric Reserves	<u>\$14,151,791.00</u>

WATER RESERVES:

Money Market Account	\$2,886,910.00 Fully Funded
Rate Stabilization Fund	<u>\$681,299.00 Partially Funded</u>
Total Water Reserves	<u>\$3,568,209.00</u>

TOTAL RESERVES: \$28,915,583.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: \$29,909,166.21

* Benchmark:

Electric Reserves:	\$12,083,862.00
Electric Rate Stabilization:	\$3,020,966.00
Water Reserves:	\$2,886,910.00
Water Rate Stabilization:	<u>\$716,727.00</u>
	<u>\$18,688,465.00</u>

**MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, MARCH 11, 2025**

Presiding: Russell Schmidt, Chairperson

Commission Members Present: Nathan Chirban, Monty Jordan, Janese Martin & Don Morris

Commission Members Absent: Kevin Crider, Steve Davis, Monte Shields & One Vacancy

- I. APPROVE MINUTES:** Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, February 11, 2025. **Chairperson Russell Schmidt approved the minutes as printed and distributed.**

II. REPORT ON RECENT CITY COUNCIL ACTIONS:

- 1. ZON25-01:** Map Amendment to rezone 602 N Olive Street from the C-1, Neighborhood Commercial district to the R-4, Urban Multi-family district.
- 2. VAC25-01:** Vacation of the remainder of an alley north of 11th Street between Bishop Avenue and State Street.

City Planner Tom Coots presents the report.

III. PUBLIC HEARING:

- 1. SUB25-01:** 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.

Chairperson Schmidt opens the public hearing at 5:34.

City Planner Tom Coots enters the staff report and attachments into the record.

City Planner Tom Coots presents the staff report.

Chairperson Schmidt asks for citizen comments.

Christion Miller located at 17415 Outer 40 Road, Chesterfield, MO representing McBride Homes shared that Heatherfield Drive will connect to Highway 72. The turn lanes that MODOT is requiring will be put in at the end of Phase I, before Phase II begins. Infrastructure for phase I should be completed in approximately 6 months.

The public hearing was closed at 5:44.

The public hearing was reopened for a question at 5:44.

There was a discussion regarding an additional lot and if sales would start before the model homes are built.

The public hearing was closed at 5:49

A motion was made by Morris and seconded by Jordan to recommend approval to City Council to approve 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. A roll call vote on the motion showed the following:

Ayes: Chirban, Jordan, Martin and Morris. Nays: None. Absent: Crider, Davis and Shields.
The motion passes.

IV. NEW BUSINESS: NONE

V. OLD BUSINESS: NONE

VIII. OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE OR STAFF:

NONE

IX. CITIZEN COMMENTS: NONE

Meeting adjourned: 5:50 p.m.

Minutes prepared by: Cindy Brown

NEXT MEETING:

Tuesday, April 15, 2025

**Fire Incident Report
Calendar Year 2025**

FEBRUARY 2025

MAJOR INCIDENT TYPE	FEBRUARY 2025 #	FEBRUARY 2024 #	YTD 2025 #	YTD 2024 #	CHANGE 2024 - 2025 # RESPONDED
False Alarm & False Call	24	34	51	74	-45.10%
Fire	3	11	13	14	-7.14%
Good Intent Call	24	23	40	52	-23.08%
Hazardous Condition (No Fire)	10	4	23	19	21.05%
Overpressure Rupture, Explosion, Overheat (No Fire)	-	1	-	1	-100.00%
Rescue & Emergency Medical Service	165	146	304	314	-3.18%
Service Call	15	5	19	11	72.73%
Severe Weather & Natural Disaster	-	-	-	-	#DIV/0!
Special Incident Type	-	1	1	2	-50.00%
TOTAL	241	225	451	487	-7.39%



Park Advisory Commission Meeting Minutes

*Monday, January 27, 2025 – 5:00 p.m.
3rd Floor Conf. Rm - Rolla City Hall*

Members Present: Ken Kwantes, Susan Wrasmann, Mike Fleishhauer, and Justin Renaud
Absent: None

Others Present: Floyd Jernigan, Andrew Smith, Julie Quackenbush, Darin Pryor, Public Works Director, Tom Coots, City Planner, Caleb Homan, Archer Elgin, Mike Woessner, Investment Realty, Blake Friedrich, MDC, Linda Fredrick, and Gina Root, Audubon Society

1. Call to order

- Ken Kwantes called the meeting to order at 4:59 p.m.

2. Presentations

- Woodcrest Development and Parkland Ordinance impact - with Archer Elgin Engineering, City Codes, Tom Coots
The proposal is in regards to parkland dedication for the Woodcrest Development. Mr. Coots said he saw an opportunity to have parkland be adjacent to the existing Audubon Nature Area. The developer is looking at other options.
Caleb Homan, Archer Elgin, and Mike Woessner, Investment Realty, are developing a 27-acre subdivision. The developer is asking if funds can be dedicated directly to Audubon Trails for improvements on that property or for creating a new trail to connect the subdivision to the Audubon Nature Area, in lieu of paying the City of Rolla the parkland fee of \$28,350.
Caleb Homan asked if the Parkland Dedication fee could go directly to the Audubon Society, and waive the fee from Woodcrest Subdivision that would have gone to the City of Rolla.
Mr. Kwantes asked about the details of the subdivision, such as number of people, lots, units, type of units. Mike Woessner said there are 88 acres, but probably only 50-60 of those will be developed. The first phase is 51 lots, with 240 units, in 4-plex units, similar to another of Mr. Woessner's developments, St. Maria's, with less restrictions. Not all will have a garage and there will not be a clubhouse.
Mr. Woessner said the Audubon Nature Center has had a sizable impact on this area, so he would like to see this addition develop that trail system further.
Mr. Kwantes asked Linda Frederick to describe their programs and classes. She spoke on planned improvements and ongoing issues they encounter on the trails.
Mr. Kwantes asked Mr. Woessner if they have a proposed map to develop a trail from the Woodcrest Subdivision to the nature center. The developer said his development would provide two sidewalks that would connect to the trail that is already there. Darin Pryor asked Mr. Woessner the width of his proposed sidewalks. Mr. Woessner said they would be 5' sidewalks.

Mr. Jernigan said that city ordinance does not give him the authority to take dedicated parkland funds, as stipulated by the parks dedication ordinance for the development and improvement of city parks, and give the money to a private entity. He pointed out that this trail system is not City of Rolla property.

He said other options need to be explored. He noted that Northside Park, which is a city park, is in close proximity to this development and could be the beneficiary of these funds as noted in the ordinance language. That park has an existing trail, a playground and a basketball court. Justin Renaud asked for the history of Northside Park. Mr. Kwantes said right now it is a 2 ½ - acre area. Originally, it consisted of two ½ acre lots, but the developer of that area, John Brown, donated more land.

Mr. Kwantes said he would not wish to try to make a decision that will impact Rolla citizens. Mr. Woessner said that of the 2000 units in Rolla that his company manages/services, probably not 20% of those know the Audubon Society even exists. The features of this plan he said would bring the Audubon Society to the forefront.

Mr. Kwantes asked Darin Pryor if there is anything for bike paths in this area. Mr. Kwantes said we need to have a connection from the north side of town. Darin Pryor said we do have a short trail that goes through Northside Park. Getting all of that connected would make sense. Given the applicable city ordinance, Mr. Kwantes said more discussion is needed to determine other options. Mr. Woessner asked how soon a decision could be made. Mr. Kwantes said a decision could occur sooner than the next regularly scheduled meeting.

It was agreed that a special committee be formed to further discuss this issue.

- Telecom impact on Northside Park options with info from Darin Pryor, Public Works Director Aptitude is asking for permission do some environmental work in preparation of their plans for that area. Darin Pryor said this should not impact the park. Mr. Pryor said if there is a second or third "ask" from this company, we will need to review all their requests at that time.

The group decided that at this time Aptitude can proceed as outlined with what they have requested for their exploratory efforts. Anything further must be brought back for review.

- Totem Pole donation offer – Public Works Director Darin Pryor

The pole has been at the Totem Pole Trading Post since it first opened in 1933. It was purchased by Gary Heavin, who has offered to donate it to the city for placement in Buehler Park.

The group discussed the offer. After some discussion, it was decided it didn't fit into the city's management plan for the park.

- Jennifer Rackers, with Paws to End Alzheimer's, a Dog Walk Fundraiser for Phelps County, made a presentation regarding her request to utilize a city park as this year's site.

This event is a fundraising event to raise awareness of the disease. Jennifer had expressed interest in holding the event in Veterans Memorial Park. She thinks that this location will bring more people to the event. She said the area has the perfect setting for the event and the parking is plentiful. Mr. Jernigan said he has spoken with members of the South Central Regional Veterans' group regarding the event. He said they expressed support as long as the group agrees to abide by all rules and the event did not interfere with any veterans' event they have planned for the park.

Ms. Rackers explained that all vendors are dog friendly and items are dog related. She brought a flyer from last year. Event organizers request a \$10 donation from each participant. With each donation, participants receive a purple bandana that says "Paws to End Alz" for their dog.

Ms. Rackers expressed an interest in having food trucks and vendors at the event which, by ordinance, are not permitted in parks.

As this park was not deeded for parkland and was purchased by the city, there is some leeway with a not-for-profit event being held there.

The staff recommendation was to allow her to have her event as presented to us. They will be required to give us a list of food trucks. All must have a business license and permitting and certification from the health department relative to food safety inspection.

Justin Renaud made a motion to approve the event in Veterans Memorial Park. Mike Fleishhauer seconded the motion. All in favor. None opposed.

- The Missouri Department of Conservation made a presentation on a floating wetland proposal for Ber Juan and Schuman Lakes by Blake Friedrich.

Mr. Kwantes said these are storm water ponds. Friedrich said these would be options to deter excess chemical buildup that creates problems. Floating wetlands soak up excess nutrients by putting them into desirable plant growth. Floating wetlands pull nitrogen and phosphorus from the water, which will typically result in less algae. They also become a year-round habitat for fish, aquatic insects, and pollinators, he said.

Mr. Friedrich's proposal included basic and complete information for the "BioHaven" wetland bases: wetland base definition, detailed listing of components, materials, costs, considerations, plant sourcing, and planting instructions. These would be permanent wetlands, using perennials. His proposal included information from the company, Midwest Floating Island, who constructs the BioHaven Floating Islands.

MDC has been doing community grants that help with the cost of the structures. Mr. Friedrich gave an overview of the grant process. There was discussion regarding the number of floating islands that would be appropriate for our situation. We could do a variety of things regarding the two lakes. The number of islands in each lake should be dependent on the unique needs of each lake.

Mr. Kwantes asked Mr. Friedrich what he would suggest. He replied that it should be based on what we feel our needs are. The group discussed different options and concluded that we might start with three islands. Mr. Friedrich said that MDC would assist with selection and planting of plants. Mr. Friedrich said the installation would be built up and advertised as a community event.

Mr. Kwantes asked when would be the best time to implement this. Mr. Friedrich said it would be anywhere from late April to May. We would see the results in the next year. He said we could use scrap concrete for anchors, to keep the islands in place, and chicken wire for baskets under the islands to deter fish and other wildlife from eating the roots. Placement of the floating wetlands should be where people are not enticed to get to them.

Mr. Friedrich said the big maintenance is in the spring. You bring the islands into the lakeshore and pluck the weeds and dead leaf material. After cleanup, new plants are added, if necessary. The islands can be placed back out into the lake.

Mr. Kwantes asked about the timing for the grant process. Mr. Friedrich said MDC's fiscal year is July 1. We could apply for a grant this spring and potentially do the same in July. Parks Department would be responsible for record keeping on each structure. We would record mortality of plants, keeping a list of the ones that die, and detail new replacement plants. The group was favorable to moving forward with the process. There was some discussion on deciding the number of structures. Mr. Renaud suggested we get three, if they are virtually free, using the grant and volunteers along with our staff employees. Mr. Friedrich suggested a follow-up meeting to get the initial agreement going. He said it would have to be done by June 9 to be in this FY.

3. Approval of October minutes

- Susan Wrasmann moved to approve the Nov. 25, 2024, meeting minutes. Justin Renaud seconded the motion. All approved. None opposed.

4. Financials/Narrative

- Last item in the narrative is a request of Rolla Police Department for a safety light to be installed at the O Hwy Acorn Trailhead. There have been reports of unsavory activity at night. RMU set the pole last Friday.
- Precision Roofing did some minor repairs to the Eugene Northern Community Hall roof, at no charge. The owner of the business located the primary cause of the leak, citing the inadequate and misaligned guttering. We have contracted with Rick's Seamless Guttering for full replacement of gutters. He will replace the old 5" with 6" gutters. The cost will be split with the fire department.
- Tree City documentation has been submitted. Tree removal was approved in the Rolla City Cemetery, city street right-of-ways, and city sidewalks.
- Veterans Memorial Park Pavilion structural engineer inspection is done. We are waiting for the report regarding work that was needed from 2012. Once received, work can begin on wall bracing and spacing, and fasteners for the metal roof sheeting.
- Insurance gave the OK for replacing the wires and conduit at the Splash Zone pump room that were damaged in the summer fire. Insurance also gave approval for repairs of the electrical panel, by McNew Electric after the close of next season. The vortex pump will be replaced this spring. Due to the replacements, the result will be essentially a new pump room, with estimates that this could extend the life of the existing pool structure.
- Bow Hunting on City Property ended with five deer taken. Eighty-five hunters filed, 72 picked up their permits. The plan is to do it again next year. The City is looking at addressing issues identified in the process.
- Sewer line for new bathroom in Ber Juan Park will start soon.
- Work on the parking lot at Green Acres Park, near the pickleball courts, has begun.

5. New business

- StarGuard – Aquatics Manager Marie Crowley
We have moved away from Red Cross for a variety of reasons, primarily due to accessibility and usefulness to our operation. By going with StarGuard, we can train and certify in our

pool, as opposed to sourcing it out. Marie will keep her Red Cross CPR Certification so she can certify staff.

- Food trucks in Rolla City Parks – with discussion by Crowley and Rec Manager Andrew Smith Mr. Kwantes noted that it is unprecedented to allow food trucks at the ballpark. Marie Crowley asked the group to think about how we can use food trucks with specific events and operations and which location(s) would be feasible. She noted that parks departments throughout the state are utilizing food trucks in their parks for events that we could hold as well.

Marie and Andrew have researched food truck regulations and permits from cities of similar size or park situations. They have compiled a Special Use Permit that could be used for this type of enterprise. The group centered on some key issues when considering food trucks in the parks. The invitation for food trucks should be event related. The Parks Department would stipulate the requirements.

Mike Fleishhauer, Ken Kwantes, and Justin Renaud were in agreement with moving ahead with plans to incorporate local food trucks into appropriate Rolla Parks events.

In reviewing city ordinances, those areas not deeded as city parks are being reviewed.

The downtown bandshell area, which was purchased by the City Public Works Department as an entertainment area and is not a city park, already hosts events with food vendors.

- Codes revisions and notable possible changes
Typically done every 10 years, a number of proposed changes in the wording relative to how departments function will be presented to City Council as a collective new code "book."
Highlights of notable changes will be presented.
Current city codes that affect parks have to do with rates for the cemetery and Eugene Northern, the Parkland Ordinance,

6. Adjournment

Susan Wrasmann made a motion for meeting to adjourn. Justin Renaud seconded the motion. The meeting adjourned at 8:03 p.m.

Park Advisory Commission Special Meetings

Monday, March 3, 2025 & Thursday, March 6, 2025

Monday, March 3, 2025

Members Present: Ken Kwantes, Mike Fleischhauer, Justin Renaud, Susan Wrasmann

Business

- Ken Kwantes and Justin Renaud reported on their discussion with Director Floyd Jernigan and City Codes Planner Tom Coots related to options considered for the Woodcrest Development. Mr. Kwantes proposed to the commission, "that we recommend cash-in lieu of parkland in the amount of \$28,350.00 per city ordinance. This amount can be reduced by connecting at the closest point of the development to the Audubon property line with an ADA compliant six-foot minimum width trail approved by the Parks Advisory Commission. The amount will be calculated by the square footage of the connecting trail utilizing the formula in the City ordinance. Receipts of actual material expenses incurred in this connection may also be provided for credit." Mr. Kwantes made the motion and Mr. Renaud seconded. All approved. Susan Wrasmann requested that Ozark River Audubon have input on any proposed connection by the developer to the Audubon property.

Thursday, March 6, 2025

Members Present: Ken Kwantes, Mike Fleischhauer, Susan Wrasmann

Not Present: Justin Renaud

Others Present: Floyd Jernigan, Marie Crowley, and Aimee Campbell, RACC Tourism Director

1. Call to Order

- Mr. Kwantes called the meeting to order at 5:27 p.m.

2. Business

- Aimee Campbell with Route 66 Sign Grant Presentation
Campbell told the group that 2026 is the centennial for Route 66, dubbed the "Mother Road" by author John Steinbeck in "The Grapes of Wrath," detailing a fictional family's trek across the country, from Oklahoma to California.
Route 66 is one of the original highways in the United States numbered highway system, established on Nov. 11, 1926. During its existence, the full Route 66 ran from Chicago, Illinois, through Missouri, Kansas, Oklahoma, Texas, New Mexico, and Arizona, ending in Santa Monica, California.
This grant commemorates 100 years of Route 66 through the State of Missouri. The Route 66 Sign Grant is funded by the state's Division of Tourism and the Rolla Area Chamber of

Commerce was awarded the \$15,000 grant. The sign will go in the right-of-way near the edge of Buehler Park. The intention of the grant is to bring more people down Route 66.

The grant, approved in January, will pay up front costs. The grant is helping to fund the 6-foot, 11-gauge, aluminum, interactive shield (the sign is 10 feet tall in totality) in each county along Route 66. The grant requires the structure to be in a public space, which will help to encourage the interactive aspect of the sign. People will be able to walk around and through the sign.

Public Works Director Darin Pryor will help with the engineering aspect of the structure, so it is mounted appropriately.

There is also a downtown collaboration to have smaller structures or a portable mock sign to go with the large sign.

Mr. Kwantes summarized the purpose of the grant and structures.

Aimee Campbell said the Chamber Board is in full support. Her intentions are for completion and approval of the MOU, and to have the sign in place for Summerfest in June.

Mr. Kwantes asked the group if there were any questions. He also asked if we are in favor of the signs. The Park Board is in favor of the signage, but they cannot officially vote since there was no quorum present. This action will come before the commission at its next meeting for official ratification. They recommend this move ahead.

3. Adjournment

- With no further business, Mr. Kwantes called to adjourn this special meeting. The meeting adjourned at 6:00 p.m.

BOARD OF ADJUSTMENT MINUTES

February 20, 2025

Rolla City Hall

<u>Presiding:</u>	Chairperson Matt Crowell
<u>Members Present:</u>	Matt Miller (via zoom) and Jacob Rohter (via zoom)
<u>Alternates Present:</u>	Jonathan Hines
<u>Members Not Present:</u>	John Meusch
<u>City Officials in Attendance:</u>	Tom Coots, City Planner and Cindy Brown, Executive Assistant
<u>Others in Attendance:</u>	Caleb Homan, Archer Elgin

Chairperson **Matt Crowell** called the meeting to order at 5:39 P.M. He recognized the members who were present. **Crowell** swore in all present who intended to speak.

I. APPROVE MINUTES:

Review of the Minutes from the Board of Adjustment meeting held on January 23, 2025

A motion was made by Jonathan Hines, seconded by Jacob Rohter to approve the minutes from the January 23, 2025 Board of Adjustment meeting as printed and distributed.

Motion passed unanimously.

II. OLD BUSINESS:

NONE

III. PUBLIC HEARING:

1. **VZ25-01:** Variance to allow a reduction of the front yard setback in the R-3, Multi-family residential district at 1527 and 1529 Saint Maria's Street.

Tom Coots presents the staff report.

Crowell opens the public hearing.

Caleb Homan, with Archer Elgin 310 East 6th Street, Rolla, Mo. Shares how the setback lines are set so that the structures will not encroach on the utility corridor and assigned right of way.

Crowell opens public hearing for citizen comments.

Crowell closes the public hearing with no citizen comments and moves into Board deliberation.

1st Criterion: All board members agreed the 1st criterion was met.

2nd Criterion: All board members agreed the 2nd criterion was met.

3rd Criterion: All Board members agreed the 3rd criterion was met.

4th Criterion: **Crowell** asks if we have heard from any property owners in this area. **Coots** replies that he has not heard from anyone. **Hines** states that with no other development south of this property and only a catch basin there should not be an issue. All Board members agreed the 4th criterion was met.

5th Criterion: **Crowell** states this is clear from the request. **Hines** agrees, especially with Intercounty Electric also working to compromise with the easement. All Board members agreed the 5th criterion was met.

6th Criterion: All Board members agreed the 6th criterion was met.

7th Criterion: All Board members agreed the 7th criterion was met.

A motion was made by Jonathan Hines, seconded by Matt Miller to approve the application as submitted. A roll call vote on the motion showed the following: Ayes: Crowell, Miller, Rohrer and Hines. Nays: None. Absent: Meusch. The motion passes.

**IV. OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE,
OR STAFF: NONE**

Having no further business, the meeting was adjourned at 5:55 P.M.
Minutes prepared by **Cindy Brown**.

NEXT MEETING:

Thursday April 24, 2025



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final 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: April 7, 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, 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:

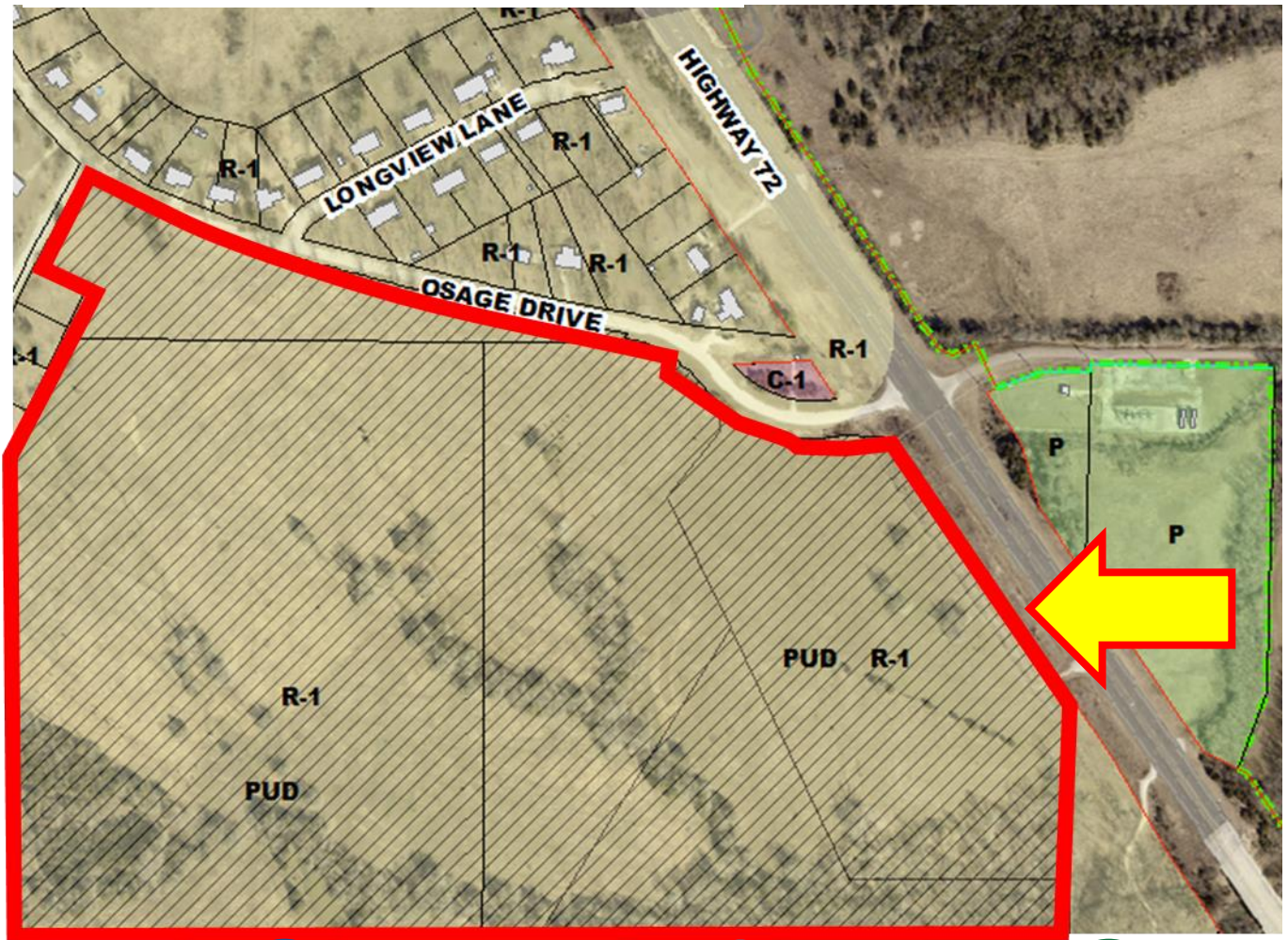
Mayor

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

III.A.4



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.



SITE BENCHMARK #2
"PK NAIL" IN ASPH.
ELEV.=1066.50

FND: I. ROD
(S88°29'34"W 0.34')

2: I. ROD
"E 0.19")

N28°38'37"E
223.12'

S57°05'50"E
165.96'

N64°19'23"W
134.78'

THE HIGHLANDS PLAT A
DOC. #

SHEET 5

SOUTH LINE S 1/2 LOT 1, SW 1/4 SEC 18
NORTH LINE N 1/2 LOT 1, NW 1/4 SEC 19

PARCEL "A"
[FUTURE DEVELOPMENT AREA]

FND: I. ROD

FND: I. ROD

N41°41'24"E
239.54'

N53°22'45"E
50.10'

N25°40'37"E
441.53'

N32°22'45"E
50.10'

N25°40'37"E
441.53'

N32°22'45"E
50.10'

N25°40'37"E
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N32°22'45"E
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N32°22'45"E
50.10'

N25°40'37"E
441.53'

N32°22'45"E
50.10'

N25°40'37"E
441.53'

N32°22'45"E
50.10'

N25°40'37"E
441.53'

LONG VIEW (60'-W.) LANE

OSAGE DRIVE
(VARIABLE WIDTH)

700.00'

S74°36'01"E

512.27'

S79°19'21"E

512.27'

S79°00'02"E

21.53'

R=241.48'

L=174.54'

CHB=S58°17'40"E

CHD=170.76'

ELEV.=1022.44

S86°11'46"E

39.23'

R=331.48'

L=384.88'

CHD=363.62'

CHB=S70°31'04"E

CHD=363.62'

S79°00'02"E

21.53'

R=241.48'

L=174.54'

CHB=S58°17'40"E

CHD=170.76'

ELEV.=1022.44

S86°11'46"E

39.23'

SHEET 4

STATE ROUTE 72
(VARIABLE WIDTH)

S34°06'49"E

910.30'

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

COMMON GROUND

SHEET 3

EAST LINE LOT 1, NW 1/4 SEC 19
WEST LINE NE 1/4 SEC 19

SOUTH LINE
NW 1/4 NE 1/4
SEC 19

PARCEL "A"
[FUTURE DEVELOPMENT AREA]

SOUTH LINE N 1/2 LOT 1, NW 1/4 SEC 19
NORTH LINE S 1/2 LOT 1, NW 1/4 SEC 19

EAST LINE LOT 2, NW 1/4 SEC 19
WEST LINE LOT 1, NW 1/4 SEC 19

387.89'
2708.30'E

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 OIL-BE-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 SHOULD 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 OF 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 FEATURE(S), 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)

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

ATTEST:

LORRI POWELL
CITY CLERK

PLANNING AND ZONING APPROVAL:

APPROVED THIS DAY OF 2025

RUSSELL SCHMIDT, CHAIRPERSON
PLANNING AND ZONING COMMISSION

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

RODNEY BOURNE, PE
GENERAL MANAGER OF ROLLA MUNICIPAL UTILITIES

FLOYD JERNIGAN
PARKS DIRECTOR

COUNTY & CITY TAX RELEASE:

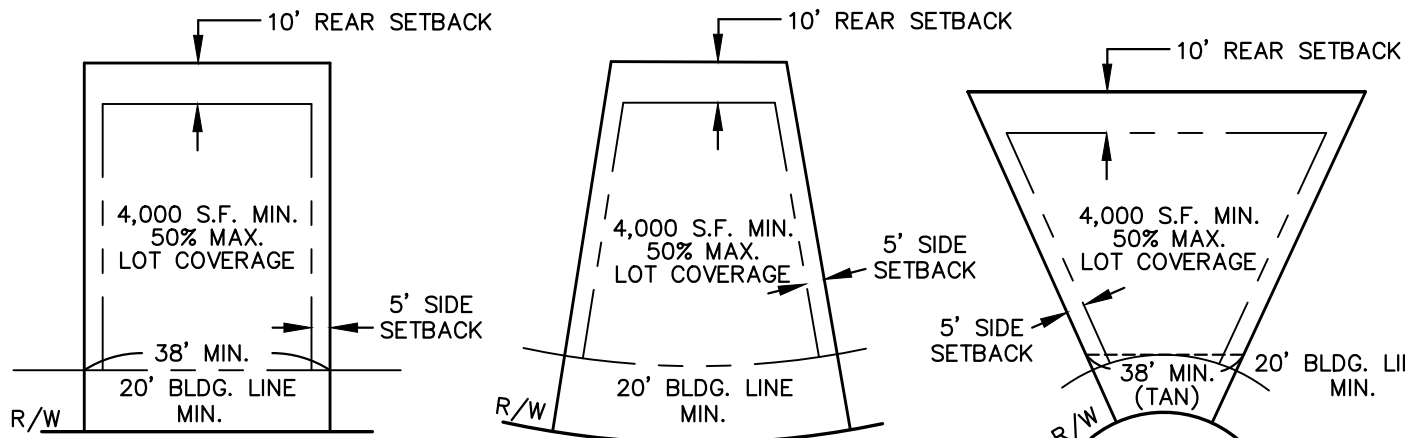
I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PHELPS AND THE CITY OF ROLLA AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL FOR 2025 AND ALL PRIOR YEARS.

FAITH ANN BARNES
COLLECTOR OF REVENUE
PHELPS COUNTY, MISSOURI

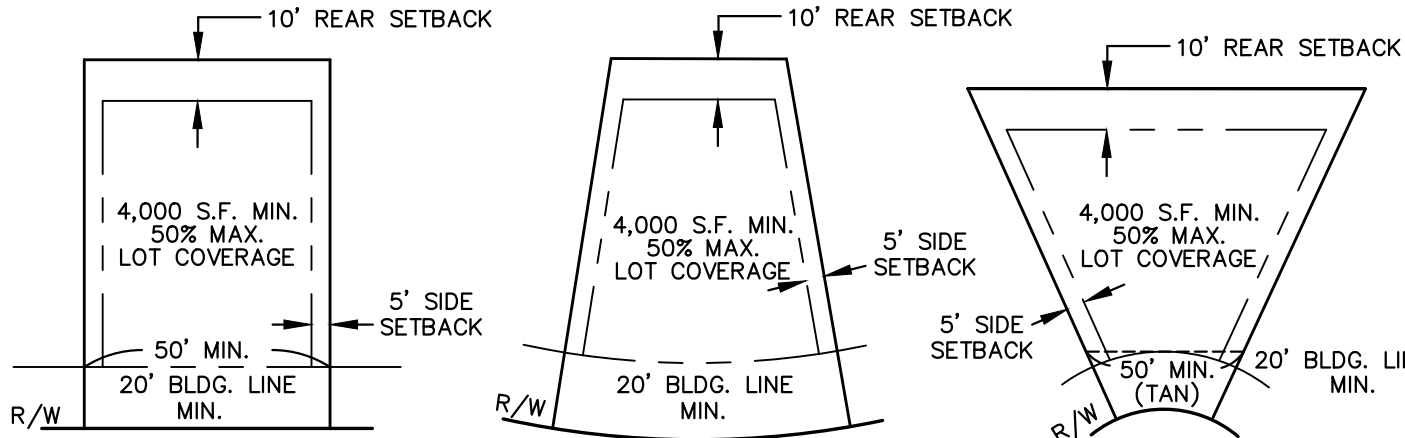
RECORDER'S CERTIFICATE:

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

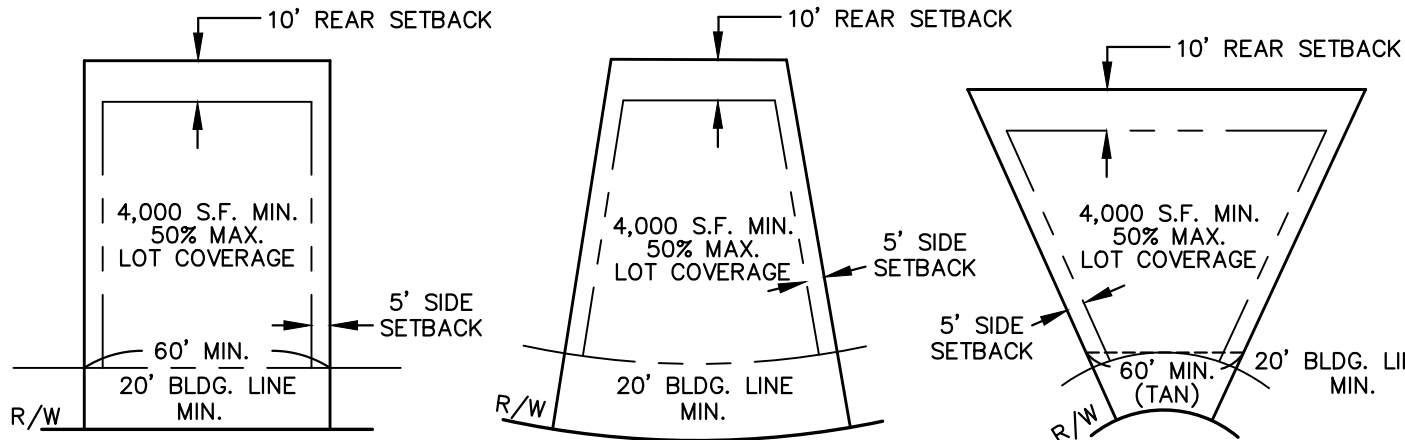
ROBIN KORDES
RECORDER OF DEEDS
PHELPS COUNTY, MISSOURI



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



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



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 DESIGNATED 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 33°48' 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°02'02" 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) IS 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

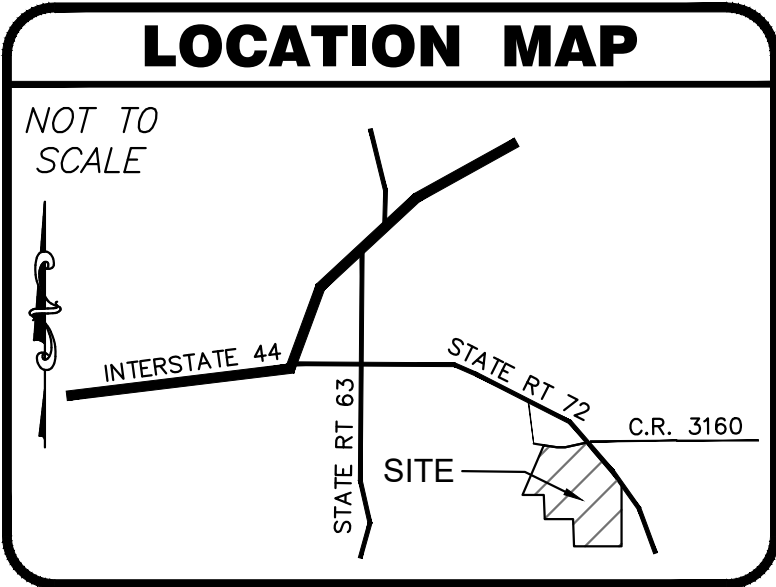
KNOW ALL MEN BY THESE PRESENTS:

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







SITE OVERVIEW & SHEET INDEX

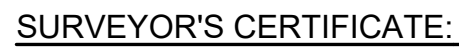


PUBLIC RIGHT-OF-WAY = 

PHASE ONE AREA =

SYMBOL LEGEND:

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



SEE SHEET 1 OF 5 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

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

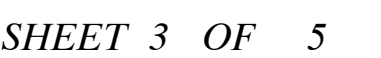
DATE _____

SHEET 2 OF 5

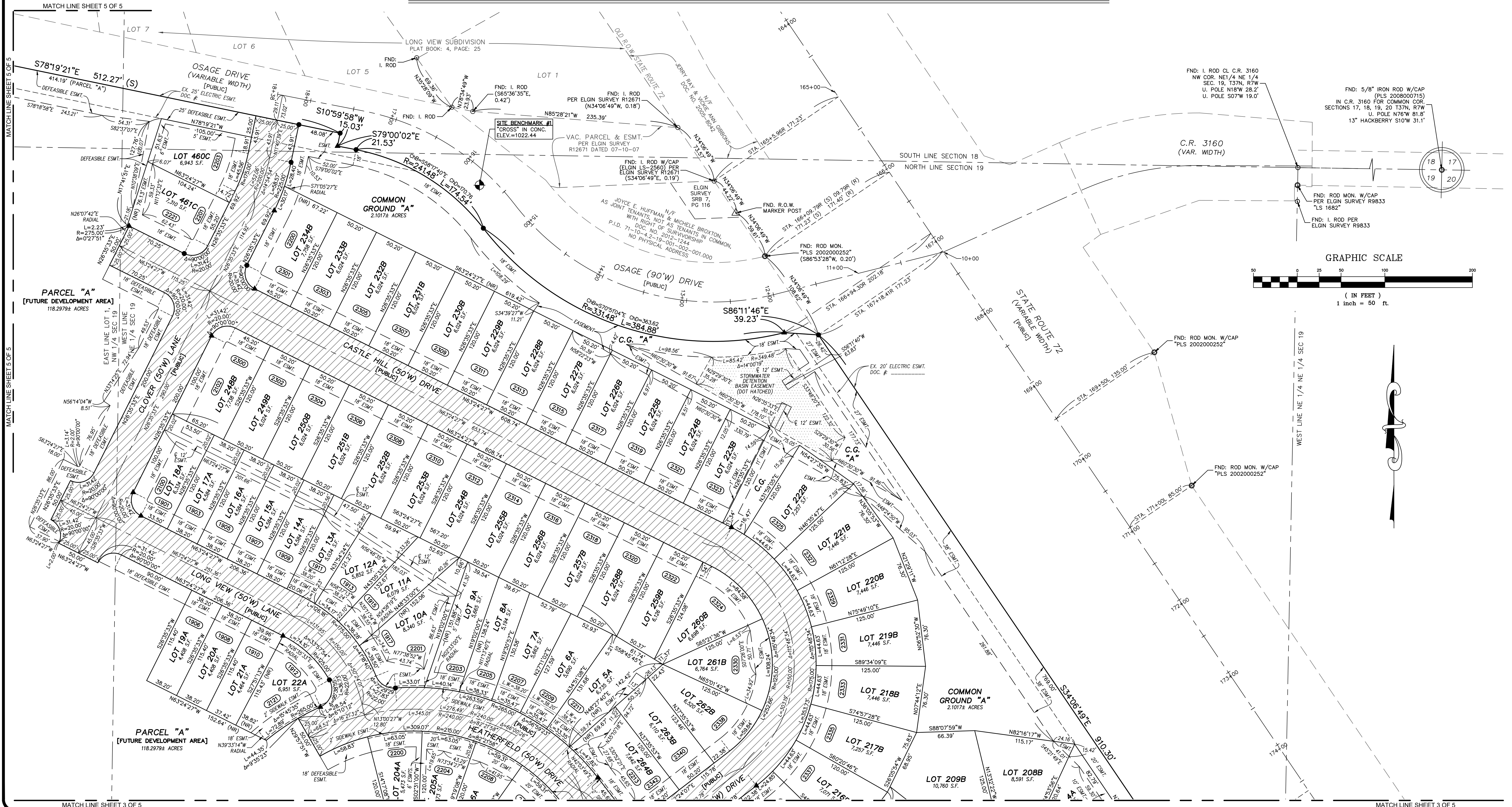
THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

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

MATCH LINE SHEET 4 OF 5

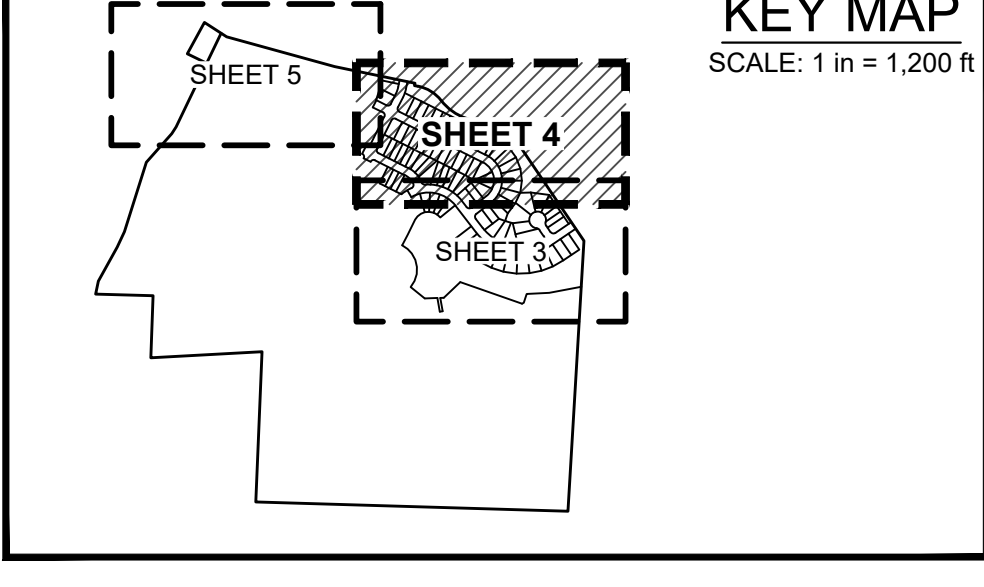


THE HIGHLANDS PHASE ONE



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ABBREVIATION LEGEND:

BK.	=	BOOK
BLDG.	=	BUILDING
C.G.	=	COMMON GROUND
CHD	=	CHORD BEARING
CHD	=	CHORD DISTANCE
D.B.	=	DEED BOOK
DRN	=	DRAINAGE
ESMT.	=	EASEMENT
FND.	=	FOUND
L.W.	=	LOT WIDTH AT THE FRONT BUILDING LINE
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
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.R.O.D W/ ALUMINUM CAP).
●	=	SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" I.R.O.D 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:

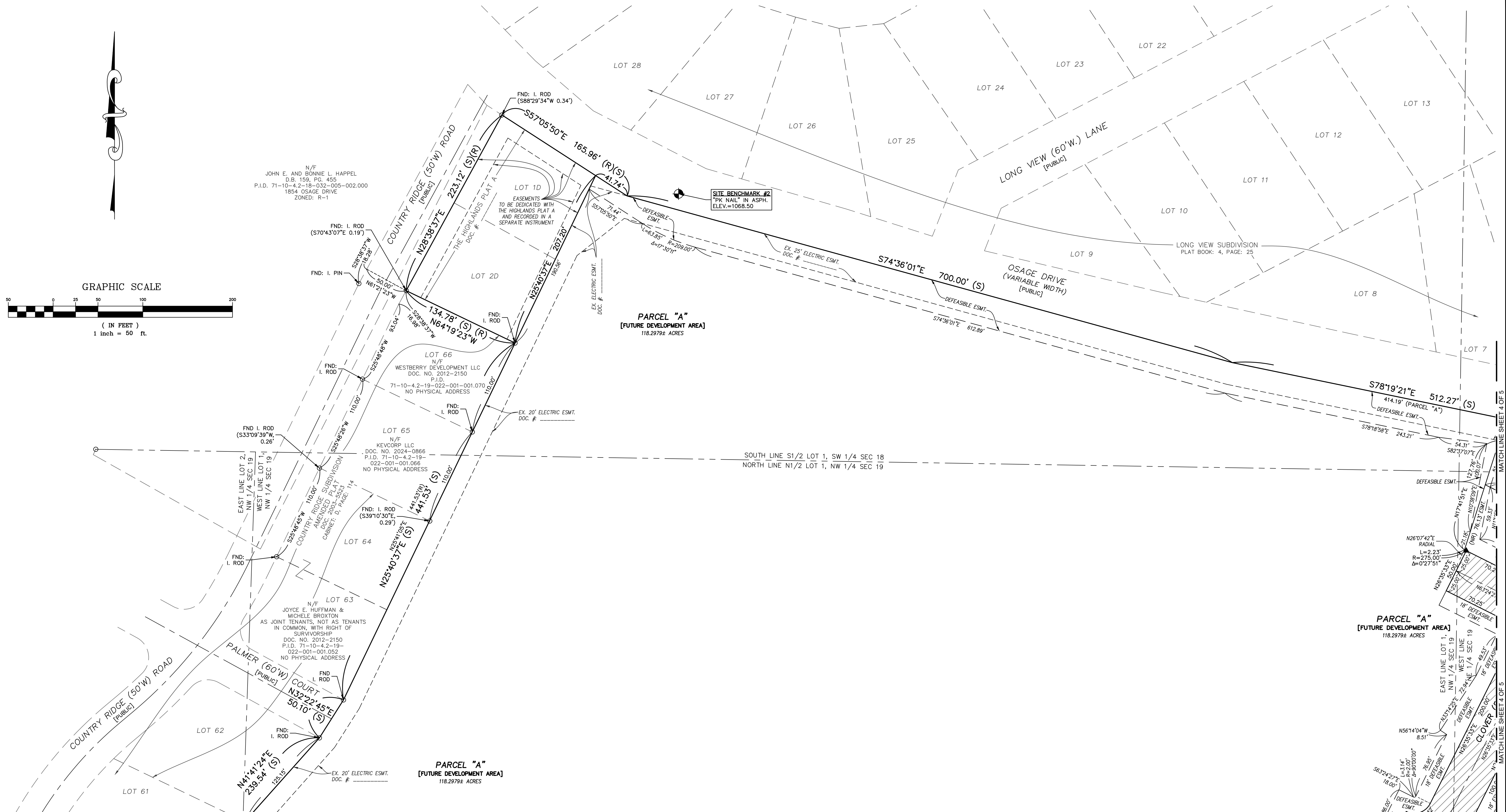
PUBLIC RIGHT-OF-WAY	=	[Hatching Pattern]
DETENTION BASIN	=	[Hatching Pattern]
PUMP STATION EASEMENT	=	[Hatching Pattern]

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

THE HIGHLANDS PHASE ONE



THE **STERLING** CO.
ENGINEERS & SURVEYORS

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4th Quarter Tourism Report & Year End Benchmarks 2024

This report covers tourism efforts from July-December 2024 and
Year End Benchmarks

Presented by Stevie Kears, Executive Director, RACC

Motel Tax History

In 1991-92, the Rolla Area Chamber of Commerce initiated discussions with the City of Rolla about implementing a hotel tax to support tourism efforts. At the time, several Missouri communities had already adopted similar taxes, using the revenue to promote tourism and fund Visitor Centers. Rolla's legislation allowed for a tax rate of up to 5%, but the Chamber initially set the tax at 3%, believing it would be sufficient while leaving room for future increases if needed. Thanks to the diligence of the RACC, the Motel Tax was passed in 1993. This tax applies only to those who stay in Rolla hotels, adding a percentage to their lodging costs in addition to local, state, and federal taxes.

Following its approval, the City of Rolla contracted with the Chamber to administer the tax. The City collects the tax, retains 10% for administrative fees, and passes the remaining 90% to the Chamber. The primary goal was to build and maintain the Rolla Visitor Center, with additional funds allocated to promoting Rolla as a tourist destination for travelers, groups, and meeting planners. The Visitor Center officially opened in 1996, and the contract between the City and the Chamber is reviewed and renewed every five years to accommodate changing market trends and local expectations. Today, the Rolla Chamber manages the 10-acre tract of land at 1311 Kingshighway, including the Visitor Center and five historic buildings on the property.

As Rolla continued to grow, the need for additional tourism funding became evident. In August 2024, voters approved a 2% increase to the motel tax, bringing it to the full 5% allowed under the original legislation. Hotels began collecting the new tax rate in November 2024, and the first payment was made to the Rolla Chamber of Commerce in January 2025. This increase ensures continued support for tourism efforts, allowing the Chamber to further enhance its mission of promoting Rolla as a premier destination for visitors.

Tourism Efforts

Motel Tax Campaign

Our efforts to promote the motel tax campaign included signs, mailings, rack cards, and social media outreach. The campaign was successful, with the tax set to be implemented in January 2025, generating funds by mid-2025.

Panel Discussion at Missouri S&T

We participated in a panel discussion at Missouri S&T's Graduate Mini-Conference, sharing insights on Rolla's community and hospitality.

Resource Fair Booth

We staffed a booth at the S&T Rolling into Rolla Resource Fair, distributing visitor guides and QR-coded cookies. Volunteers played a key role in making this event a success.

Wayfinding Signage Grant

We referred the City of Rolla to a wayfinding grant through the Missouri Division of Tourism. They applied for, and were awarded, the grant.

3D Route 66 Shield

We applied for, and were approved for, a \$15,000 grant to install a large interactive Missouri Route 66 Shield to promote tourism and celebrate the highway's centennial. The grant is being awarded to us through the Missouri Route 66 Centennial Commission. We are working with a local company, Focus Welding, to build the shield.

MDT Grant Update

We were awarded \$24,335 for marketing projects and \$3,750 for website improvements through the Missouri Division of Tourism.

Website Upgrade

We are in the process of updating our website with enhanced features, improved listings, and a refreshed design. The project is partially funded by the Missouri Division of Tourism's Marketing Platform Grant.

Missouri Tourism Conference

We attended the Missouri Governor's Conference on Tourism, allowing us to gain insights into industry trends, connect with professionals, and explore strategies to enhance Rolla's tourism efforts.

2025 Destination Rolla Grant

The grant application process closed with 26 applications totaling \$61,800 in funding requests. The committee will evaluate the applications, with announcements expected on January 7, 2025.

Group Outreach

New Conference in Rolla

We had the pleasure of meeting with a state non-profit organization that is considering relocating their conference to Rolla from Columbia. We are actively assisting them with organizing a welcome reception and facilitating accommodations for their event.

Route 66 Motor Tour

We participated in the Route 66 Motor Tour, hosted a dinner at Sakelaris Ford, and organized a welcome breakfast at Hoppers Pub. This event provided a great opportunity to showcase Rolla's hospitality along the historic highway.

Big BAM – Rolla Ramble

The Big BAM cycling event returned to Rolla, bringing cyclists for a three-day ride. We supported the event by hosting dinner, organizing evening activities, and staffing water stations, enhancing Rolla's appeal as a cycling destination.

Irish 66'ers

We hosted the Irish 66'ers, a group from Ireland traveling Route 66 on motorcycles. We organized a dinner at Public House Brewing Co. for 80 travelers, highlighting Rolla's hospitality to international visitors.

Hillbilly Tour 2025

Rolla has been selected as the host city for the 2025 Hillbilly Tour, an annual event for Model-T enthusiasts. Our team facilitated site visits and hotel tours, ultimately securing Rolla as the preferred destination.

Marketing Efforts

Radio

We are featured weekly on the Morning Mayor Show on Results Radio, 99.7 FM, discussing tourism events, attractions, and businesses. Occasionally, we appear on KZNN to promote major events.

Billboards - Signage

We maintain billboards along I-44 (East and Westbound), Hwy 63 South, and a double-stack billboard near St. Clair to promote Rolla and drive traffic to visitRolla.com. We are also a sponsor/advertiser on the RHS scoreboards promoting visitRolla.com.

E-Newsletter & Text Alerts

We send a monthly e-newsletter and weekly text alerts highlighting upcoming events in Rolla.

Text Alerts

We send text alerts each week that remind followers what is happening in the coming week/weekend in the area.

Social Media

VisitRolla is active on Facebook, Instagram, and TikTok, with occasional paid ads promoting events and tourism efforts.

Facebook Stats 2024

	Posts	Reach	Engagement	Shares
January	7	19,974	938	22
February	17	13,447	924	47
March	13	22,450	1,744	96
April	22	135,650	3,384	303
May	20	37,261	4,131	138
June	29	63,184	4,847	432
July	18	24,305	1,662	126
August	12	26,684	942	42
September	25	135,123	8,021	206
October	27	64,912	2259	140
November	24	15,777	1,168	50
December	18	28,472	579	244
TOTAL	232	587,239	30,599	1,846

Instagram Stats 2024

	Posts	Likes	Comments
January	5	130	4
February	14	324	15
March	16	366	16
April	22	314	3
May	16	229	7
June	29	376	17
July	16	228	8
August	7	110	3
September	21	434	16
October	20	430	5
November	16	279	14
December	16	373	15
TOTAL	198	3,593	123

TikTok Stats 2024

	Posts	Likes	Comments	Plays
January				
February				
March	7	246	2	6,353
April	5	89	0	4,789
May	0			
June	3	239	7	6,233
July	9	664	32	17,161
August	2	110	1	3,294
September	5	547	26	14,239
October	7	147	10	3,501
November	6	293	8	4,492
December	4	149	12	3,294
TOTAL	48	2484	98	63,356

Digital Marketing Campaign

We ran targeted digital ads promoting events in Rolla, with strong engagement results:

- Running Events: 98,824 impressions, 627 clicks, .68% CTR (9.65% greater than national average)
- General Rolla Promotion: 91,749 impressions, 673 clicks, .73% CTR (10.48% greater than national average)
- Fall Events: 91,579 impressions, 748 clicks, .82% CTR (11.67% greater than national average)

Print Ads

Print ads running from August-December include:

- ¼ page ad in Show Me Missouri (Summer issue)
- ¼ page ads in Route Magazine (October & December issues)
- Two-page feature in Travel Taste & Tour
- ¼ page ad in Rural Missouri
- Two-page feature in Missouri Life’s Route 66 Guide

Website and SEM Co-op

We created a new website for visitRolla.com during Q4, however it didn’t go live until Q1 (2025). There were some formatting issues that needed changed and information that needed updated. We are continuing updates during 2025.

For a few years we have contracted with Madden Media to conduct Search Engine Marketing (SEM) campaigns aimed at driving traffic to our website, visitRolla.com. Below are the click-through numbers on those campaigns for 2024.

	Clicks
January	757
February	980
March	1268
April	1106
May	1372
June	275
July	2003
August	2036
September	2086
October	2385
November	1543
December	1586
TOTAL	17397

Buildings & Grounds

We are responsible for 10 acres of property, 5 historic buildings, the Visitor Center, and the flagpole facing Hwy 72. The buildings are all on the historic register. All work done needs to be approved by SHPO. All efforts listed below were completed from July-December of 2024.

- We installed a new HVAC system in the caretaker’s home (1305) in July 2024.
- Outside outlets on the Visitor Center were replaced in August 2024.
- Several lights were replaced at the Visitor Center and in the barn in August 2024.
- The Visitor Center and the barn were re-keyed in November 2024.
- We hired a new cleaning company in November 2024.
- We purchased additional tables and chairs for hosting events and groups in October 2024.



BENCHMARKS FIVE YEARS

The following reports include the performance benchmarks outlined in the contract between the City of Rolla and the Rolla Chamber.

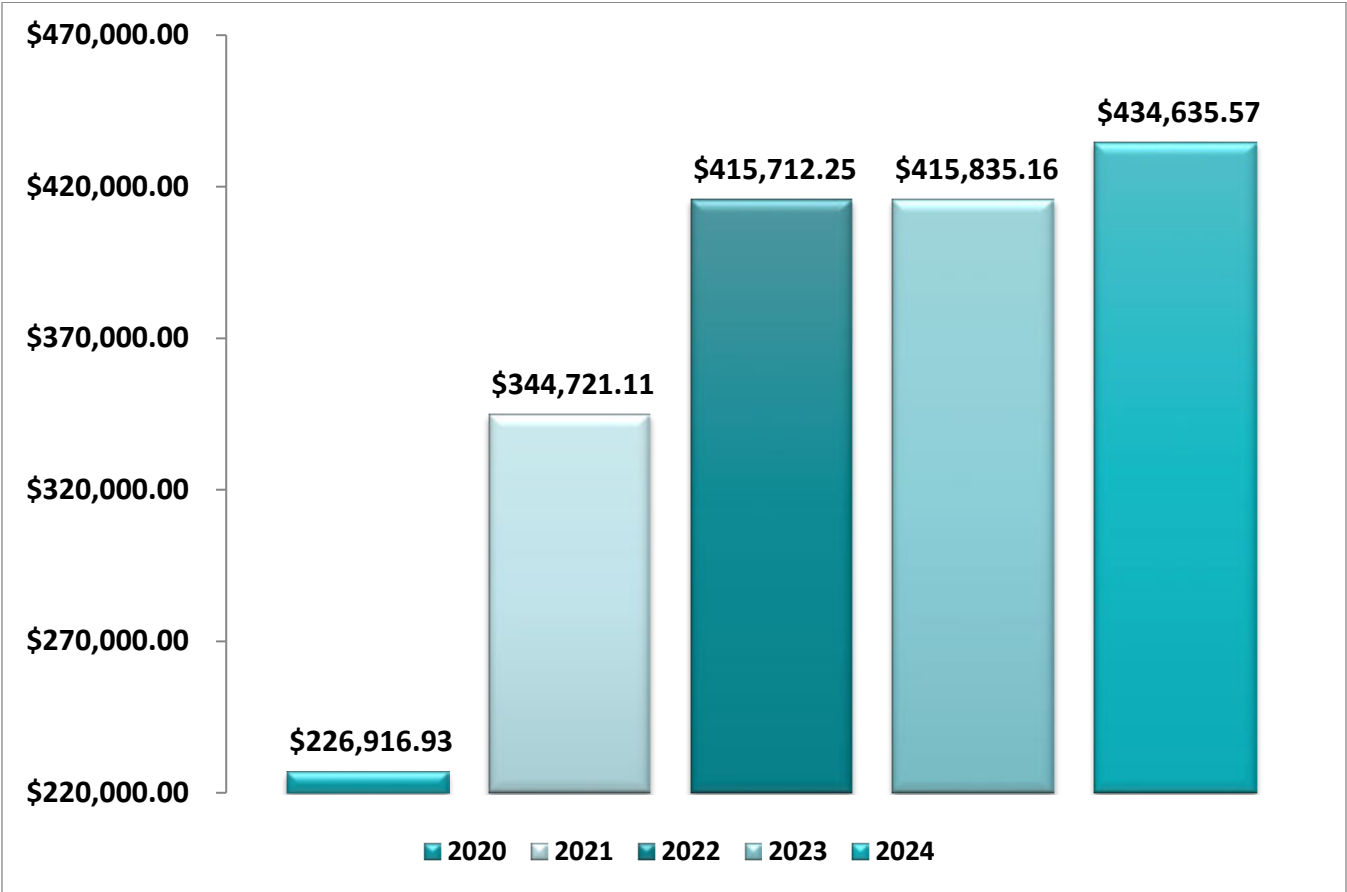
The benchmarks include:

- **Motel Tax collected compared to prior years.**
- **Hotel/Motel Occupancy Report (Average Daily Rate, Occupancy).**
- **VisitRolla.com 5 Year Activity**
- **Number of visitors to the Visitor Center compared to prior years.**
- **Impact of tourism grant for a year (visitors/night stays).**

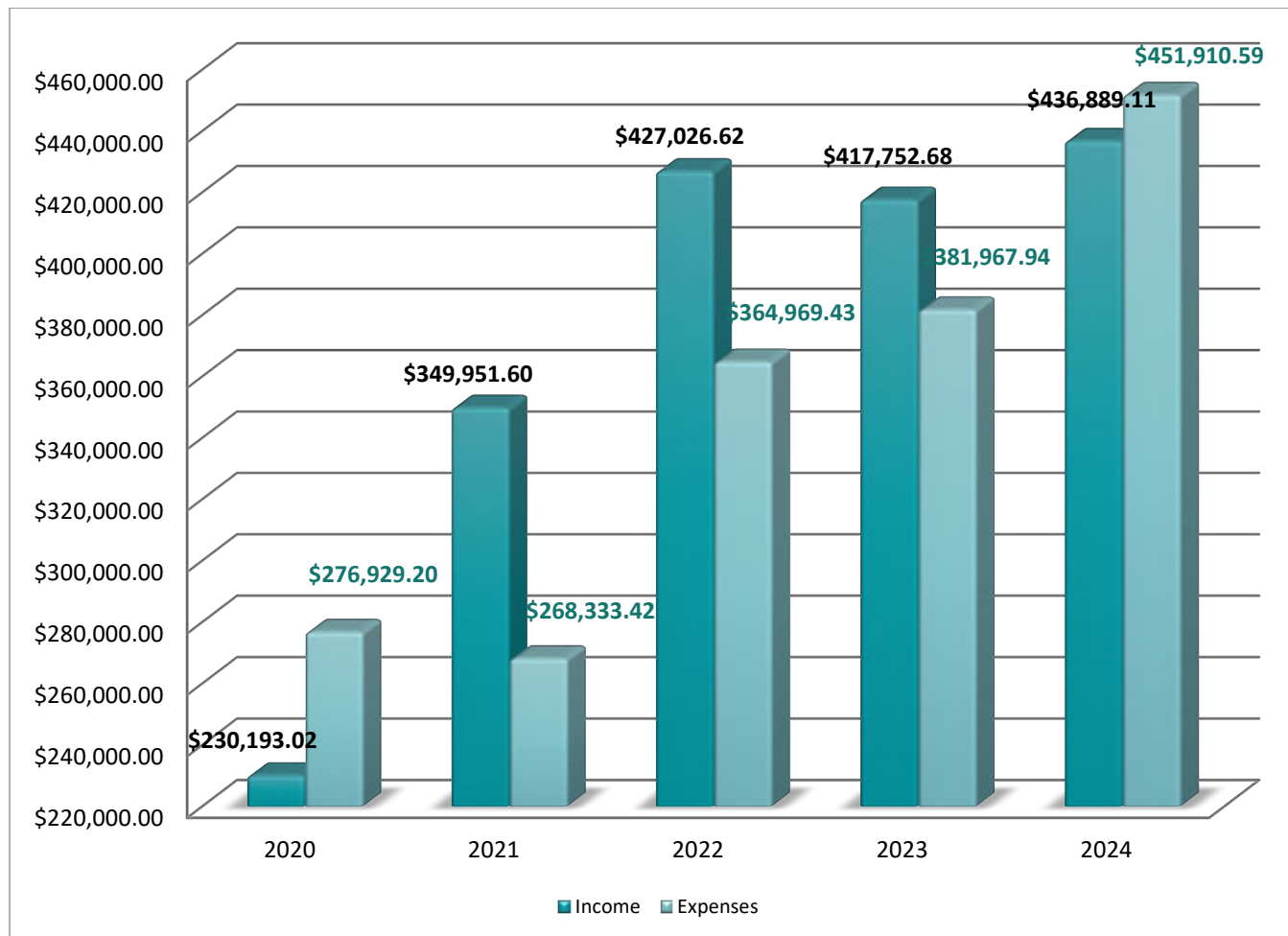
Motel Tax Performance

The following charts depict the share of the motel tax overseen by the Rolla Chamber of Commerce for tourism initiatives, amounting to 90% of the total tax collected by the City of Rolla. The remaining 10% of the tax is retained by the City of Rolla for services and administrative expenses related to tourism.

This chart illustrates the year-end amount collected over the past five years, representing 90% of the total revenue. The decrease in revenue for 2020 can be attributed to COVID-related travel restrictions.



This chart illustrates the year-end total income over the past five years, including Motel Tax and other forms of revenue, compared to overall expenses.



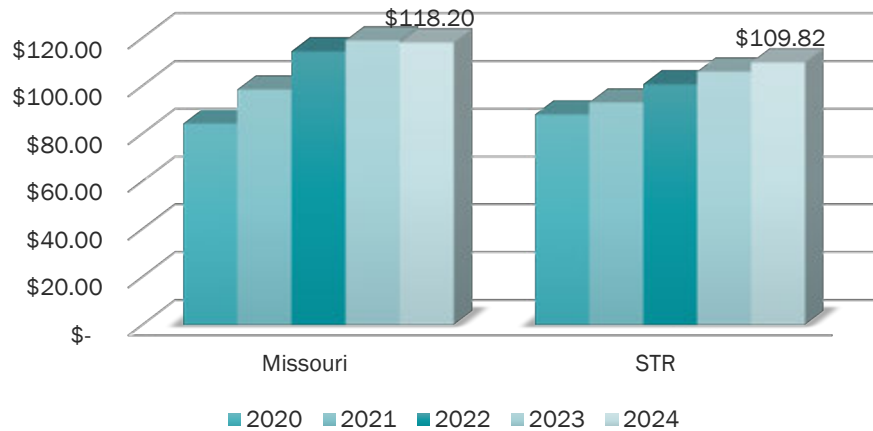
Lodging Performance

The data presented here is sourced from Smith Travel Research (STR), a service that the Rolla Area Chamber of Commerce (RACC) subscribes to. Chain hotels provide their figures to this service, which is considered a trusted source for reported information. Hotels utilize this data to monitor their performance and benchmark against their competitors. While STR provides information reported by local hotels, the specific identities of the reporting entities remain undisclosed. Additionally, STR furnishes data for the state.

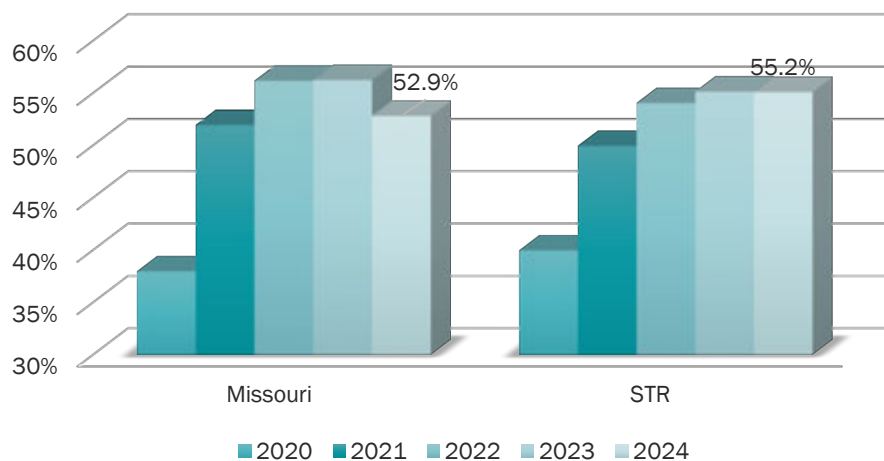
In the Average Daily Rate (ADR) Chart, you'll notice that the average daily rate for Rolla hotels falls just below the state average, making staying in Rolla comparatively affordable.

The Occupancy Chart indicates that the occupancy rate for Rolla hotels aligns with the state average, reflecting a typical occupancy rate when compared to the state.

Average Daily Rate Comparison



Monthly Occupancy Comparison



Website Stats

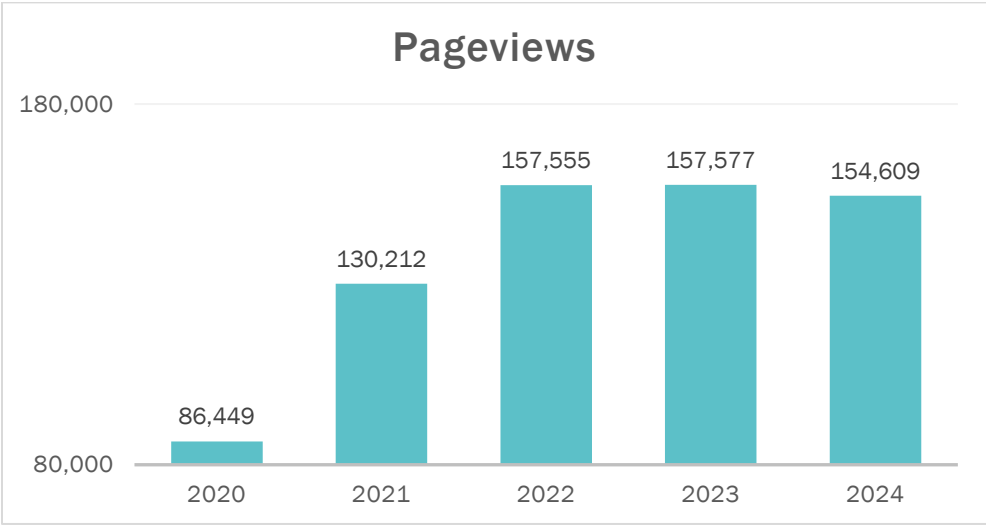
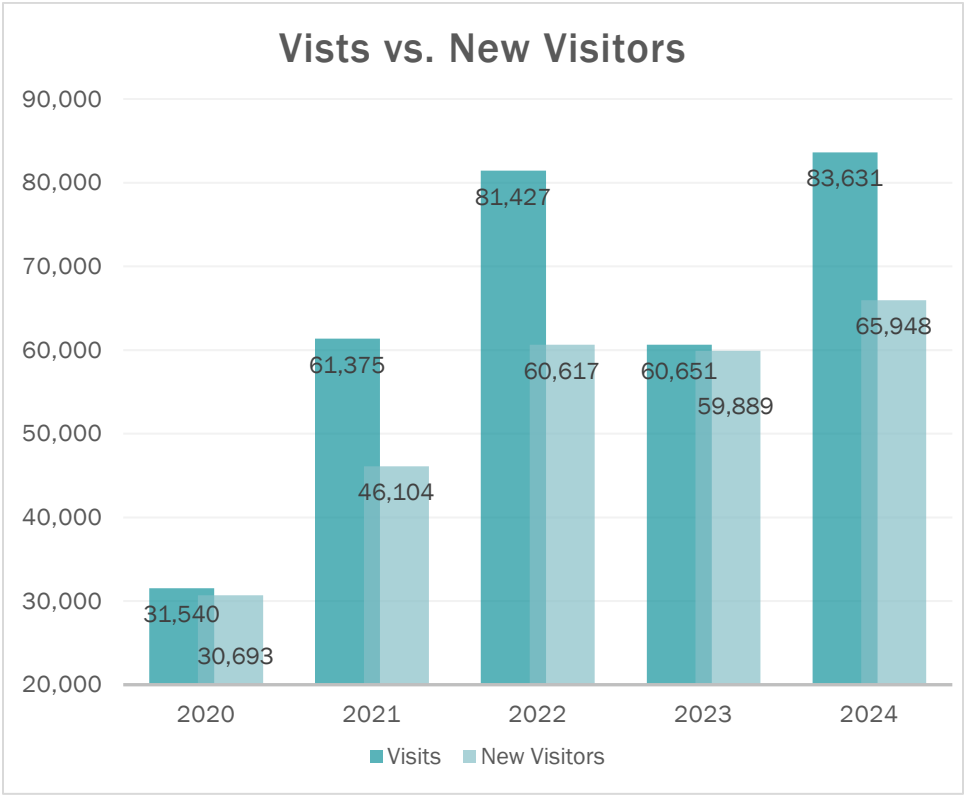
The data presented here is tracked for www.visitrolla.com using Google Analytics. VisitRolla.com serves as a popular platform for both travelers visiting the area and local residents. Notably, one of the most frequented pages on the site is the Calendar of Events. Our office diligently gathers information on all area events to enhance the website's ability to serve its visitors.

While the Calendar of Events stands out as the site's main attraction, VisitRolla.com also features sections highlighting lodging, attractions, restaurants, meeting rooms, and caterers.

In 2019, we partnered with Madden Media for Search Engine Marketing (SEM) to enhance site traffic, a collaboration that continues today.

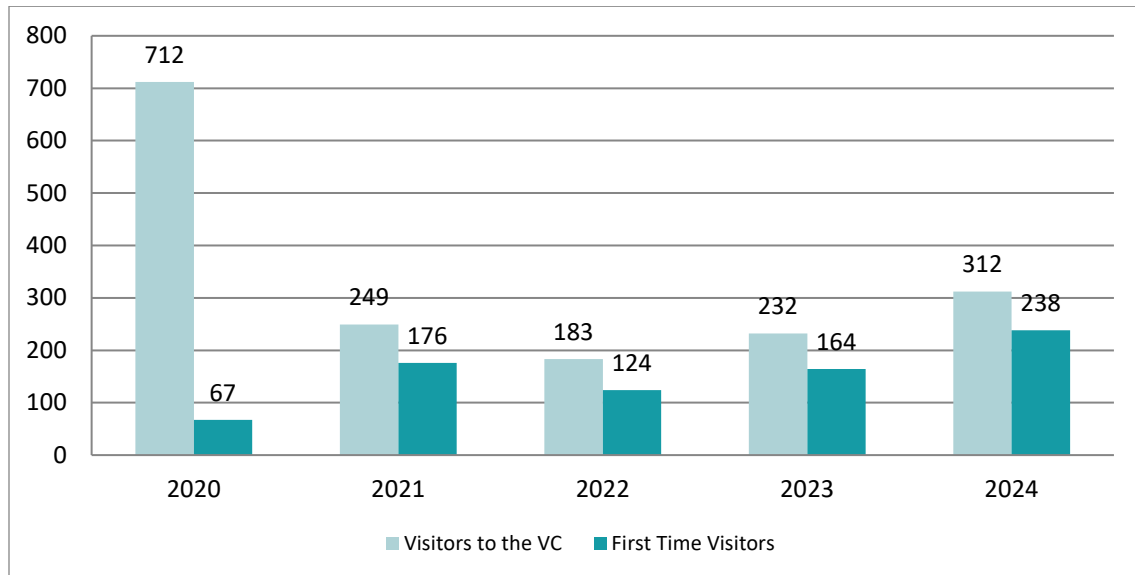
In 2023, we introduced a billboard on Hwy 63 South to boost site traffic. Additionally, during the same year, we provided local hotels with tent cards aimed at directing their guests to the website. In 2024, we added a billboard along I-44 near St. Clair that directs travelers to our website.

Our marketing initiatives continuously encourage visitors to explore our website for comprehensive information or offer direct links to the site.



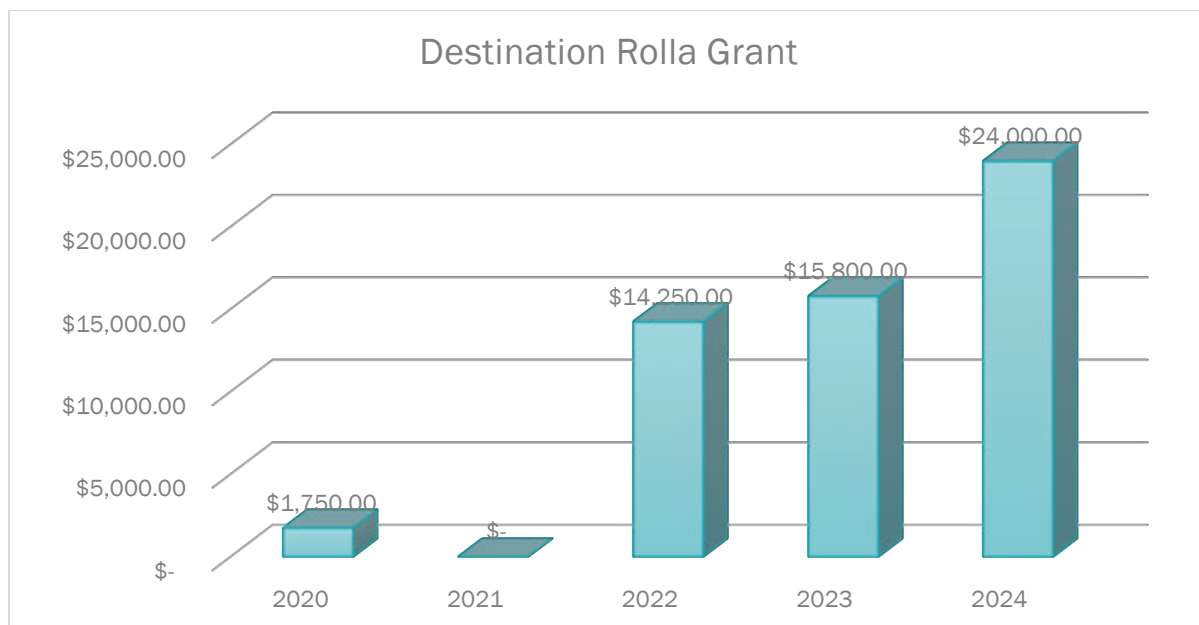
Visitor Center Performance

The data presented in this chart is tracked from our guest sign-in sheet located inside the Visitor Center.



Destination Rolla Grants

Annually, the RACC Board of Directors allocates funds for Grants aimed at enticing others to host their meetings and events in the Rolla area. However, due to decreased traffic in 2020 and 2021, no grants were awarded during those years. The grant program resumed in 2022 with several enhancements, making it more effective. In 2024, we increased our budget for these grants and plan to grow them even more in 2025.



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Public Hearing/First Reading

ITEM/SUBJECT: Petition for Creation of The Highlands Community Improvement District

TOTAL BUDGET APPROPRIATION: N/A to City

DATE: April 7, 2025

COMMENTARY:

The Highlands residential subdivision, a McBride Homes PUD, has petitioned the City to authorize a CID to help finance \$3.4 million of the \$10 million development project. The District would then levy an annual special assessment on each developed lot and home within the District ranging from \$500-\$800 per year depending on lot size. Public hearing notices were placed in Phelps County Focus on 3/20, 3/27 and 4/3 and mailed to the Mo Dept. of Revenue and the property owner of record, Rolla Land Strategy, LLC (required per RSMO 67.1421).

The Ordinance and Petition creates the Highlands Community Improvement District as a separate political subdivision of the State and designates the five-member District Board (includes the Mayor's appointment to same). Attorney Michael McMahon of Husch Blackwell representing McBride will attend the meeting on April 7th to answer questions.

Recommendation: First reading of the Ordinance approving the Highlands CID.

Note: Other District Board Members

Mr. Jake Eilermann – CEO McBride Homes

Mr. Jeff Todt – CEO McBride Homes

Ms. Andrea Templeton – Treasurer, McBride Homes

Ms. Jeannie Aumiller – President & General Counsel, McBride

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PETITION TO CREATE THE HIGHLANDS COMMUNITY IMPROVEMENT DISTRICT PURSUANT TO SECTIONS 67.1401 THROUGH 67.1571 OF THE REVISED STATUTES OF MISSOURI; CREATING THE HIGHLANDS COMMUNITY IMPROVEMENT DISTRICT AS A POLITICAL SUBDIVISION; DIRECTING THE CITY CLERK OF THE CITY OF ROLLA, MISSOURI TO REPORT THE CREATION OF THE COMMUNITY IMPROVEMENT DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT AND STATE AUDITOR; ESTABLISHING AN EFFECTIVE DATE; AND DIRECTING AND AUTHORIZING CITY OFFICIALS TO TAKE CERTAIN ACTIONS RELATED TO THE SAME

()

WHEREAS, pursuant to Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”), the City of Rolla, Missouri (the “City”) is authorized to create a community improvement district upon receipt of a petition duly filed with the City Clerk and conducting a public hearing on the same; and

WHEREAS, a petition to establish the Highlands Community Improvement District (the “District”) was duly filed with the City Clerk on March 17, 2025 (the “Petition”); and

WHEREAS, the City Clerk has verified that the Petition complies with the requirements of the CID Act; and

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act, was held at the City City Hall, 901 North Elm Street, Rolla, Missouri 65401 at 6:30 P.M. on April 7, 2025, by the City City Council (the “Council”); and

WHEREAS, the Council has reviewed the Petition and heard comments from all interested parties and supports approval of the Petition by Ordinance; and

WHEREAS, the Council has determined that the adoption of this Ordinance is in the best interest of the City and the health, safety, and welfare of its residents.

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

SECTION 1: The Petition to establish the Highlands Community Improvement District as a separate political subdivision of the State of Missouri in accordance with the CID Act, which Petition is attached hereto as **Exhibit A**, is hereby approved in its entirety.

SECTION 2: The District is hereby established for the purposes set forth in the Petition and shall have all the powers and authority authorized by the Petition and by the CID Act, including, but not limited to, the powers authorized by Section 67.1461 of the CID Act.

SECTION 3: Pursuant to Section 67.1521 of the CID Act, the District may, by resolution, levy a special assessment at the maximum rates and in the methods of assessment as set forth in the Petition, and in accordance with the CID Act.

SECTION 4: Pursuant to Section 67.1451.5 of the CID Act, the Mayor of the City of Rolla, Missouri hereby appoints and the Council hereby consents to the initial appointment of the Board of Directors of the District as follows:

Jake Eilermann	Four (4) Year Term
Jeff Todt	Four (4) Year Term
Andrea Templeton	Two (2) Year Term
Jeannie Aumiller	Two (2) Year Term
Louis J. Magdits	Two (2) Year Term

SECTION 5: Upon the effective date of this Ordinance, the City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development and the Missouri State Auditor the report specified in Section 67.1421.6 of the CID Act, by sending a copy of this Ordinance to said agency.

SECTION 6: The officers, agents, and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and available in order to carry out and perform the purposes of this Ordinance.

SECTION 7: The Mayor of the City of Rolla, Missouri is hereby authorized to take such action and to execute such documents as are necessary to carry out the intent of this Ordinance.

SECTION 8: This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 21ST DAY OF APRIL, 2025.**

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

Michael W. McMahon
Attorney

8001 Forsyth Boulevard, Suite 1500
St. Louis, MO 63105
Direct: 314.480.1986
Fax: 314.480.1505
michael.mcmahon@huschblackwell.com

COPY

March 14, 2025

VIA FEDEX

Lorri Powell
City of Rolla City Clerk
901 North Elm Street
Rolla, MO 65401

Re: Petition to Establish the Highlands Community Improvement District

Dear Ms. Powell:

Please find enclosed for your review and determination of its compliance with the Community Improvement District Act, RSMo. § 67.1401 *et seq.*, a Petition to Establish the Highlands Community Improvement District.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Michael W. McMahon

Enclosure

cc: John Butz (VIA EMAIL – jbutz@rollacity.org)
Nathan Nickolaus (VIA EMAIL – nnickolaus@laubermunicipal.com)
David Richardson (VIA EMAIL – david.richardson@huschblackwell.com)
Katie Jenner (VIA EMAIL – katie.jenner@huschblackwell.com)

**PETITION FOR CREATION
OF A
COMMUNITY IMPROVEMENT DISTRICT**

**UNDER THE COMMUNITY IMPROVEMENT DISTRICT ACT,
SECTIONS 67.1401 TO 67.1571 OF THE REVISED STATUTES OF
MISSOURI, AS AMENDED**

PETITION SUBMITTED TO: **City of Rolla, Missouri**

DATE OF PETITION: **March 14, 2025**

NAME OF THE PROPOSED DISTRICT: **The Highlands Community Improvement District (the “District”)**

Comes now the undersigned property owner representing more than fifty percent (50%) by assessed value of all real property within the boundaries of the proposed District and more than fifty percent (50%) per capita of all owners of real property within the boundaries of the proposed District (the “Petitioner”) requesting the establishment of a community improvement district as allowed under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

The Petitioner requests that the City Clerk of City of Rolla, Missouri (the “City”) review this Petition for Creation of a Community Improvement District (the “Petition”) to certify that it complies with the requirements of Section 67.1421.2 of the Act and contains all required information.

The Petitioner requests that the governing body of the City (the “City Council”) hold a public hearing in accordance with Section 67.1431 of the Act to receive public comments concerning the Petition.

The Petitioner requests that upon the conclusion of the required public hearing that an ordinance be adopted establishing the proposed District as a political subdivision granting it the powers as provided under the Act and other such powers as stated and requested within the Petition.

1. DESCRIPTION OF THE PROPOSED DISTRICT

A. Name of Proposed District

The name of the proposed District shall be **“The Highlands Community Improvement District”**.

B. Legal Description

The proposed District includes all of the real property (the “District Property”) legally described on Exhibit A, attached hereto and incorporated herein by reference. All District Property is contiguous as required under Section 67.1411 of the Act.

C. Boundary Map

A map illustrating the boundaries of the proposed District is set forth on Exhibit B, attached hereto and incorporated herein by reference (the “District Boundary Map”).

2. FIVE -YEAR PLAN

The five-year plan for the proposed District shall include, but is not necessarily limited to, the following:

A. Purposes of the Proposed District

The primary purpose of the proposed District is to provide a source of revenue to expend pursuant to an agreement with a private property owner under contract (the “Developer”) to undertake a project on behalf of the proposed District (the “Project”), which Project is expected to include the construction and installation of the following public improvements, which are the public improvements the proposed District will make:

- (a) Sidewalks, streets, traffic signs, drainage, water, storm and sewer systems, and other site improvements within the proposed District;
- (b) parks, lawns, trees, and any other landscape;
- (c) streetscape, lighting, benches or other seating furniture, trash receptacles, and barriers;
- (d) other public infrastructure usually found in new construction residential subdivisions, which constitute useful, necessary, and desired public improvements; and
- (e) any other public improvements that are useful, necessary, or desired public improvements as specified in this Petition or in any amendment to this Petition.

The Project may be completed in one or more phases. Additionally, other purposes of the proposed District are to:

- (f) Pledge its revenues (the “CID Revenues”) to one or more notes, bonds, or other obligations, which may be issued by the proposed District or another

public body (collectively, the “District Obligations”), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;

- (g) Enter into contracts or other agreements in order to complete or cause completion of the Project and other purposes of the proposed District;
- (h) Implement the Project;
- (i) Impose a special assessment in accordance with the Act (the “Special Assessment”); and
- (j) Exercise any authorized purpose of the proposed District pursuant to and in accordance with the Act.

B. Estimate of Costs of Improvements

The estimated costs of the Project’s improvements, to be incurred by or on behalf of the proposed District within five (5) years from the date of adoption of an ordinance creating the proposed District, are approximately \$3,400,491.92, which excludes the costs of issuance related to the issuance of any District Obligations. CID Revenues may also be used to finance professional fees and administrative expenses, underwriting, and issuance costs related to the District Obligations as set forth in the Act.

C. Anticipated Sources of Funds

The anticipated source of funds to pay the costs of the improvements to be made by the proposed District are the CID Revenues and the proceeds of any issuance of District Obligations.

D. Anticipated Term of Funding Sources

The anticipated term of the anticipated source of funds to be used to pay the costs of the improvements to be made by the proposed District are as follows:

- (a) for CID Revenues, twenty-seven (27) years; and
- (b) for proceeds of any issuance of District Obligations, no more than twenty (20) years from the date of issuance.

E. Powers

The proposed District shall have the powers provided for in the Act, subject to the limitations set forth herein.

F. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the proposed District and are subject to change.

2025

- Approval of ordinance establishing the proposed District.
- Effective date of the ordinance establishing the proposed District and appointment of its Board of Directors.
- Imposition of Special Assessment.
- Project commences.
- Collect and administer the Special Assessment.

2026

- Project continues.
- Collect and administer the Special Assessment.
- Issuance of District Obligations to the extent of completion of an applicable phase.
- Repayment of District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2027

- Project continues.
- Collect and administer the Special Assessment.
- Issuance of District Obligations to the extent of completion of an applicable phase.
- Repayment of District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2028

- Project continues.
- Collect and administer Special Assessment.
- Issuance of District Obligations to the extent of completion of an applicable phase.
- Repayment of District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

2029

- Project continues.
- Collect and administer Special Assessment.

- Issuance of District Obligations to the extent of completion of an applicable phase.
- Repayment of District Obligations, to the extent issued.
- To the extent necessary, provide support for the Project.

3. GOVERNANCE OF THE PROPOSED DISTRICT

A. Type of Proposed District

The proposed District shall be a political subdivision governed by a board of directors ("Board") and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The proposed District shall be governed by the Board, consisting of five (5) directors (the "Directors" and each a "Director"). In accordance with Section 67.1451 of the Act, if there are fewer than five (5) owners of real property located within the proposed District, the Board may be comprised of up to five (5) legally authorized representatives of any of the owners of real property located within the proposed District, except for that in the event there are no registered voters within the proposed District at the time this Petition is filed, one (1) director must meet the qualifications set forth in Section 67.1451.2(3) of the Act.

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board; and
- (c) be at least 18 years of age.

Each Director, during his or her term, shall also be an owner as defined in Section 67.1401.2(11) of the Act of District Property (or a legally authorized representative thereof), except for one (1) Director, who in accordance with Section 67.1451.2(3) of the Act shall instead, during his or her term, meet the following requirements:

- (d) reside within the City of Rolla, Missouri;

- (e) be qualified and registered to vote as set forth in Section 67.1451.2(3)(b) of the Act;
- (f) have no financial interest in any real property or business operating within the proposed District; and
- (g) not be a relative, within the second degree of consanguinity or affinity, to an owner of real property or business operating within the District.

3. Initial Board of Directors

Subject to appointment by the chief elected officer of the City (the “Mayor”) with the consent of the City Council in accordance with Section 67.1451.5 of the Act, the initial Directors to serve on the Board of Directors and their respective terms shall be:

Director:	Term:
Jake Eilermann	Four (4) Years
Jeff Todt	Four (4) Years
Andrea Templeton	Two (2) Years
Jeannie Aumiller	Two (2) Years
Louis J. Magdits	Two (2) Years

Except as stated herein, upon expiration of the terms of the initial Directors, successive Directors shall be appointed by the Mayor, from a slate approved by the Directors, with the consent of the City Council pursuant to the Act and this Petition.

4. Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the City Council according to a slate, approved by the Directors, submitted by the Mayor to the City Council.

5. Board Representation

In addition to the foregoing qualifications set forth in this Section 3.B, the Board representation shall meet the following requirements:

For so long as the Petitioner, the Developer or one of its affiliates, is an owner as defined in Section 67.1401.2(11) of the Act of District Property, the Developer shall have three (3) representatives on the Board.

- In the event the Petitioner or the Developer or one of its affiliates is no longer an owner as defined in Section 67.1401.2(11) of the Act

of District Property, then the homeowner's association established within the proposed District and which acquired real property from the Developer or one of its affiliates shall have three (3) representatives on the Board and the homeowner's association shall designate three (3) individuals named by the Developer as the homeowner's association's legally authorized representatives with respect to serving on the Board.

4. REAL PROPERTY TAXES

The proposed District shall have no power to levy a real property tax upon District Property pursuant to Section 67.1531 of the Act; as such, the maximum rate of real property taxes within the proposed District is zero.

5. SPECIAL ASSESSMENTS

In accordance with Section 67.1521 of the Act, the proposed District shall have the power to levy a Special Assessment upon District Property as follows:

A. Maximum Rates and Methods

The maximum rate of the Special Assessment and the method of assessment that may be proposed by petition are set out in the special assessment petition attached to this Petition as Exhibit C (the "Special Assessment Petition"), attached hereto and incorporated herein by reference. By execution of this Petition the Petitioner has executed the Special Assessment Petition and authorized the Special Assessment set out in the Special Assessment Petition.

Upon the City's adoption of an ordinance establishing the proposed District according to the Act and as provided in this Petition, the Petitioner shall present the Special Assessment Petition to the Board for its approval.

B. Levy of Assessments

The proposed District will establish four (4) classes of real property within the proposed District for purposes of the Special Assessment, which classes shall be distinguished by the typical minimum buildable lot width of each of the residential lots located within the proposed District as shown on the Plats (as hereinafter defined), to be distinguished as the "Class A Lots", the "Class B Lots", the "Class C Lots" and the "Class D Lots".

Reference is hereby made to that certain The Highlands Phase 1A plat that will be recorded in the office of the Recorder of Deeds of Phelps County, Missouri (the "Original Plat" and, taken together with all subsequent final recorded subdivision plats including all or any part of the District, collectively the "Plats" and each a "Plat"). The "Class A Lots" class consists of all residential lots labeled as an "A"

lot on the Plats approved by the City (the “A Class”). The “Class B Lots” class consists of all residential lots labeled as a “B” lot on the Plats approved by the City (the “B Class”). The “Class C Lots” class consists of all residential lots labeled as a “C” lot on the Plats approved by the City (the “C Class”). The “Class D Lots” class consists of all residential lots labeled as a “D” lot on the Plats approved by the City (the “D Class” and together with the A Class, the B Class and the C Class, each, individually, a “Class” and, collectively, the “Classes”).

Following the recording of a Plat, the Developer shall provide written notice of the Class designations of the residential lots depicted on such Plat to the proposed District. The Board may adopt rules and regulations that set forth additional qualifications or documentation necessary for the Board to classify the lots located within the District Property.

In accordance with the Act, the levy rate for each residential lot of property may vary. The method of imposing such Special Assessment on each residential lot within the proposed District shall be based upon the determination of (i) the type of Class and (ii) the initial issuance of an occupancy permit after completion of a dwelling unit (or equivalent documentation indicating a dwelling unit is ready for occupancy) on such residential lot (the “Initial Certificate of Occupancy”). The yearly rate of the Special Assessment for the Classes are as follows:

Class	Prior to issuance of Initial Certificate of Occupancy	After issuance of Initial Certificate of Occupancy
A Class	\$0	\$500
B Class	\$0	\$600
C Class	\$0	\$700
D Class	\$0	\$800

The Board shall notify the Assessor of Phelps County, Missouri (the “Assessor”) and the Collector of Revenue of Phelps County, Missouri (the “Collector”) of the Special Assessment rate for each residential lot located within the proposed District.

6. ASSESSED VALUE

As of the date of this Petition, the Petitioner owns the District Property consisting of tax Parcels No. 71-10-4.2-18-032-007-001.000, No. 71-10-4.2-19-021-001-001.000, No. 71-10-4.2-19-022-001-001.000 and No. 71-10-4.2-19-001-002-001.000. The total assessed value of the District Property is \$2,870.00.

7. SALES AND USE TAX

The proposed District shall have no power to submit a sales and use tax to the qualified voters of the proposed District for approval; as such, the maximum rate of sales and use tax imposed by the proposed District within the proposed District is zero.

8. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the proposed District, including the District Property.

9. LIFE OF PROPOSED DISTRICT

The Petitioner requests that the proposed District exist for a maximum of twenty-seven (27) years from the effective date of the ordinance approving this Petition as provided in Section 67.1481.1 of the Act.

10. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

11. LIMITATIONS ON BORROWING CAPACITY AND REVENUE OF DISTRICT

The proposed District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to and complete such improvements as are necessary and desirable to the proposed District. The proposed District shall have the authority, as set forth above, to levy the Special Assessment in accordance with the Act in order to generate revenue for the proposed District. Petitioner does not seek to limit the borrowing capacity or type of revenue generation of the District, except as may otherwise be provided in this Petition. Petitioner anticipates the pledge of CID Revenues to District Obligations issued to fund the Project or other purposes of the proposed District as set forth in this Petition.

12. PROPOSED DISTRICT POWERS.

Except as limited by this Petition, there shall be no limitations on the proposed District's powers and the proposed District shall have all powers granted under the Act.

[Remainder of page intentionally left blank. Signature page to follow]

Signature Page for Petition for Creation of a Community Improvement District

The undersigned requests that the City Council of the City establish and authorize the creation of the proposed District pursuant to the preceding Petition.

Name of Owner:	Rolla Land Strategy, LLC
Owner's Telephone Number:	636-537-2000
Owner's Mailing Address	17415 North Outer Forty Road Chesterfield, MO 63005
Owner Entity Type:	Missouri limited liability company
Name of Signer:	Jeffrey Todt
Basis of Legal Authority to Sign:	Authorized Representative
Signer's Telephone Number:	636-537-2000
Signer's Mailing Address	17415 North Outer Forty Road Chesterfield, MO 63005

The map (see Exhibit B), tax parcel identification numbers and assessed value of the tax parcels owned:

Tax Parcel	Address	Assessed Value		
		Land	Imp.	Total
71-10-4.2-18-032-007-001.000	5.8 acres FRC S1/2 LOT 1 SW, FRC S1/2 SE	\$130.00	\$0	\$130.00
71-10-4.2-19-021-001-001.000	64.78 acres N1/2 LOT 1 NW, FRC S1/2 LOT 1 NW	\$1,330.00	\$0	\$1,330.00
71-10-4.2-19-022-001-001.000	4.14 acres FRC N1/2 LOT 2 NW	\$60.00	\$0	\$60.00
71-10-4.2-19-001-002-001.000	72.56 acres FRC NW NE, FRC, SW NE	\$1,350.00	\$0	\$1,350.00

By executing this Petition, the undersigned represents and warrants that she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that she has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk.

Rolla Land Strategy, LLC,
a Missouri limited liability company

By: [Signature]
Name: Jeffrey Todt
Title: Authorized Representative

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

Before me personally appeared Jeffrey Todt, an authorized representative of Rolla Land Strategy, LLC, a Missouri limited liability company, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that she executed the same for the purposes therein stated.

WITNESS my hand and official seal this 14th day of March, 2025 in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public
Printed Name: Liz Rosario

My Commission Expires:

2/20/2026

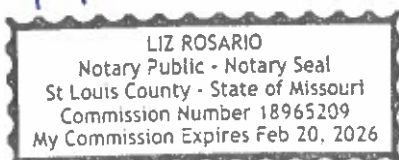


EXHIBIT A

DISTRICT LEGAL DESCRIPTION

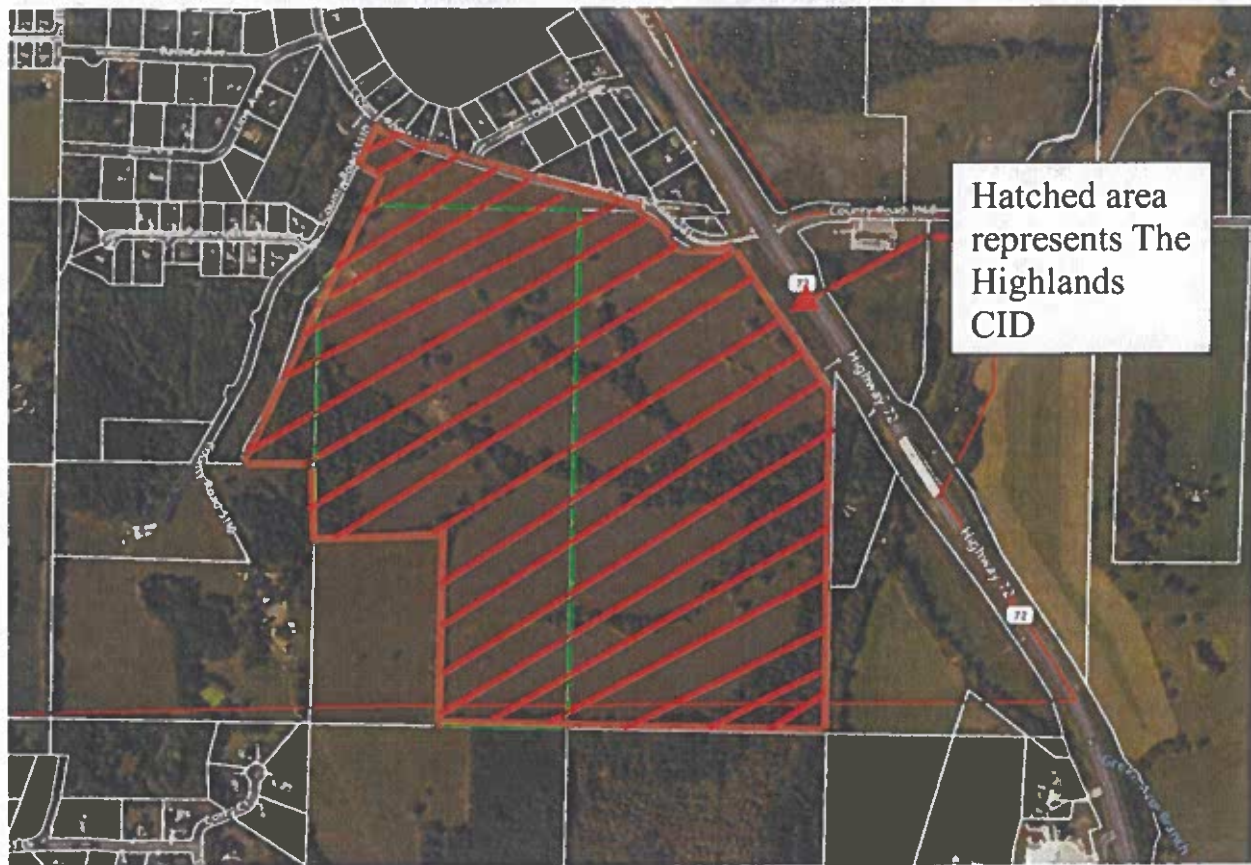
A tract of land being part of the South Half of Lot 1 of the Southwest Quarter, and part of the Southwest Quarter of the Southeast Quarter, all being in Section 18, and being part of the North Half of Lot 1 of the Northwest Quarter, part of the South Half of Lot 1 of the Northwest Quarter, part of the 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 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 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°43'07" 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 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 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, 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 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.

EXHIBIT B

DISTRICT BOUNDARY MAP



Please note the above depiction of the boundaries of The Highlands CID are approximate. As required by the CID Act, the precise boundaries are legally described in Exhibit A to the Petition for Creation of a Community Improvement District for The Highlands Community Improvement District.

EXHIBIT C

SPECIAL ASSESSMENT PETITION

Petition for Levy of Special Assessment

In accordance with the Act, as defined in the petition establishing the District (the "Petition"), The Highlands Community Improvement District (the "District") shall be authorized to levy a special assessment (the "Special Assessment") against real property benefited within the District for the purpose of providing revenue for costs incurred by the District for completion of the Project, as defined in the Petition, in the District.

The Special Assessment may be levied against each Class (as hereinafter defined) within the District, which Classes (as hereinafter defined) receive special benefit as a result of the Project. The cost of the Project shall be allocated among each of the Classes, based upon the schedule set forth below. For purposes of the Special Assessment there will be four (4) Classes within the District, which Classes shall be distinguished by the typical minimum lot width of each of the residential lots located within the proposed District as shown on the Plats (as defined in the Petition) approved by the City of Rolla, Missouri (the "City"), to be distinguished as: the "Class A Lots", the "Class B Lots", the "Class C Lots" and the "Class D Lots". Following the recording of a Plat, the Developer (as defined in the Petition) shall provide written notice of the Class designations of the residential lots depicted on such Plat to the proposed District. The "Class A Lots" class consists of all residential lots labeled as an "A" lot on the Plats approved by the City (the "A Class"). The "Class B Lots" class consists of all residential lots labeled as a "B" lot on the Plats approved by the City (the "B Class"). The "Class C Lots" class consists of all residential lots labeled as a "C" lot on the Plats approved by the City (the "C Class"). The "Class D Lots" class consists of all residential lots labeled as a "D" lot on the Plats approved by the City (the "D Class" and, together with the A Class, the B Class and the C Class, each, individually, a "Class" and, collectively, the "Classes"). The board of directors of the District (the "Board") may adopt rules and regulations that set forth additional qualifications or documentation necessary for the Board to classify the residential lots located within the District Property.

The method of imposing such Special Assessment for each residential lot within the proposed District shall be based upon (i) the determination of each tax parcel of property within the District as part of the A Class, B Class or C Class, and (ii) the issuance of the Initial Certificate of Occupancy (as defined in the Petition). The rates of the yearly Special Assessment for each of the Classes are as follows:

Class	Prior to issuance of Initial Certificate of Occupancy	After issuance of Initial Certificate of Occupancy
A Class	\$0	\$500
B Class	\$0	\$600
C Class	\$0	\$700
D Class	\$0	\$800

The District's authorization to levy the yearly special assessment set forth herein shall expire at a maximum of twenty-seven (27) years from the effective date of the ordinance approving the Petition.

The properties located in the District that will receive special benefit from the Project are as set forth below:

Tax Parcel	Address	Assessed Value		
		Land	Imp.	Total
71-10-4.2-18-032-007-001.000	5.8 acres FRC S1/2 LOT 1 SW, FRC S1/2 SE	\$130.00	\$0	\$130.00
71-10-4.2-19-021-001-001.000	64.78 acres N1/2 LOT 1 NW, FRC S1/2 LOT 1 NW	\$1,330.00	\$0	\$1,330.00
71-10-4.2-19-022-001-001.000	4.14 acres FRC N1/2 LOT 2 NW	\$60.00	\$0	\$60.00
71-10-4.2-19-002-001.000	72.56 acres FRC NW NE, FRC, SW NE	\$1,350.00	\$0	\$1,350.00

[Remainder of page intentionally left blank. Signature page to follow]

Signature Page for The Highlands Community Improvement District
Special Assessment Petition

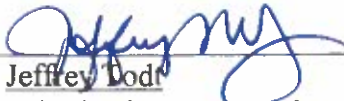
Name of Owner:	Rolla Land Strategy, LLC
Owner's Telephone Number:	636-537-2000
Owner's Mailing Address	17415 North Outer Forty Road Chesterfield, MO 63005
Owner Entity Type:	Missouri limited liability company
Name of Signer:	Jeffrey Todt
Basis of Legal Authority to Sign:	Authorized Representative
Signer's Telephone Number:	636-537-2000
Signer's Mailing Address	17415 North Outer Forty Road Chesterfield, MO 63005

The map (see Exhibit B of the Petition), tax parcel identification numbers and assessed value of the tax parcels owned:

		Assessed Value		
Tax Parcel	Address	Land	Imp.	Total
71-10-4.2-18-032-007-001.000	5.8 acres FRC S1/2 LOT 1 SW, FRC S1/2 SE	\$130.00	\$0	\$130.00
71-10-4.2-19-021-001-001.000	64.78 acres N1/2 LOT 1 NW, FRC S1/2 LOT 1 NW	\$1,330.00	\$0	\$1,330.00
71-10-4.2-19-022-001-001.000	4.14 acres FRC N1/2 LOT 2 NW	\$60.00	\$0	\$60.00
71-10-4.2-19-001-002-001.000	72.56 acres FRC NW NE, FRC, SW NE	\$1,350.00	\$0	\$1,350.00

By executing this Special Assessment Petition the undersigned represents and warrants that she is authorized to execute this Special Assessment Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that she has received a copy of the Special Assessment Petition, has read the Special Assessment Petition, and authorizes this signature page to be attached to the original Special Assessment Petition to be filed with the Board of Directors of The Highlands Community Improvement District.

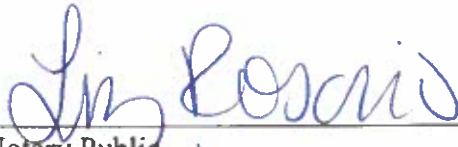
Rolla Land Strategy, LLC,
a Missouri limited liability company

By: 
Name: Jeffrey Todt
Title: Authorized Representative

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

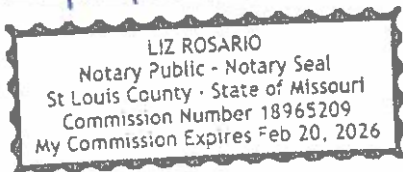
Before me personally appeared Jeffrey Todt, an authorized representative of Rolla Land Strategy, LLC, a Missouri limited liability company, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that she executed the same for the purposes therein stated.

WITNESS my hand and official seal this 14th day of March, 2025 in the County and State aforesaid, the day and year first above written.


Notary Public
Printed Name: Liz Rosano

My Commission Expires:

2/20/2026



V.A.22

HUSCH BLACKWELL

Katie Jenner
Partner

8001 Forsyth Boulevard, Suite 1500
St. Louis, MO 63105
Direct: 314.345.6255
Katie.Jenner@huschblackwell.com

Michael W. McMahon
Associate

8001 Forsyth Boulevard, Suite 1500
St. Louis, MO 63105
Direct: 314.480.1986
Michael.McMahon@huschblackwell.com

MEMORANDUM

Date: February 17, 2025

To: City of Rolla ("City") Mayor and Members of the City Council
John Butz, City Administrator
Nathan Nickolaus, Counsel to City

From: Katie Jenner
Michael W. McMahon
Husch Blackwell LLP, Counsel to Rolla Land Strategy, LLC ("Developer")

Re: The Highlands CID

I. Background

In March, the Developer of the Highlands residential subdivision will submit to the City a Petition for Creation of the Highlands Community Improvement District ("Petition"). The Petition will be signed by the property owner representing 100% by assessed value and per capita of all real property within the bounds of the proposed Highlands Community Improvement District (the "District" or the "CID"). Per the Missouri Community Improvement District Act (the "CID Act") the City is required to hold a public hearing to consider the creation of the District after finding the Petition complies with the provisions of the CID Act.

II. Why is a CID being requested?

Developer will incur over \$10 million in costs to construct and install various public improvements, including sanitary sewers, storm sewers, water infrastructure, and streets, for the Highlands subdivision (the "Subdivision"). The CID will assist by funding a portion of these costs to construct and install various public infrastructure improvements and related development costs within the District. The Developer estimates the CID will fund approximately \$3.4 million of eligible costs, out of a total estimated cost of over \$10 million for public infrastructure improvements to be installed for the Subdivision. The remainder of the costs will be borne by the Developer.

HUSCH BLACKWELL

III. How will the CID work?

The District will levy upon lots within the District an annual special assessment, which will be collected by the County Collector, the proceeds of which will help fund the public infrastructure improvements mentioned above. Based on the lot classes shown in the plat for the Subdivision, the CID will levy four classes of special assessments in the amount of \$500, \$600, \$700 or \$800 on each residential lot in the Subdivision. Homeowners wishing to buy a home in the District will be fully informed of and provided disclosures at time of Contract and prior to closing on their home informing them of the existence of the District and the amount of the special assessment. Further, a memorandum will be recorded in the land records giving notice to title companies and future buyers of the special assessment.

Upon completion of the improvements by the Developer, and after submission of evidence of costs incurred, the CID will issue the Developer or its affiliate a promissory note ("Note") in the amount of the proved-up costs of the public infrastructure improvements. The Note is a special obligation of the CID only, and the CID Act provides that the Note shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, and is not a general obligation of the CID or the City. If the Note is not repaid on its maturity date (20 years from issuance), it simply expires, and the noteholder cannot recover any unpaid balance that remains. However, it is projected that the CID will be able to pay off the principal balance on the Note on or before the maturity date.

The life of the CID itself is limited in term: it will terminate upon payoff of the Note or 27 years from the date on which the Council approves the Petition, whichever is sooner.

IV. How are homeowners protected?

The special assessments levied by the CID do not change over time, and remain in the same fixed amount each year, providing predictability to homeowners. The Developer cannot unilaterally alter the assessments or the termination timeline once the Petition has been approved.

Additionally, the City will have one seat on the CID's 5-member board of directors, and another seat will be reserved for a homeowner representative once the Subdivision is complete and the Developer no longer owns property in the CID's boundaries.

COPY

March 17th, 2025

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Rolla Land Strategy, LLC
17415 N. Outer 40 Road
Chesterfield, MO 63005-1230

Re: Notice of Public Hearing – Highlands Community Improvement District

Dear Property Owner:

Enclosed please find a Notice of Public Hearing before the City Council of the City of Rolla, Missouri regarding a Petition to Establish the Highlands Community Improvement District (the "District"). Your property lies within the District.

If you have any questions, please contact this office.

Sincerely,



John Butz, City Administrator

Enclosure: Notice of Public Hearing

Map of District



Please note that the boundaries depicted above are approximate. As required by the CID Act, the precise boundaries of the proposed District are legally described in the Petition.

CITY OF ROLLA

CITY COUNCIL SESSION AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Welcome and Wayfinding Signage Design

BUDGET APPROPRIATION (IF APPLICABLE) - \$60,000 **DATE: 4-7-25**

COMMENTARY:

The City received a grant from the State of Missouri Division of Tourism for Welcome and Wayfinding Signage in the amount of \$30,000. Staff requested qualifications from interested design firms for the design of this signage in Pine Street / Downtown area. At the March 3rd meeting council selected Cochran Engineering to complete this design.

Staff negotiated a scope and fee for this project and the proposed contract is included in the packet. This contract would prepare a conceptual design for 3 locations (Bishop Ave/Pine intersection, NE corner of Bishop/Kingshighway intersection, and the 12th/Pine intersection) and general wayfinding and streetscape improvements in the downtown area. The consultant would also complete a final design of the 12th/Pine intersection.

Staff recommends the final reading of an ordinance authorizing the Mayor to enter into the contract with Cochran Engineering for Welcome and Wayfinding Signage Design.

V.B.1

ITEM NO.

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.

V.B.3

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

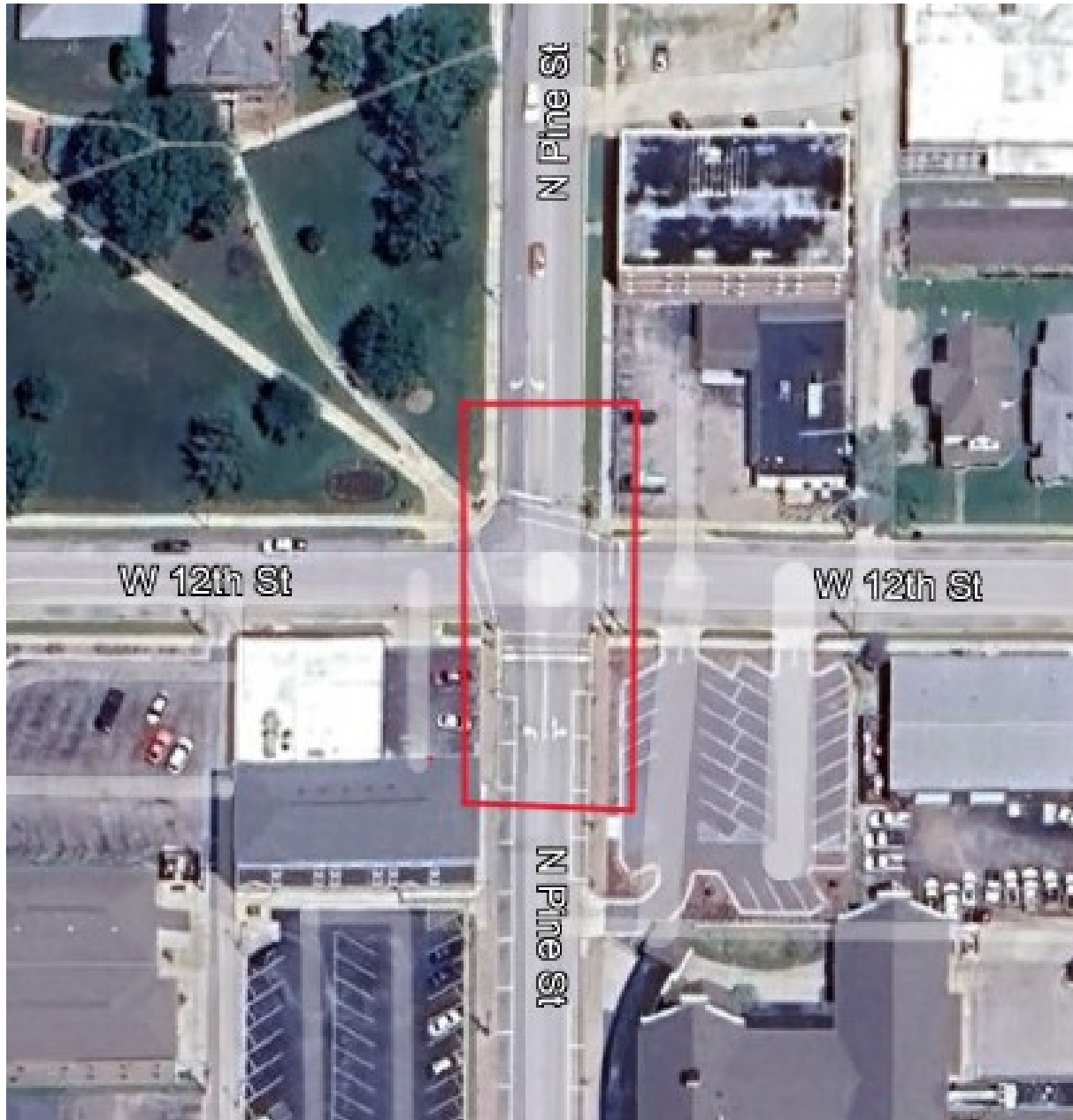
Acceptance:
City of Rolla

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.**

**CITY OF ROLLA
CITY COUNCIL SESSION AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Signal Design for 10th & Holloway Intersection

BUDGET APPROPRIATION - \$80,000

DATE: 04-07-25

COMMENTARY:

The signal equipment at the intersection of 10th and Holloway has reached the end of its useful life. Staff is proposing to engage a consultant to design a new set of signals and prepare plans for construction at this location. This design work was included in the current budget. Funds for the construction at this intersection would then be included in the 2025-2026 budget year.

Eight consultants were evaluated and Olsson, Inc., from Springfield was selected based on qualifications. Staff is requesting a first reading of the ordinance authorizing the Mayor to enter into a contract with Olsson, Inc., for \$ 92,557.60.

ITEM NO. VI.A.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND OLSSON, INC. FOR PROFESSIONAL SERVICES FOR SIGNAL IMPROVEMENTS AT 10TH & HOLLOWAY STREETS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Agreement between the City of Rolla, Missouri and Olsson, Inc., for professional services for Signal Improvements at 10th & Holloway Streets, 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 21st DAY OF APRIL 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

March 27, 2025

City of Rolla, MO
Attn: Darin Pryor
901 N Elm Street
Rolla, MO 65401

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Signal Improvements at 10th Street & Holloway Street (the "Project")

This project will replace the existing span wire signals with new signal poles. ADA curb ramps will be replaced and new ADA push buttons installed. Project will include signal warrant analysis and signal timing.

Dear Mr. Pryor:

It is our understanding that the City of Rolla ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon Notice to Proceed (NTP)
Anticipated Completion Date: 240 days after NTP

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.1, and all actual reimbursable expenses in accordance with the direct expenses as outlined in Exhibit B attached to this agreement. Survey 2-Man Crew will be billed at a rate \$185/hr. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed Ninety-Two Thousand Five Hundred Fifty-Seven Dollars and Sixty Cents (\$92,557.60).

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Darin Pryor.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson, 550 E. St. Louis Street, Springfield, MO 65806. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Jonathan Peitz, PE
Associate Project Manager

By _____
Reid Catt, PE
Senior Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Rolla

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Exhibit A – Project Location Map & Survey Limits

Exhibit B – Fee Breakout Table

General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated _____ between City of Rolla ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 10th Street and Holloway Street

Project Description: This project will replace the existing span wire signals with new signal poles. ADA curb ramps will be replaced and new ADA push buttons installed. Project will include signal warrant analysis and signal timing.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 - Project Management & Coordination

Task 101 – General Project Coordination

The Consultant Project manager will serve as point of contact, maintain project schedule and budget, be responsible for coordination work City and impact utility companies. Olsson will conduct a project initiation meeting with stakeholders to refine project scope, review the project site, identify specific goals, establish schedule for completion, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting. Assumes 4 virtual meetings with client.

Phase 200 – Boundary & Topographic Survey

Task 201 –Survey Data Collection

Olsson will collect Boundary & Topographic Survey Data of the subject area generally located at the intersection of Holloway and 10th Street (Hwy BB) and will include the rights-of-way of Holloway St. approximately 140' N and 140' South of the intersection of 10th Street and the rights-of-way of 10th Street (Hwy BB) approximately 200' West and 550' East of Holloway St. (for sight distance evaluation) along with the boundaries of the adjacent parcels within the limits as generally shown in the attached Exhibit A, in the City of Rolla, Phelps County, Missouri. The Boundary Survey Data shall conform to the current Missouri Standards for Property Boundary Surveys and shall depict easements of record as shown on a current Title Search (client provided). The Topographic Survey area will include the subject highlighted area and depict contours at a 1' vertical interval, all physical improvements including driveways, fencing, vegetation outlines, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–Central Zone-US Survey foot.

Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call utility locater. Utility mapping is not exact,

and it is possible that not all utility lines will be located. Olsson is not responsible for mismarked or unmarked utilities.

Fee assumes the client will provide title searches. If needed, Olsson can provide title searches for a fee of \$350.00/parcel.

Task 202 – Easement and Right-of-Way Preparation

Olsson will prepare up to 8 easement and/or right-of-way documents (4 right-of-way and 4 temporary construction). One easement and/or right-of-way document will consist of an Exhibit A (description) and an Exhibit B (sketch).

Task 203 – Easement and Right-of-Way Staking

Olsson will stake the proposed right-of-way and/or temporary construction easement one time. Stakes and nails will be set every 40'-50', at bends and property lines as necessary.

Phase 300 – Traffic Memorandum

Task 301 – Traffic Memo

The CONSULTANT shall review existing traffic counts and sight distance to determine appropriate lane configuration and left-turn phasing prior to design. The CITY shall provide current traffic count data and signal timings at the intersection of 10th Street and Holloway Street. Sight distance to be field-reviewed by the CONSULTANT.

The CONSULTANT shall complete an existing conditions Synchro model and review capacity analysis for three (3) time periods: weekday AM peak, weekday PM peak, and Off-peak traffic volumes. Off-peak timeframe will be determined after a review of the traffic counts but is likely to include either the weekday midday or weekend peak. Basic signal timing parameters will be determined based on this analysis, which will include recommendations for:

- a) Min Green, Max Green, Passage, Yellow, and All Red timings for each movement, and
- b) Walk and Don't Walk timings for pedestrians

Recommended lane configuration will be determined based on a review of capacity analysis and turn lane warrant results.

Left-turn phasing will be determined based on a review of capacity analysis, sight distance, and left-turn phasing warrants using FHWA recommended practices based on traffic volume data. No Crash Data will be reviewed as part of this memorandum.

The CONSULTANT shall prepare a Traffic Memorandum summarizing the analysis results and recommendations for travel lanes, left-turn phasing, and base signal timing parameters.

Phase 400 – Public Roadway Design

Task 401 – Roadway Plans

Olsson will prepare design plans for the intersection project based on MoDOT Design Standards and City of Rolla standards as applicable. Plans will be prepared and submitted for the 30%, 60% 90% and Final PS&E stage with plan development progressing at each

submittal. These plans will be submitted to City of Rolla for review and approval. The final plans will include the following sheets:

- Title Sheet
- Survey Control and Alignment Sheet
- Demolition Plan
- Typical Sections
- Roadway Plan Sheets
- ADA
- Traffic Signal Plan Sheets (see below)
- Signing and Pavement Marking (see below)

Task 402 – Pavement Marking & Signing

Olsson will design pavement marking and signing for the roadway improvements corresponding to MoDOT and MUTCD standard practice for typical applications. This design will include the crosswalks and intersection markings/signs in the immediate vicinity of the intersection in need of replacement.

Task 403 – Traffic Signal Design

Olsson will incorporate the findings of Phase 300 for the traffic signal design. Lighting at the intersection will be reviewed based on standard MoDOT practices and coordinated with overhead utility presence to determine availability of luminaires to be placed on combination signal pole equipment. No stand-alone lighting poles or equipment are anticipated with this signal design. Traffic signal design will be based on MoDOT standards and findings of Phase 300 Traffic Memo.

Task 403 – Temporary Traffic Control Design

Olsson will include temporary traffic control sheets to facilitate the roadway design and signal improvement construction.

Task 404 – Quality Control

Olsson will conduct internal quality control review.

Task 405 – Opinion of Probable Cost (OPC)

Olsson will prepare an OPC of project construction work.

BIDDING SERVICES

Phase 500 – Bid Phase Services – N/A

CONSTRUCTION SERVICES

Phase 600 – Construction Phase Services – N/A

Project Assumptions: We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in digital format only.
- Other utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities or by supplemental agreement.

- Pavement design for the project will match existing pavement section or as provided by the city and will not be independently developed or evaluated by Olsson.
- Project disturbance will be less than 1-acre, therefore a SWPPP will not be required.
- Permitting and mitigation fees will be paid by the client (as required).
- Olsson will provide the client with electronic copies of the plans.
- Quantity summary tables will not be required on the plans.
- City to provide available traffic data including traffic counts and existing signal timings.
- Traffic signal design will include the following components:
 - o Re-use existing GRIDSMAST detection system and battery backup.
 - o All other equipment to be replaced as new.
 - o Audible pushbuttons.
 - o MoDOT style TS1 cabinet with McCain controller.
 - o Flashing Yellow Arrow indications will be used for permitted left-turn movements.
 - o Street luminaires mounted on signal mast arm poles, where feasible.
 - o Special bicycle detection, signal timings, signal heads, or signage will not be included.
- Pavement markings are to include standard paint, not thermoplastic.
- Temporary Traffic Control sheets will utilize typical applications and general notes. Detailed temporary traffic control sheets or traffic/pedestrian detours will not be required.
- City to assist with power service provider coordination for the new traffic signal.

Exclusions: The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Utility design (electric, gas, comm/fiber, waterline, sanitary, etc.)
- Photometric Study & Lighting design
- CCTV and/or ITS Communications device layout/design
- Environmental investigation and permitting
- Geotechnical investigations
- Retaining wall and structural design
- Concrete pavement design or joint layouts
- Landscaping and irrigation design
- Hydrology, hydraulics, and enclosed storm system design
- Detention or water quality design
- Visualizations and 3D Renderings
- Attending and preparing for public meetings
- Bid documents
- Construction administration, testing, inspection, or observation
- As-built survey or plans
- Shop drawing review
- Real Estate Services:
 - o Final Form of Construction and Maintenance Agreement (or similar agreement for City's execution.
 - o Any related grants or easements or license
 - o Coordination of the Contractor's Right-of-Entry and associated insurance requirements, if necessary.
- Proposed signal timing information will be provided, but actual controller configuration and signal timing field implementation will be performed by others.

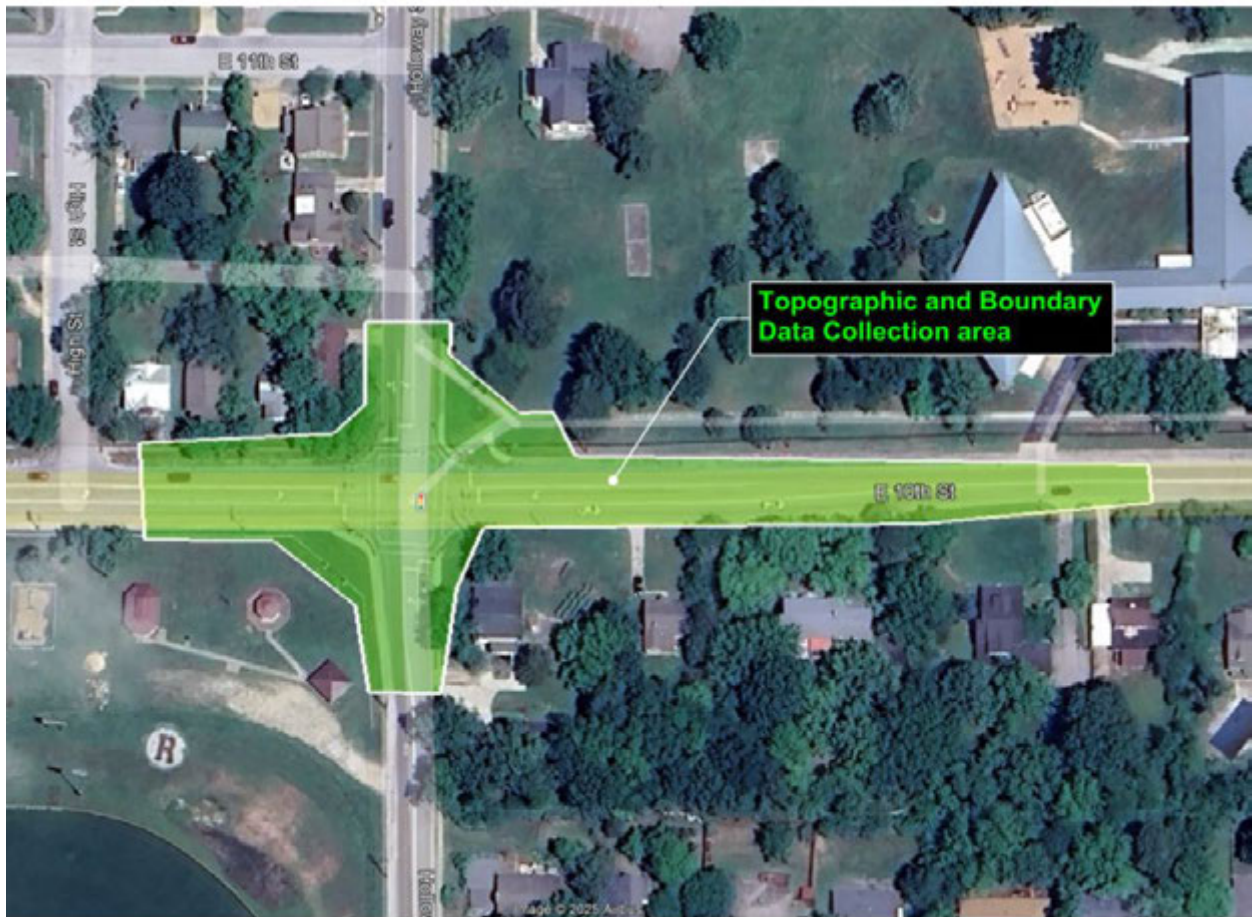
Any services not specifically detailed in the scope.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any.

Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Boundary & Topographic Area Exhibit



VI.A.11

Exhibit B (Engineering Services)
10th & Holloway

Olsson, Inc.
By: JWP

Task	Description	Hours	Direct Labor
100	Project Management & Coordination	32	\$ 6,550.00
200	Boundary & Topographic Survey	98	\$ 15,480.00
300	Traffic Memorandum	98	\$ 14,112.00
410	Preliminary Plans	174	\$ 22,479.00
420	ROW Plans	46	\$ 6,097.00
430	Final Plans	200	\$ 25,507.00
Total Hours		648	
Estimated Direct Labor Cost			\$ 90,225.00

Summary by Job Classification

Classification	Hours
Group Leader	9
Senior Engineer	97
Project Engineer	36
Associate Engineer	41
Asst. Eng/Designer	130
Senior Technician	265
2-Man Survey Crew	48
Senior Surveyor	22
Total	648

Subtotal (A) = \$ 90,225.00

Subconsultants (B)	DBE Contribution?	% of Contract	Fee
		0.00%	\$ -
		0.00%	Subtotal (B) = \$ -

Direct Expenses (C)

Plots	100 Plots @	\$ 0.50	=	\$50.00
Mileage	818 Miles @	\$ 0.700	=	\$572.60
Lodging	8 Days @	\$ 110.000	=	\$880.00
M&IE	10 per-day @	\$ 68.00	=	\$680.00
Misc (incidentals, postage, etc.)	1 LS @	\$ 150.00	=	\$150.00
Subtotal (C) = \$ 2,332.60				

ESTIMATED TOTAL FEE (Engineering Services) (A) + (B) + (C) = \$ 92,557.60

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Ordinance Prohibiting Public Urination and Defecation

BUDGET APPROPRIATION (IF APPLICABLE): \$ N/A

Date: April 7, 2025

Commentary:

An ordinance prohibiting public urination and defecation is important for several key reasons:

Public Health and Safety: Public urination and defecation can lead to the spread of harmful bacteria, viruses, and diseases. Waste in public spaces can contaminate the environment, water supplies, and soil, posing health risks to the general population. Proper sanitation helps prevent the transmission of diseases like cholera, dysentery, and hepatitis.

Environmental Protection: Human waste in public spaces can degrade the local environment. It can cause pollution, foul odors, and unsanitary conditions. Protecting public spaces from waste helps maintain clean and safe surroundings for everyone.

Aesthetic and Quality of Life: Public spaces should be clean and pleasant for people to use. Waste in public areas can create an unpleasant and unsafe environment, discouraging people from using parks, streets, and other public spaces.

Preserving Social Order and Respect: Public urination and defecation can disrupt social order and affect the comfort and dignity of the general public. An ordinance encourages respectful behavior in shared spaces, contributing to a sense of community and civility.

Preventing Property Damage: In some cases, public urination can damage infrastructure or lead to unpleasant situations for businesses and property owners. Public waste can stain or damage buildings, walkways, and other surfaces, leading to additional maintenance costs.

Overall, this ordinance is a practical and proactive measure to ensure public spaces remain safe, healthy, and accessible to everyone. It helps manage behaviors that could harm individuals and communities, while also promoting cleanliness and public well-being.

Recommendation:

First reading

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30 OF THE ORDINANCES OF THE CITY OF ROLLA, MISSOURI BY ADDING A NEW SECTION 30-49 TO ESTABLISH THE PROHIBITION OF PUBLIC URINATION OR DEFECATION.

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

SECTION 1: Chapter 30, Offences, is hereby amended by adding Section 49, to read as follows:

Sec. 30.49 Prohibition of Public Urination or Defecation

- A. It shall be unlawful for any person, regardless of gender, within the City to urinate or defecate in a place open to public view.

SECTION 2: This ordinance shall be in full force and effect from and after the time of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 21ST DAY OF APRIL 2025

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



**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: April 7, 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 7TH DAY OF APRIL 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

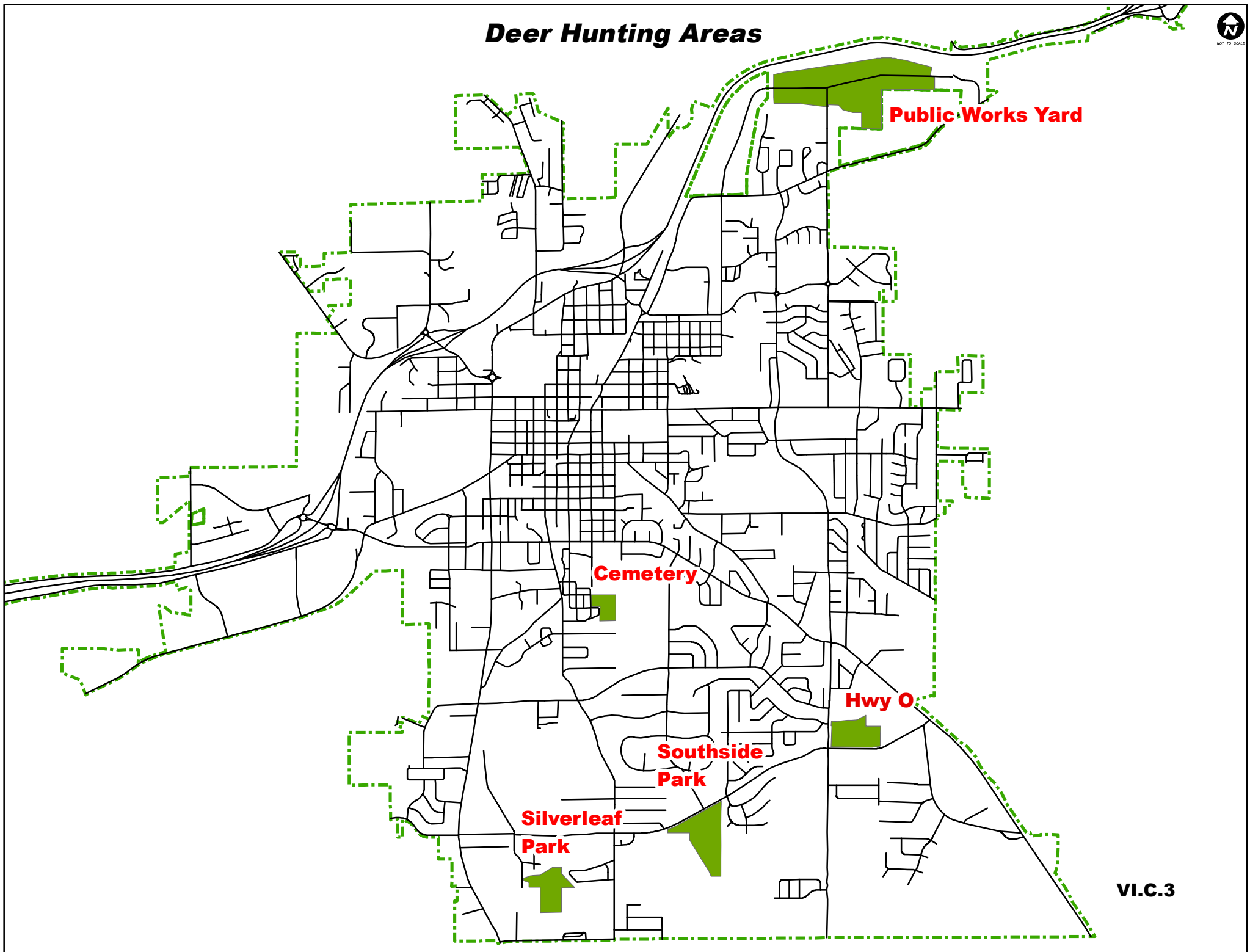
CITY COUNSELOR

VI.C.2

Deer Hunting Areas



NOT TO SCALE



Archery Deer Hunting Program

Last Name: _____ First Name: _____ Middle Initial: _____

Address: _____ City: _____ State: _____ Zip: _____

Mobile Phone: _____

Email Address: _____

DL: _____ Conservation: _____

Purpose:

In response to the growing deer population in the City of Rolla and concerns of vehicle strikes, along with maintaining the health of the deer population, the City of Rolla has established an Archery Deer Hunting Program. The program, as currently implemented allows archery deer hunting on public properties that have historically been closed to any type of hunting. Applicants must obtain a permit and become familiar with ALL rules and requirement prior to hunting.

Times and Dates:

November 27, 2024-Jan.15, 2025

Hunting begins 1/2 hour before sunrise until 1/2 hour after sunset.

Fees:

There are no fees charged to hunt on these properties.

Requirements:

1. Must be at least 16 year's of age to hunt.
2. Only hunters who have been issued a permit are authorized to hunt on city property. A **handout showing hunting areas**, designated parking spaces and allowable hunting areas on each site will be provided.
3. Each hunter allowed to hunt on city property shall be required to follow all Missouri Department of Conservation regulations, including obtaining the appropriate hunting license.
4. Hunters must not discharge a bow within 100 feet of private property or City trail.
5. Field dressing is not allowed within 100 feet of private property or city trail. Use proper field dressing techniques. Don't leave entrails in a noticeable location. Carcass disposal is the responsibility of the hunter.
6. No four wheelers or other motorized vehicles shall be used in connection with hunting on city property.

7. Tree stands shall be allowed subject to the following restrictions: Only portable tree stands may be used. The stands may be in place only for the period beginning 15 days before archery deer season and ending 15 days after archery deer season. Stands must be identified with the full name and address of the owner. Nails, screw-in steps and any other material that would damage the tree shall not be used. Minimal tree trimming in connection with tree stands shall be allowed only as expressly permitted by the department head in charge of the property or the department head's designee.
8. Respect private property. If a deer falls on private property, you should contact the property owner and request permission to retrieve the deer.
9. Report violators of any rule(s) to local authorities.
10. Violation of any of these or any other applicable rules, regulations, ordinance or directives of the City of Rolla immediately revokes the permission on City property and may result in criminal prosecution.

**Release of Liability/Hold Harmless PLEASE READ
CAREFULLY**

I, _____, for myself, my heirs, and my personal representatives hereby assume all risk of personal injury or death from whatever causes arising, while I am participating in deer hunting activities and release the City of Rolla, and Rolla Municipal Utilities, its officers, agents, employees, and volunteers from any liability therefore, directly or indirectly.

I further agree to defend, indemnify and save harmless City of Rolla and the Rolla Municipal Utilities, its officers, agents, employees, and volunteers from any such liability, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise occurring from the use of the City of Rolla and Rolla Municipal Utilities property under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, whether or not arising out of negligent or willful actions or the failure to act, **including the City's own negligence.**

The consideration for my agreements herein is authorization for me to engage in the activity identified above. (Further, I certify that I am over 18 years of age, 16 with consent of parent.)

Dated this _____ day of _____, 2024.

Signature

Witness

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz  City Administrator

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Execution of Professional Services Agreement for City Administrator
Recruitment

TOTAL BUDGET APPROPRIATION: \$25,000 DATE: April 7th, 2025

COMMENTARY:

The city has solicited proposals to assist in the executive search of the next City Administrator. Of the 9 proposals received the City has selected EverStrive Solutions out of Independence, MO to facilitate the 3-4 month process. Attached is the Professional Services Agreement in the amount of \$23,500 plus direct advertisement costs. The general scope of work is as follows:

Phase 1: Strategy Development and Stakeholder Engagement
(Meet with City Council, Search Committee, Department Directors, Community Leaders)

Phase 2: Recruitment Campaign
(active advertisement and networking)

Phase 3: Semi-Finalists
(Search Committee review at lease 5 qualified candidates)

Phase 4: Finalists
(Day long interview/assessment process – Search Committee/City Council panel)

Phase 5: Offer and Contract Negotiation

Recommendation: Motion to approve the Resolution engaging EverStrive for executive search services.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLA AND EVERSTRIVE SOLUTIONS OF INDEPENDENCE, MISSOURI, FOR EXECUTIVE SEARCH SERVICES (CITY ADMINISTRATOR).

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 is hereby authorized and directed to approve a professional services agreement between the City of Rolla and EverStrive Solutions, a copy of said contract being attached hereto and marked Exhibit A.

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

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

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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1

PROFESSIONAL SERVICES AGREEMENT FOR RECRUITING SERVICES

THIS SERVICE AGREEMENT, entered into on this ____ day of April 2025 by and between EVERSTRIVE SOLUTIONS, LLC based at 907 W Truman Rd., Independence, MO 64050 ("EVERSTRIVE") and the CITY OF ROLLA, MISSOURI, mailing address of P.O. Box 979, Rolla, MO 65402 ("ROLLA").

WHEREAS, ROLLA seeks support from a qualified firm to facilitate a city administrator recruitment process; and

WHEREAS, EVERSTRIVE has demonstrated the necessary expertise, experience, and personnel to assist ROLLA with this work.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall be the services provided by EVERSTRIVE on behalf of ROLLA as described in Exhibit A, Scope of Services, attached hereto and incorporated by reference.
- B. EVERSTRIVE shall provide Services under this Agreement only upon written request of ROLLA and only to the extent defined and required by ROLLA. Any additional services or materials provided by EVERSTRIVE without ROLLA's prior written consent shall be at EVERSTRIVE's own risk, cost, and expense, and EVERSTRIVE shall not make a claim for compensation from ROLLA for such work.

II. COMPENSATION

- A. ROLLA agrees to pay EVERSTRIVE in accordance with the terms outlined in Exhibit A, Scope of Services.
- B. EVERSTRIVE shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by ROLLA to assure proper accounting for all funds. These records will be made available for audit purposes to ROLLA or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by ROLLA.

III. SCHEDULE

- A. Services shall be completed within the timeframe(s) outlined in Exhibit A.
- B. Neither ROLLA nor EVERSTRIVE shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- C. If EVERSTRIVE's performance is delayed due to delays caused by ROLLA, ROLLA will notify EVERSTRIVE as soon as possible about the impact on the schedule. ROLLA and EVERSTRIVE will mutually agree to schedule revisions. EVERSTRIVE shall have no claim against ROLLA for damages or payment adjustment other than an extension of time to perform the Services.

IV. ASSIGNMENT OF PERSONNEL

EVERSTRIVE has assigned the personnel identified in Exhibit A to perform the Services. ROLLA reserves the right to request qualifications and/or reject service from any other employees, contractors, or guest speakers of EVERSTRIVE.

V. OWNERSHIP OF WORK PRODUCT

EVERSTRIVE agrees that any documents, materials, and work products produced in whole or in part through it under this Agreement therein (collectively the "Works") are intended to be owned by ROLLA.

VI. NOTICES

A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

B. Notices sent by ROLLA shall be sent to:

EverStrive Solutions, LLC

Attn: Meredith Hauck

907 W Truman Rd.

Independence, MO 64050

meredith@meredithhauck.com AND mhauck@everstrivesolutions.com

C. Notices sent by EVERSTRIVE shall be sent to:

City of Rolla, Missouri

Attn: John Butz

P.O. Box 979,

Rolla, MO 65402

jbutz@rollacity.org

VII. TERM AND TERMINATION

A. The effective date of this Agreement shall be upon signature of both parties.

B. The term of this Agreement shall be through September 30, 2025.

C. ROLLA and EVERSTRIVE reserve the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party. ROLLA shall compensate EVERSTRIVE for the Services that have been completed to ROLLA's satisfaction as of the date of termination. EVERSTRIVE shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination. EVERSTRIVE agrees to complete any services that are scheduled and advertised as of the date of notice of termination, unless other arrangements are approved by ROLLA.

VIII. RESOLUTION OF DISPUTES

ROLLA and EVERSTRIVE agree that disputes related to the services shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute EVERSTRIVE shall proceed with the services as per this Agreement as if no dispute existed.

IX. MISCELLANEOUS PROVISIONS

- A. Assignability. EVERSTRIVE shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of ROLLA thereto.
- B. Media Announcements. EVERSTRIVE shall not be authorized to make statements to the media or otherwise on behalf of ROLLA without express direction and consent of ROLLA.
- C. Compliance with Local Laws. EVERSTRIVE shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save ROLLA harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- D. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by ROLLA and EVERSTRIVE and attached hereto.
- E. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- F. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by any party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- G. Third Parties. The Services to be performed by EVERSTRIVE are intended solely for the benefit for ROLLA. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

EVERSTRIVE SOLUTIONS, LLC

By: M. Hauck
Meredith Hauck
Partner & Co-Owner

CITY OF ROLLA, MISSOURI

By: _____

Name:

Title:



January 30, 2025

John D. Butz
City Administrator
City of Rolla
901 N. Elm St
Rolla, MO 65401

Mr. Butz:

Please accept this proposal from EverStrive Solutions, LLC for recruitment services for the next city administrator for the City of Rolla, MO.

EverStrive Solutions is a full-service public sector consulting firm specializing in recruitment, strategic planning, organizational development, and project management. While we work with nonprofits, professional associations, and state and federal agencies, our true passion is local government. Founded by former municipal executives, we understand the challenges and opportunities that come with public sector leadership.

Our approach ensures that the process is thorough, efficient, and community-driven:

- **Community-Led Process** – We believe that the most successful hires begin with listening to the voices that matter most—your community. Our process kicks off with stakeholder interviews and focus groups to ensure we understand the specific needs and expectations of those impacted by this decision.
- **Streamlined, Efficient Process:** We recognize the strain that vacancies in key positions place on your organization. That's why we've designed a streamlined and efficient hiring process, aimed at presenting a final candidate for City Council approval in 12-14 weeks.
- **A Positive Candidate Experience:** As brand representatives for Rolla, we are committed to ensuring that every candidate we engage with walks away with a positive impression of your community. From initial contact through final interviews, we maintain a professional, transparent, and respectful process that reflects well on your organization and positions you as an employer of choice.

Thank you for considering our proposal. We are eager to address your questions and look forward to the opportunity to work with the City of Rolla.

Sincerely,

Lauren Palmer
Partner & Co-Owner

Meredith Hauck
Partner & Co-Owner

VLD.9



COMPANY INFORMATION

EverStrive Solutions, LLC

Lauren Palmer, Partner & Co-Owner
lpalmer@everstrivesolutions.com

Meredith Hauck, Partner & Co-Owner
mhauck@everstrivesolutions.com

907 W Truman Road, Independence, MO 64050 | (816) 286-4676 (office)
<https://www.everstrivesolutions.com/> | Federal Tax EIN: 99-2319015

WBE Certification: EverStrive Solutions is a Woman-Owned Business Enterprise (WBE) certified through the State of Missouri Office of Equal Employment (OEO).

QUALIFICATIONS

EverStrive Solutions, LLC is a public sector consulting firm that specializes in supporting nonprofit organizations, professional associations, and government agencies. Founded in 2024 by Meredith Hauck and Lauren Palmer, former local government executive leaders, EverStrive Solutions provides coaching, strategic planning, facilitation, and workshops designed to support the changemakers of the world. We offer a variety of solutions, including providing facilitation and consulting services in one-on-one and group environments that focus on process improvement, policy development, strategic planning, productivity, team dynamics, management training, and executive leadership.

Meet the Team



MEREDITH HAUCK
Co-Founder and
Partner



LAUREN PALMER
Co-Founder and
Partner

EverStrive is a true partnership. Its co-owners will jointly manage and execute this strategic planning engagement, relying on their complimentary skills to ensure all project deliverables arrive on time and meet expectations. Their partnership approach ensures that the City will have seamless redundancy for all aspects of the work.

Meredith Hauck, EverStrive Co-Founder and Partner (Project Lead), is a skilled public sector executive who has spent most of her career in local government in the Kansas City region as an assistant city manager with a focus on internal services, community relations, and special projects, including economic development, ballot initiatives, and pooled



insurance. Meredith started her own consulting firm in 2021 and has been working with communities and organizations across the country since then as a strategic consultant, facilitator, and executive coach, as well as serving in numerous interim roles. As part of this work, Meredith partnered with OMNI Human Resource Solutions as a Senior Consultant and managed 30+ search processes for leadership positions in both private and public sector organizations, including placements at the City of Olathe, Kansas and Mid-America Regional Council. Meredith achieved ICMA Credentialed Manager status when she worked in local government and is known for her ability to get up to speed quickly; her thorough, direct, and innovative approach to the work; and her deep understanding of how to navigate public sector, community, and team dynamics.

Lauren Palmer, EverStrive Co-Founder and Partner, has held executive local government roles in four cities in three states including city administrator and assistant city manager. She previously served as the director of local government services for Mid-America Regional Council (MARC), the regional council of governments serving 119 cities and nine counties in the greater Kansas City area. Lauren oversaw MARC's work in emergency services, 911 communications, affordable housing, workforce development and other shared services, including considerable experience with seeking and administering federal and philanthropic grants. Lauren is an ICMA Credentialed Manager who has a strong reputation for getting to the heart of the matter, maintaining a high level of productivity across diverse service lines, and developing talent so teams can achieve their best. Lauren is a co-host of the popular GovLove podcast sponsored by Engaging Local Government Leaders (ELGL) and has built a national network of listeners and guests.

REFERENCES

Contact Information	Relationship
Bruce Uhler, Mayor <i>City of Warrensburg</i> Em: bruce.uhler@warrensburg-mo.com Kristen Dorman, Interim City Manager <i>City of Warrensburg</i> Em: kristen.dorman@warrensburg-mo.com Ph: 660-262-4679 Mike Schrage, Successful Candidate/Incoming City Manager Em: mikedschrage@gmail.com Ph: 785-643-2094	EverStrive Solutions was engaged by the City of Warrensburg, Missouri to manage their City Manager search in fall 2024. The project took 12 weeks – from project kick off to Council approval of the contract – and during that time, our team proactively reached out to more than 250 individuals across the country regarding this role, and we received 58 applications. From that group of applications, the City interviewed six semi-finalists and three finalists.
Erin Vader, Director of Exceptional Services <i>City of Olathe, Kansas</i>	In her prior role at OMNI, Meredith worked with the City of Olathe, Kansas to fill their Human Resources Director position in fall



Em: esvader@olatheks.org Ph: 913.244.5094	2023. This search took approximately 16 weeks from kick off until decision, and included a multi-phase interview process that resulted in three finalists meeting with the leadership team. In addition to working with Erin Vader on this search, Meredith also worked closely with Erin as peers when Meredith was serving as Olathe's Interim Director of Economy.
David Warm, Executive Director <i>Mid-America Regional Council</i> Em: dwarm@marc.org Ph: 816.474.4240	In addition to Lauren's time at MARC, Meredith, through her work with OMNI, led multiple searches for the organization including the Manager of Aging Administration and the Solid Waste Management District Program Manager.

Search Consultant Experience

While EverStrive Solutions is a relatively new company, we have considerable recruiting experience. Prior to forming EverStrive, Meredith was a Senior Search Consultant for OMNI Human Resource Solutions in Kansas City. During her time there, Meredith led 30+ senior-level searches for public and private companies across the country, including:

- Brunson Instruments Company – Chief Financial Officer
- Feed Northland Kids – Executive Director
- FosterAdopt Connect – Vice President of Development
- KC Mothers in Charge – Managing Director
- Reaching Out from Within – Executive Director
- Show-Me School-Based Health Alliance of Missouri – Executive Director

Other Experience

In addition, the EverStrive team has a strong track record of working with local governments on other consulting and strategic planning projects, including:

- City of Lee's Summit, Missouri – *Boards and Commissions Team Building and Priority Setting (2023-2024) | City Council Retreat (2024)*
- City of Odessa, Missouri – *Community Development Operational Assessment (2025) | City Council Strategic Plan (Scheduled for Spring 2025)*
- City of Thornton, Colorado – *City Council Retreat (2025)*
- City of Warrensburg, Missouri – *Finance Department Operational Assessment (2024) | Public Works Department Operational Assessment (2025)*
- Missouri City/County Management Association – *Strategic Plan (2025)*
- Unified Government of Kansas City, Kansas and Wyandotte County – *Board of Commissioners Retreat (2025)*



OUR APPROACH

At EverStrive, we understand that making the right hire for your organization isn't just about filling a vacancy, it's about the future success of your community. Here's why the EverStrive team is uniquely positioned to help:

Your Community Knows Best

We believe that the most successful hires begin with listening to the voices that matter most—your community. Our process kicks off with in-depth stakeholder interviews to ensure we understand the specific needs and expectations of those impacted by this decision. We recommend holding three in-person stakeholder meetings: one with the City Council, another with a select group of city staff, and a final session with key community leaders. The insights gained from these conversations will guide every step of our recruitment process, ensuring that we find candidates who will align with and enhance your community's vision.

Personalized, Expert Touch

Hiring the right candidate requires more than just reviewing resumes. With over 40 years of combined experience in local government hiring, our team knows how to go beyond surface-level qualifications to assess whether a candidate's approach and experience truly fit your needs. Every recommended candidate undergoes a rigorous vetting process conducted personally by the EverStrive team. Thanks to our extensive nationwide network, we are able to verify candidates' true experience and skillsets quickly and effectively, ensuring that you receive only the most qualified individuals.

Streamlined, Efficient Process

We recognize the strain that vacancies in key positions place on your organization. That's why we've designed a streamlined and efficient hiring process, aimed at presenting a final candidate for City Council approval in 12-14 weeks. Our goal is to minimize disruption and allow you to move forward with confidence, knowing that your leadership team is complete.

Local Government Leaders with National Reputations

While we may be a small firm, our network of strong, personal connections within the local government sector is unparalleled. Our team includes two ICMA Credentialed Managers, two ELGL Top 100 Local Government Influencers, the host of the popular ELGL GovLove podcast, and the current Practitioner in Residence to the #1-ranked City Management program in the country at the University of Kansas and a board member of their alumni network. We have the credibility and access to reach the top talent you're looking for.

A Positive Candidate Experience

As brand representatives for Rolla, we are committed to ensuring that every candidate we engage with walks away with a positive impression of your community. From initial contact through final interviews, we maintain a professional, transparent, and respectful process that reflects well on your organization and positions you as an employer of choice.



Many top candidates are not actively looking for new employment, so proactive outreach is crucial. In highly visible public roles like city administration, candidates take inherent risks just to apply. EverStrive has designed a process that is thorough yet streamlined to appeal to a wider candidate pool. Candidates will be more inclined to apply for a process that is respectful of their time and public exposure.

Culture of Communication

Collaboration and communication are at the heart of our approach. Throughout the hiring process, we maintain regular contact with the Search Committee and city leadership, providing bi-weekly email updates and formal reports during critical project phases. We understand that keeping all stakeholders informed is key to a successful, collaborative process.

By choosing EverStrive Solutions, you're partnering with a team dedicated to not only finding the right candidate but also ensuring a smooth and comprehensive process that reflects Rolla's values and goals.

SCOPE OF WORK

EverStrive's proposed project plan for the City Administrator search is outlined below and is reflective of the collaborative yet streamlined approach we bring to every EverStrive project.

Phase One: Strategy Development and Stakeholder Engagement

- Following contract approval, EverStrive will meet with City leadership and/or the Search Committee to finalize the project plan, including identifying and scheduling critical milestone dates that must be met. This plan will serve as the roadmap for the work moving forward. We recommend that the City identify a small search committee potentially consisting of selected City Council members and selected City staff (ideal size: 4-6). Utilizing a search committee helps keep the process nimble and responsive, while still ensuring important voices are represented at each stage of the process.
- The EverStrive team will work with City staff to plan three stakeholder sessions. We currently contemplate these sessions to be with the City Council as a whole, select members of City staff, and community stakeholders, such as leadership from the Chamber of Commerce, major employers, members of the nonprofit community, etc. EverStrive will compile a report of insights gathered during this process to provide to the Search Committee, as well as to inform the recruitment process.
- EverStrive will create a position flyer marketing the role and the community, as well as craft the position announcement to be used in advertisements. EverStrive will develop a strategic marketing plan for the position, including advertisement and outreach recommendations, which will be presented to the Search Committee.



Phase Two: Recruitment Campaign

- Once the position is advertised, EverStrive will conduct a proactive recruitment campaign. By utilizing our networks and the LinkedIn Recruiter Tool to share this position with qualified individuals, we can reach those who may not be actively seeking new employment right now but who may be the right fit for Rolla. This also allows us to better target and cultivate relationships with a wide range of candidates across the country.
- During the entire search process, the recruitment team will be actively screening and communicating with qualified candidates to develop a strong relationship and ensure that the team has a thorough understanding of the candidate's qualifications before they are presented to the Search Committee for consideration.

Phase Three: Semi-Finalists

- After the position closing date, EverStrive will meet with the Search Committee to review the candidate pool, including reviewing candidate profiles for at least five well-qualified candidates.
- The Search Committee will select at least three semi-finalists to move forward in the process. Semi-finalists will be asked to submit a work sample for review and will be interviewed virtually by the Search Committee.
- Thorough media and social media searches will be conducted at this stage to ensure there are no surprises in the future.

Phase Four: Finalists

- Following Semi-Finalist Interviews, the Search Committee will select candidates to be finalists in the process. The finalists will travel to Rolla for a day-long interview process. EverStrive will work closely with the Search Committee to create a program for the day that is reflective of Rolla's needs, but generally recommends that this process include interview panels with the City Council, select city staff, and select community stakeholders. Interview participants will be asked to fill out an electronic survey following each interview to capture insights. We also recommend that the finalists be asked to prepare and make a presentation as part of this day to showcase their skillsets and understanding of the community and this position. EverStrive will provide prompt options for consideration.
- Behind the scenes, the EverStrive team will be conducting background screenings on all candidates and reference checks. Reference checks are conducted personally by either Meredith or Lauren to ensure that we have a thorough understanding of each candidate and have the opportunity to dive deeper, if needed.

Phase Five: Offer and Contract Negotiation

- Following the Finalist Interviews, EverStrive recommends the full City Council meet to select a top candidate to make an offer to. Based on the interview schedule, this may require a special meeting.
- Once selected, EverStrive will work with both the City Council and the candidate to assist with contract negotiations. EverStrive will collect information about the type of compensation package each candidate is seeking early in the process to ensure



alignment and will confirm that at multiple points to ensure there are no surprises. EverStrive also has a strong understanding of standard City Administrator contracts and can advise the Rolla City Council on reasonableness and provide options as needed.

While this is the process the EverStrive team recommends based on our understanding of Rolla and this position, we will work closely with the City to ensure that the final process is reflective of the needs of the community.

Placement Guarantee

EverStrive is committed to finding the right candidate for Rolla. If the candidate placed as part of this process is released for any reason other than Council turnover within six months of the hire date, we are committed to conducting one additional executive search to identify a replacement. In this case, you will only be charged for the identified pass-through costs in the Fee Proposal.

Tentative Timeline | Approximately Three Months

All dates are subject to change based on input and availability from the City of Rolla. There are opportunities to streamline this schedule based on further discussion.

Date	Milestone
April 7, 2025	Notice to proceed
April 7 – May 2	Phase One: Project Kick Off
May 5 – May 30	Phase Two: Recruitment Campaign
June 2 – June 13	Phase Three: Semi-Finalists Interview Process
June 16 – June 27	Phase Four: Finalists Interview Process
June 27 – July 3	Phase Five: Candidate Offer and Contract Negotiation
July 7, 2025	Council Consideration of Employment Contract

FEE PROPOSAL

To complete the objectives identified herein, EverStrive Solutions proposes the following lump sum pricing. EverStrive will endeavor to complete each task as efficiently as possible while achieving the full expectations of the client. Pricing is based on estimated hours and expenses to complete the key deliverables, and incremental invoices will be submitted at the achievement of each milestone as indicated below.

TOTAL FEE: \$23,500

Milestone #1: Position Posted – 30%

Milestone #2: Semi-Finalist Pool Presented – 30%

Milestone #3: Finalists Interviews Completed – 30%

Milestone #4: Employment Acceptance – 10%



ADDITIONAL COSTS:

- *Advertising Costs:* EverStrive will pass through actual advertising costs with no markup. We estimate advertisements will cost \$1,000 - \$1,500.
- *Background Checks:* EverStrive will pass through actual background check costs with no markup. Executive background checks cost approximately \$150 each and are recommended for the finalists.
- *Personality Assessments:* If desired as part of the process, EverStrive will pass through the actual costs for any personality assessments (like StrengthsFinders or DiSC) with no markup.
- *Travel Costs:* Rolla will be responsible for covering travel costs for out-of-town finalists to attend their interview based on economy airfare and U.S. General Services Administration (GSA) lodging, meals, and mileage rates for the State of Missouri.

EverStrive Solutions will provide all standard materials (copies, flip charts, etc.) and technology needed. The Client will retain responsibility for any direct expenses associated with the project outside of these standard materials, including securing space, any necessary AV equipment, professional printing, and any desired meals/refreshments. While no additional purchases are anticipated, if needed, EverStrive Solutions will work with the Client to approve any purchases in advance and ensure that all applicable purchasing policies are followed.

Pricing is all-inclusive and covers development, preparation, travel, meetings, and conference calls. **This proposal includes three trips to Rolla – one for project kick off, one for focus groups, and one for finalist interviews.** Travel days are flexible and may be scheduled as needed to accommodate project activities. If required, additional trips will be billed based on U.S. General Services Administration (GSA) lodging, meals, and mileage rates. Additional trips can be incorporated for \$500 per consultant per night. Check-in meetings with the Search Committee will be virtual unless otherwise requested. Meeting packets and candidate information will also be provided electronically.

EverStrive Solutions charges a \$200.00 hourly rate for supplemental services that constitute a change to the approved scope of work. Supplemental charges will only be applied when approved in writing in advance.

SUPPORTING MATERIALS

The following supporting materials are available upon request:

1. Meredith Hauck Resume
2. Lauren Palmer Resume

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz 

ACTION REQUESTED: Resolution

ITEM/SUBJECT: MOU for Opioid/Drug Prevention Services

TOTAL BUDGET APPROPRIATION: \$8,380 DATE: April 7, 2025

COMMENTARY:

City Council budgeted and directed staff to issue an RFP for drug prevention, treatment & abatement programs utilizing Opioid Settlement funds received by Missouri’s settlement with drug manufacturers and distributors. The City has received \$13,118 to-date but anticipates receiving \$20,000 – 25,000 or more as these settlements are handed down.

The City issued the RFP in December 2024 with an RFP opening date of February 19, 2025. The RFP notice was placed in the Phelps County Focus and emailed directly to area providers. The City received one proposal from Prevention Consultants of Missouri for a 12-month school-based program of \$8,380, accepted by City council on March 3, 2025.

Recommendation: Motion to approve the Resolution authorizing the Mayor to execute the MOU with Prevention Consultants of Missouri.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A SERVICE AGREEMENT BETWEEN THE CITY OF ROLLA AND PREVENTION CONSULTANTS OF MISSOURI, ON THE USE OF SUB-AWARD OPIOID SETTLEMENT FUNDS.

WHEREAS on December 21, 2021, City Council voted to pass Resolution 1999 authorizing the City of Rolla to participate in the Global Opioid Settlement class action suit, as recommended by the Missouri Attorney General.

WHEREAS on December 16th, 2021, City Council approved the issuance of a Request for Proposal (RFP) seeking possible uses of award funds for the purpose of Opioid/Drug Prevention and Treatment Strategies.

WHEREAS on March 3, 2025, City Council passed a motion to award Prevention Consultants of Missouri as a sub-recipient of awarded Opioid Settlement Funds.

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 is hereby authorized and directed to approve a service agreement between the City of Rolla and the Prevention Consultants of Missouri, a copy of said contract being attached hereto and marked Exhibit A.

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

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

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**Memorandum of Understanding
Between
City of Rolla, Missouri and Prevention Consultants of Missouri**

I. Introduction:

The City of Rolla has received funding allocated from the Opioid Settlement that can be used only for Opioid/Drug Prevention, Treatment and Abatement Strategies. The City of Rolla has accepted a proposal for the provision of primary drug prevention services for local youth from Prevention Consultants of Missouri (exhibit A).

II. Primary Objectives:

The funding will support opioid and other drug use prevention strategies for local youth implemented by Prevention Consultants of Missouri as described in the submitted and accepted project proposal.

III. Commitments:

A. Prevention Consultants of Missouri agrees to the following:

- Implement co-curricular drug-free leadership development and peer-led substance use prevention education with local youth following the plan and timeline submitted in the accepted proposal.
- Provide quarterly written reports on prevention strategies to a designated City of Rolla contact.
- Upon completion of the prevention strategies, provide a written summary of the efforts and results of the prevention strategies.
- Assist the City in the annual report filing with the Missouri Department of Mental Health (Oct 1 – Jan 31 of the following year).
- Provide other data and information collected through the prevention strategies in digital format.
- Provide public participation/educational materials used throughout the implemented prevention strategies.

B. City of Rolla, Missouri agrees to the following:

- Provide payment on a reimbursement basis to Prevention Consultants of Missouri for planned prevention strategies upon receipt of proper invoices and progress reports.

IV. Effective Dates:

The agreement will run from July 1, 2025 through June 30, 2026, and may be extended for an additional one year term by the written consent of both parties.

V. Miscellaneous:

A. ENTIRE AGREEMENT: This constitutes the entire agreement between the parties and supersedes all previous discussions and agreements, and may not be modified by any party except in writing, executed by the party to be charged with the modification.

B. Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

C. Compliance with State Immigration Statutes. If the total value of this contract exceeds \$5,000, as a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit C. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older.

Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

VI. Approvals:

The undersigned parties hereto have read, accepted, and executed this Memorandum of Understanding as of the day and year signed below.

By _____ Date _____

City of Rolla, Missouri, 901 N Elm St, Rolla, MO 65401

By _____ Date _____

Executive Director, Prevention Consultants of Missouri, 300 N Rolla St, Rolla, MO 65401

Exhibit C

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

State of Missouri)
) ss.
County of _____)

Comes now _____ (name) first being duly sworn, on my oath, affirm _____ ("Company") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the City of Rolla and any incidental items associated with this work for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Printed Name

Title

Date

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

My commission expires:

Notary Public



Working upstream since 1993

Lorri Powell, City Clerk
Rolla City Hall
901 N Elm Street
Rolla, MO 65401

Dear Ms. Powell,

Please find attached our proposal to the City of Rolla in response to the Opioid/Drug Prevention, Treatment and Abatement Strategies RFP.

With any questions regarding the proposal, please contact me at 573-368-4755 or email at jamie@preventionconsultants.org.

Thank you!

Jamie Myers
Executive Director

2.19.25
11:04 LP

**Prevention Consultants of Missouri
Proposal to the City of Rolla
Opioid/Drug Prevention, Treatment and Abatement Strategies
February 2025**

History of the firm, including organization size, office location and proposed location of services provided:

Prevention Consultants of Missouri (PCM) has been providing evidence-based substance use prevention services since 1993 as a Prevention Resource Center through a contract with the Missouri Department of Mental Health (DMH). Although the primary office site is at 300 North Rolla Street in Rolla, Missouri, the service area includes the counties of Crawford, Dent, Gasconade, Iron, Maries, Phelps, St. Francois, and Washington. PCM is an active part of a statewide substance use prevention network of providers.

During the last 32 years, PCM has developed and provided ongoing support to over 15 community coalitions focused on substance use prevention. Strong collaborative relationships have been formed with school districts, healthcare providers, law enforcement agencies, and social service agencies in the eight-county service area to build and enhance local, evidence-based prevention strategies. Current rates of substance use by school-age kids in the service area and in Missouri are the lowest they have been in decades.

PCM staff currently includes 23 full and part-time prevention credentialed professionals, certified educators, licensed counselors, and prevention technicians. Staff provide a variety of evidence-based education, capacity building, and technical assistance throughout the service area and state of Missouri. PCM has an eight-person board of directors including a bank president, nurses, school principal, psychologist, and a retired university instructor.

The proposed services described below will be provided for middle and high school students within the Rolla, Missouri community and the Rolla School District.

Description of the range of services provided relevant work experience, capabilities and expertise which qualify the firm to undertake the project:

Prevention Consultants of Missouri (PCM) has been providing evidence-based substance use prevention programs, training, education, and other technical assistance in communities for over 30 years.

There are clear risk and protective factors that research has shown are associated with youth substance use. More than 90% of adults with substance use disorders began

using an addictive substance before age 18. Reaching youth with multiple prevention messages and strategies before use is critical. The primary prevention strategies described in this proposal will work to reduce specific risk factors and build protective factors directly linked to youth substance use.

In the last four years, PCM has partnered with the Missouri Department of Health and Senior Services and the Department of Mental Health to provide prevention strategies through the Overdose Data to Action program. Strategies included a digital media campaign with original geo-fenced content, provision of two evidence-based substance use prevention curricula in service area schools, supporting the training and credentialing of new peer and recovery support specialists, and promoting safe use, safe storage, and safe disposal of unneeded, unused, and expired medication.

PCM staff supply local health providers, pharmacies, colleges/universities and other service providers with drug disposal pouches and information to locate drug disposal boxes located throughout the service area. Over 10,000 drug disposal pouches and prescription drug safety information have been distributed by staff and community partners in the past eight years. With PCM assistance, over 20 drug disposal boxes have been set up and promoted in law enforcement and pharmacy sites in the eight counties served.

Universal prevention programs are currently provided by PCM. Too Good for Drugs, an evidence-based, 10-session substance use prevention curriculum for kindergarten through high school students is provided in over 22 school districts through PCM support. PCM prevention educators currently teach the program in 14 service area schools to over 5000 students each year. This includes teaching the program in all Phelps County schools.

Mentoring Makes a Difference has been provided in partnership with the Rolla School District for the last 20 years. Up to 70 elementary through high school youth are matched one-on-one, with a volunteer adult mentor and they meet weekly in a supervised, during or afterschool setting. Kids are referred to the program by schools, parents/grandparents/guardians, and other youth-serving organizations. Several participating students live with alternative guardians because of parental substance use disorder.

References on relevant work experience:

1. Dr. Susan Depue Bradford
Missouri Institute for Mental Health, University of Missouri St. Louis
Susan.bradford@mimh.edu
314-516-8412

2. Bonnie Prigge, Executive Director
Meramec Regional Planning Commission
bpriggie@meramecregion.org
573-265-2993
3. Laura Weakly, Grants and Risk Manager
Four Rivers Community Health Center
lweakly@fourrivers.org
573-463-8252

Individuals who would be providing services to the City, including his or her individual work experience:

Jamie Myers, M.Ed., LPC, MAPS
Executive Director, Prevention Consultants of Missouri

Jamie has provided leadership, data gathering and analysis, strategy development, implementation, and evaluation of substance use prevention programming for youth and adults for over 34 years. This includes the development of local prevention coalitions in the eight-county service area where evidence-based prevention strategies are developed from the analysis of local data and identified risk and protective factors. Strategies to specifically address prescription drug misuse, heroin, and other opioid use have been developed and implemented over the last 14 years, including town hall meetings, direct mail to parents, establishing permanent drug disposal sites, teaching Generation Rx, peer education training, media campaigns, and other community-based prevention strategies. Jamie is a licensed counselor and an Missouri Advanced Prevention Specialist.

David Chirban, M.A.
Project Coordinator, Phelps County Drug Free Communities

David has worked as the project coordinator for the Drug-Free Communities since January of 2023. He speaks with and trains youth and young adults at schools throughout Phelps County about health, wellness, and responsible decision making. David is a youth mental health first aid instructor and is involved in the creation of peer prevention coursework that is used by schools throughout the county. In addition, David leads the Drug Free Communities Task Force that includes over 20 community representatives representing over twelve community sectors that are working together to build protective factors and reduce risk factors to prevent youth substance use.

Scope of Services that provides the firm's approach and method to execute the update process:

Prevention Consultants of Missouri is requesting funding support for two related substance use prevention strategies to be implemented with middle and high school youth in Rolla, Missouri.

1. Co-curricular Drug-Free Leadership Development:

This program includes partnering with the school activities department, coaches, and group sponsors to provide adult-led substance use prevention presentations with co-curricular teams and organizations. The presentation topic is the opportunity they have to utilize their leadership and responsibility to encourage other students to live their best lives substance free.

The prevention presentations employ the thoughts of other leaders and successful athletes and use these reflections as a guide for students to build and employ their skills to be drug-free leaders in their school and community. These talks capitalize on the dynamics of group leadership and team camaraderie and are given once to each Rolla Junior High and Rolla High School team and organization before or after their practices/meetings during their respective seasons.

The drug-free leadership program will have an impact on over 1,000 students throughout the academic year. The objective is to inspire students to recognize the potential that exists within them, while preparing them for the challenges that stand before them. The power of these talks is they cater to the team, sport, or activity that is being presented to, allowing the students to see how professionals in that same activity have reflected on the issue of leadership, responsibility, and drug-free decision making.

2. Peer-led Substance Use Prevention Education:

This Teens Teach Prevention program includes a youth-led course in which selected Rolla High School students are taught the power of leadership by professional staff and trained to present drug prevention and wellness presentations to every seventh and eighth grade student through the health classes at Rolla Junior High School. Trained high school students form teams of three or four, are provided presentation scripts and slides, and will receive continued coaching from agency staff to provide classroom presentations for their younger peers.

Presentations will be completed in classrooms each quarter and reach the approximate 600 junior high students a minimum of two times during the school year. The program's objective is to normalize drug-free behavior by demonstrating to younger students that life at the Junior and High School levels can and should be lived drug free. The overlying power of these presentations is the fact that they are peer-led by students who are two to five years older and serve as very influential role models.

Proposed Budget for the work including a schedule of fees by work task, hourly rates for project personnel, and estimated travel and incidental costs:

1. Co-Curricular Drug Free Leadership development:

Staff time

Coordination, scheduling, and preparation – 48 hours x \$35/hour	= \$1680.00
32 Group presentations – 32 x 2 hours x \$35/hour	= \$2240.00
Program Total	= \$3920.00

2. Peer-led Substance Use Prevention Education:

Staff time

Presentation script writing and slide creation – 48 hours x \$35/hour	= \$1620.00
Training, follow-up coaching, coordination – 40 hours x \$35/hour	= \$1400.00
Classroom supervision and support – 24 hours x \$35/hour	= \$840.00
Prevention materials for students – Drug-free Bulldog bracelets \$1 x 600	= \$600.00
Program total	= \$4460.00
Request Total	= \$8380.00

Proposed timeline for completion of the project:

May 2025

- Schedule peer-led presentation training with local schools for the next school year

June and July 2025

- Prepare scripts and slides for peer presentations
- Prepare co-curricular presentations
- Purchase Drug-Free Bulldog bracelets

August 2025

- Schedule co-curricular team and organization presentations with fall sports coaches and organization sponsors
- Complete scripts and slides for peer presentations
- Schedule first quarter classroom presentations with Junior High health teachers

September 2025

- Training of high school peer presenters
- Coordinate first quarter peer-led presentations in Junior High classrooms
- Co-curricular team and organization presentations
- Team coaching with peer presenters

October 2025

- Complete first quarter peer-led presentations in Junior High classrooms

- Co-curricular team and organization presentations
- Follow-up meeting and coaching with peer presenters

November 2025

- Schedule second quarter peer presentations
- Schedule winter co-curricular sports teams and organization presentations with coaches and organization sponsors
- Co-curricular team and organization presentations

December 2025

- Complete second quarter peer-led presentations in Junior High classrooms
- Co-curricular team and organization presentations
- Follow-up meeting and coaching with peer presenters
- Schedule third quarter peer presentations

January 2026

- Complete co-curricular winter presentations
- Coaching with peer presenters
- Schedule third quarter peer presentations

February 2026

- Third quarter peer-led presentations in Junior High classrooms
- Schedule spring co-curricular sports teams' presentations with coaches

March 2026

- Third quarter peer-led presentations in Junior High classrooms
- Spring co-curricular presentations

April 2026

- Fourth quarter peer-led presentations in Junior High classrooms
- Complete spring co-curricular presentations

May 2026

- Fourth quarter peer-led presentations in Junior High classrooms
- Review meeting with peer presenters

Contact:

Jamie Myers

Prevention Consultants of Missouri

573-368-4755

jamie@preventionconsultants.org

300 N Rolla Street, Rolla, MO 65401

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance

Motion/1st Reading

ITEM/SUBJECT: Project #599 – FY 2025 ASPHALT PHASE II

BUDGET APPROPRIATION:	\$ 1,500,000.00	DATE: 04/07/25
Phase I contract	649,495.77	
Phase II budget	548,000.00	

COMMENTARY:

City staff received bids for Project 599, FY2025 Asphalt Phase II. The bids were as follows:

Pierce Asphalt, LLC PO Box 696 Rolla, MO 65402	\$ 411,524.50
Capital Paving and Construction, LLC 117 Commerce Drive Jefferson City, MO 65109	\$ 456,739.20
NB West Contracting Company 18637 US Highway 66 Pacific, MO 63069	\$ 488,019.20

This phase includes work on portions of Pinetree Road & Forum Drive.

Staff is requesting a motion to award the bid, and a first reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt, LLC, for \$411,524.50.

ORDINANCE NO.

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

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement for Project 599 between the City of Rolla and Pierce Asphalt, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 21ST DAY OF APRIL 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 _____ **Pierce Asphalt, LLC** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2025 Asphalt Phase II, PROJECT 599**, 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 II, PROJECT 599**.

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 \$ 411,524.50 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)

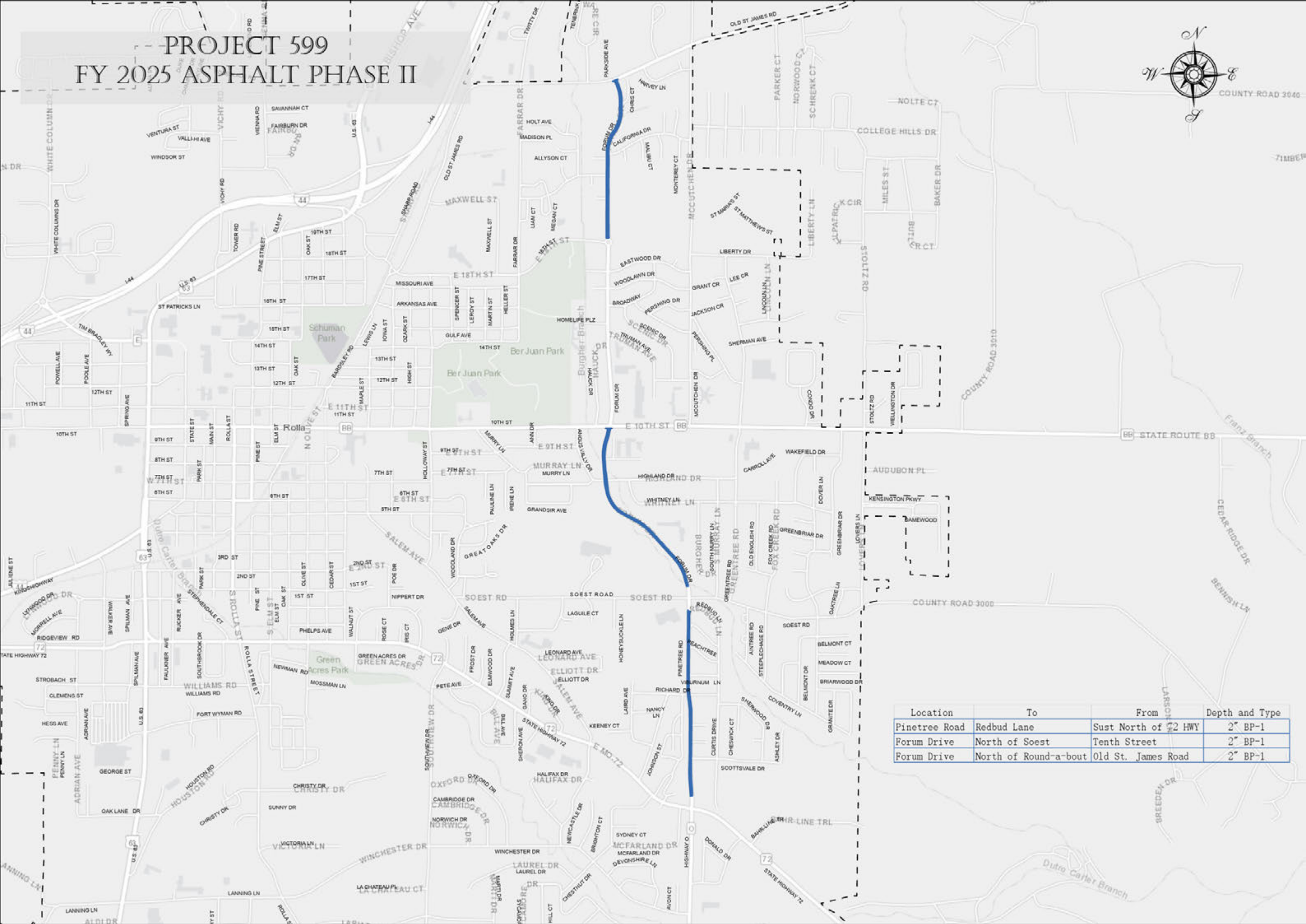
On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that (s)he is the _____
of _____
and that the seal affixed to said instrument is the corporate seal of said corporation by authority
of its board of directors; and the said _____ acknowledged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

My commission expires: _____

Notary Public

VII.A.6

PROJECT 599 FY 2025 ASPHALT PHASE II



Location	To	From	Depth and Type
Pinetree Road	Redbud Lane	Sust North of 72 HWY	2" BP-1
Forum Drive	North of Soest	Tenth Street	2" BP-1
Forum Drive	North of Round-a-bout	Old St. James Road	2" BP-1

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance

Motion/1st Reading

ITEM/SUBJECT: Project #596 – ARPA STORMWATER CIPP REPAIRS

BUDGET APPROPRIATION: \$1,104,000

DATE: 04/07/25

(\$530,264.86 already awarded)

COMMENTARY:

City staff received bids for Project 596, ARPA Stormwater CIPP Repairs. The bids were as follows:

Visu-Sewer of Missouri, LLC	\$ 260,891.75
7895 St Clair Avenue	
East St Louis, IL 62203	

Insituform	\$ 392,946.76
580 Goddard Avenue	
Chesterfield, MO 63005	

SAK Construction, LLC	\$ 398,338.00
864 Hoff Road	
O'Fallon, MO 63366	

Municipal Pipe Tool Co, LLC	\$ 422,378.62
515 5th Street	
Hudson, IA 50643	

This project includes work lining existing piping on portions of the City's Stormwater systems near Forum Plaza, Murray Lane, Oaktree Lane & Winchester.

Staff is requesting a motion to award the bid, and a first reading of the ordinance authorizing the Mayor to enter into the contract with Visu-Sewer of Missouri, LLC, for \$ 260,891.75.

The City of Rolla received direct allocation of ARPA funding from Missouri DNR at a 80/20 match (80% ARPA funding, 20% local match). The street fund is planning to use \$ 208,713.40 in ARPA funds (requiring matching funds) to help fund this project.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND VISU-SEWER OF MISSOURI, LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement for Project 596 between the City of Rolla and Visu-Sewer of Missouri, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 21ST DAY OF APRIL 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 **Visu-Sewer of Missouri, LLC** Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **ARPA Stormwater CIPP Repairs, PROJECT 596**, 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 **ARPA Stormwater CIPP Repairs, PROJECT 596**.

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 \$ 260,891.75 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



<p>Quantities</p> <p>Price Chopper - 260 LF -18"</p> <p>Price Chopper - 282 LF 24"</p> <p>Price Chopper - 380 LF 36"</p> <p>Oaktree - 275 LF 18"</p> <p>Oaktree - 398 LF 18"</p> <p>South Murry - 250 LF 12"</p> <p>Winchester - 181 LF 24"</p> <p>Winchester - 218 LF 15"</p>	<table><tr><td colspan="3" data-bbox="488 1209 1733 1345"><h1>Storm Reline</h1></td></tr><tr><td data-bbox="488 1345 947 1460">CITY OF ROLLA 2024 STORM SEWER RELINE BOUSLEY</td><td data-bbox="947 1345 1431 1460"></td><td data-bbox="1431 1345 1733 1460">2024</td></tr><tr><td data-bbox="488 1460 947 1500"></td><td data-bbox="947 1460 1431 1500"></td><td data-bbox="1431 1460 1733 1500"></td></tr></table>	<h1>Storm Reline</h1>			CITY OF ROLLA 2024 STORM SEWER RELINE BOUSLEY		2024				
<h1>Storm Reline</h1>											
CITY OF ROLLA 2024 STORM SEWER RELINE BOUSLEY		2024									

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: Motion to approve repairs of the Green Acres Park Playground

BUDGET APPROPRIATION: Covered by City's insurance claim DATE: April 7, 2025

COMMENTARY:

This will pay for replacement of the double spiral slides, the triple slide feature, the paddle ball panel and the safety surfacing.

RECOMMENDATION: Staff is asking Council to approve the cost of \$51,120 as an emergency expenditure to repair the damages.



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Play & Park Structures of MO
303 Bass St.
Park Hills, MO, 63601
Phone: 573-631-1968
Fax: 423-425-3124
Email:
scasada@playandpark.com
Contact:

Green Acres Playground

Rolla Parks & Recreation Department
Attn: Floyd Jernigan
1200 Holloway
Rolla, MO 65401
Phone: 573-341-2386
fjernigan@rollacity.org

Quote Number: 796-174884B

Quote Date: 3/28/2025

Stock ID	Description	Quantity	Weight	Unit Price	Amount
214366	FABRIC ROOF PKG SQUARE	1	38	\$6,148.00	\$6,148.00
214371	HARDWARE/CABLE PKG SQUARE	1	8	\$140.00	\$140.00
310164	PADDLE BALL PANEL ASSY	1	90	\$2,304.00	\$2,304.00
310156	HDW-PANEL	1	0.864	\$38.00	\$38.00
71898	DBL TWIN SPIRAL WILDERSLIDE	1	606	\$15,205.00	\$15,205.00
71677	EXIT SECTION	3	138	\$897.00	\$2,691.00
71676	CURVE RIGHT SECTION	1	46	\$1,291.00	\$1,291.00
71675	CURVE LEFT SECTION	1	46	\$1,291.00	\$1,291.00
71674	STRAIGHT SECTION	3	81	\$730.00	\$2,190.00
71715	2'STRAIGHT SECTION	1	46	\$766.00	\$766.00
71732	TRPL ENTR CASCADE/SQ DECK	1	381	\$3,849.00	\$3,849.00
INSTALL	Replacement Installation - Remove & Dispose of original existing pieces listed on Quote Number 796-174884B Install Replacement pieces listed on Quote Number 796-174884B Patch existing rubber	1	0	\$18,920.00	\$18,920.00
INSTALL	Dumpster	1	0	\$1,155.00	\$1,155.00

Total Weight: 1480.864

SubTotal: \$55,988.00
Discount: \$6,820.75
Freight: \$1,952.80
Total Amount: \$51,120.05

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of MO.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$51,120.05

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Enter desired color palette name: _____

Enter desired color: Uprights (_____)

Accents (_____) Roofs/Tubes (_____)

Play & Park Structures of MO

By: _____

Salesperson's signature

Salespersons's Signature

P.O. No:

Date:

Phone:

E-mail: _____

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

OR

Decks (_____)

Slides/Panels (_____)

Customer's Signature

Arbor Day Proclamation

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

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

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

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

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

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

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


NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, Missouri, do hereby proclaim Friday, April 11, 2025:

"ARBOR DAY"

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



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 7th Day of April In the Year of Our Lord, Two-Thousand Twenty Five.


Louis J. Magdits IV, Mayor

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OPEN TO THE COMMUNITY **Underwater Egg Hunt**

Join us in the pool for our 8th annual Underwater Egg Hunt! Our pool will be filled with colorful eggs to swim and hunt for and get a picture with the Easter Bunny!

DATE **FRIDAY, APRIL 18**
TIME **4-5 PM OR 5:30-6:30 PM**
COST **\$5 ENTRY FEE FOR ALL PARTICIPANTS AND SPECTATORS**

Don't miss out on this egg-cellent opportunity for family fun and aquatic exploration! Space is limited, so register before Wednesday, April 16.

**FOR MORE INFORMATION,
OR TO REGISTER** please visit
the Member Services desk.

THE CENTRE
ROLLA'S HEALTH & RECREATION COMPLEX

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4TH ANNUAL

EASTER BONE HUNT

PICTURES WITH THE EASTER BUNNY

12:15 PM SMALL DOG EGG HUNT (UNDER 30LB)

1:00 PM BIG DOG EGG HUNT (OVER 30LB)

GAMES - PRIZES - FUN

6FT OR SHORTER LEASH REQUIRED FOR ALL DOGS PARTICIPATING.

PROOF OF UP TO DATE VACCINATIONS REQUIRED.

\$5.00 Per Dog

**SATURDAY APRIL 26TH
START 12:00 - 1:00 PM**

**ROLLA DOG PARK 105 FAIRGROUNDS RD,
ROLLA, MO 65401**

**Register
NOW!**



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