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 21st, 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 Hahn

I. <u>OLD BUSINESS</u> –

- A. **Ordinance** approving the formation of The Highland Community Improvement District (CID). (City Administrator John Butz) **Final Reading**
- B. **Ordinance** to enter into an agreement with Olsson Inc for a Signal Design project at 10th and Holloway. (PW Director Darin Pryor) **Final Reading**
- C. Ordinance to prohibit public urination/defecation. (Police Chief, Sean Fagan) Final Reading
- D. **Ordinance** to enter into an agreement with Pierce Asphalt, LLC for Project 599, FY 2025 Phase II Asphalt (PW Director Darin Pryor) **Final Reading**
- E. **Ordinance** to enter into an agreement with Visu-Sewer of Missouri, LLC for Project 596, ARPA Stormwater CIPP. (PW Director Darin Pryor) **Final Reading**

II. CONSENT AGENDA

A. Motion accepting the April 8th, 2025 Certified Election Results (City Administrator John Butz)

III. ELECTED OFFICIALS SWEARING IN CEREMONY

- A. Comments/Recognitions of Outgoing Councilmembers:
 - i. Ward 1 Councilman Joshua Vroman
 - ii. Ward 2 Councilwoman Megan Johnson
 - iii. Ward 3 Councilman Matt Fridley
 - iv. Ward 4 Councilman Robert Kessinger
 - v. Ward 6 Councilwoman Victoria Steen

- B. Swearing-In of Newly Elected Officials:
 - i. Ward 1 Councilman August Rolufs
 - ii. Ward 2 Councilman Andrew Behrendt
 - iii. Ward 3 Councilman Aaron Pace
 - iv. Ward 4 Councilman Tom McNeven
 - v. Ward 5 Councilman David Shelby
 - vi. Ward 6 Councilman Micheal Dickens
- C. Appointment by Council of Mayor Pro-Tem 1 year term. (expires April 2026)
- D. Appointment of Council Representative for P&Z Commission 1 year term (expires April 2026)
- E. Consideration of Council Representatives to the Chamber's "Destination Rolla Grant Committee".

IV. PUBLIC HEARINGS

- A. Public Hearing and Ordinance to reconsider rezoning of 21 Stephendale Ct. From R-1, suburban Residential district to the C-1, Neighborhood Commercial district. (City Planner Tom Coots) Public Hearing and First Reading
- B. Move To Postpone: Public Hearing and Ordinance pertaining to a Text Amendment to Chapter 42, Planning and Zoning of the city of Rolla Ordinances Section 42-344 through 42-346, pertaining to signage regulations. (City Planner Tom Coots)
- C. **Public Hearing and Ordinance** to approve the vacation of the remainder of an alley north of 18th Street between Elm Street and Oak Street. (City Planner Tom Coots) **Public Hearing and First Reading**

V. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS -

VI. NEW BUSINESS -

A. **Motion** to approve use of RNA fields for Greek Week Games in September 2025 with beer sales. (PW Director Darin Pryor)

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. Motion to award bid and Ordinance to enter into agreement with BuildTec Construction LLC for Project 541, New Animal Shelter Phase 2B Kennel Masonry. (PW Director Darin Pryor) Motion to award and First Reading
- B. Motion to approve the purchase of a 2025 Ford F350 for \$11,565.53. (Fire Chief Jeff Breen)

VIII. CITIZEN COMMUNICATION

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Mayor Magdits National Day of Prayer Proclamation, accepted by Dr. Adam Bloch.
- B. Motion to re-appoint Zach Robinson to the Industrial Development Authority Board for a 6-year term (exp March 2031)

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, April 21st, 2025
- B. Spring Craft Festival, Saturday, April 26th. (PW Director Darin Pryor)

XI. CLOSED SESSION -

A. Closed Session per RSMo 610.021 – (3) Personnel

XII. ADJOURNMENT -

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Final Reading

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

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. Attorney Michael McMahon of Husch Blackwell representing McBride will attend the meeting for any final questions.

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

Note: 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

City Representative – Mayor Lou Magdits

| | I.A.1 | | |
|----------|-------|------|--|
| ITEM NO. | | | |
| | | | |

| O A D II 1/ II 1 C D I 1 C I | ORDIN. | ANCE | 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.

<u>SECTION 7:</u> 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: |
|----------------------|-----------|
| ATTEST: | Mayor |
| 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



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

ce: 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.

DESCRIPTION OF THE PROPOSED DISTRICT

A. Name of Proposed District

The name of the proposed District shall be "The Highlands Community Improvement District".

B. <u>Legal Description</u>

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").

FIVE -YEAR PLAN

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

A. <u>Purposes of the Proposed District</u>

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:

2

(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

I.A.6

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. <u>Anticipated Sources of Funds</u>

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.

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.

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 | After issuance of Initial | | |
|---------|------------------------------|---------------------------|--|--|
| | Certificate of Occupancy | 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.

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.

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.

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:

| | | As | sessed V | alue |
|------------------------------|--|------------|----------|------------|
| 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 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

Name: Jeffrey Too

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.

Notary Public

Printed Name: 12

My Commission Expires:

20/2026

LIZ ROSARIO

Notary Public - Notary Seal

St Louis County - State of Missouri

Commission Number 18965209

My Commission Expires Feb 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 Northwest Quarter, part of the South Half of Lot 2 of the Northwest Quarter, and part of the Northwest Quarter of the Northwest 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 rightof-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-ofway 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 | After issuance of Initia Certificate of | |
|---------|---|---|--|
| | Occupancy | 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:

| | | Ass | sessed Va | lue |
|------------------------------|--|------------|-----------|------------|
| 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 |
| 71-10-4.2-19-002-001.000 | 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 Toda

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.

Notary Public

Printed Name: 17

My Commission Expires:

LIZ ROSARIO Notary Public - Notary Seal St Louis County - State of Missouri

Commission Number 18965209 My Commission Expires Feb 20, 2026

HUSCHBLACKWELL

Katie Jenner Partner Michael W. McMahon Associate

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

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.

HUSCHBLACKWELL

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/Administrato

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: Final Reading

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

BUDGET APPROPRIATION - \$80,000 DATE: 04-21-25

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 final reading of the ordinance authorizing the Mayor to enter into a contract with Olsson, Inc., for \$ 92,557.60.

| ITEM NO. | 3.1 |
|----------|-----|
|----------|-----|

| ORDINANCE NO | | | | | |
|---|--------------------------------|--|--|--|--|
| AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOUR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND OLSSON, INC. FOF PROFESSIONAL SERVICES FOR SIGNAL IMPROVEMENTS AT 10^{TH} & HOLLOWAY STREETS. | | | | | |
| BE IT ORDAINED BY THE CITY COUNCIL OF T FOLLOWS: | HE CITY OF ROLLA, MISSOURI, AS | | | | |
| 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 10 th & 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. | | | | | |
| AP | PROVED: | | | | |
| | | | | | |
| MA | AYOR | | | | |
| ATTEST: | | | | | |
| | | | | | |
| CITY CLERK | | | | | |
| APPROVED AS TO FORM: | | | | | |
| | | | | | |

CITY COUNSELOR

EXHIBIT A



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

OLSSON, INC.

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.

| Ву | | Ву | | |
|----|---------------------------|-----|--------------------|--|
| , | Jonathan Peitz, PE | _ , | Reid Catt, PE | |
| | Associate Project Manager | | 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

| Ву | | | |
|--------------|-----------|-------|--|
| , | Signature | | |
| Print Name _ | | | |
| Title | | Dated | |

Attachments

Scope of Services
Exhibit A – Project Location Map & Survey Limits
Exhibit B – Fee Breakout Table
General Provisions

Page 3 of 3 I.B.5

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

Page 2 of 5 I.B.7

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 GRIDSMART detection system and battery backup.
 - All other equipment to be replaced as new.
 - o Audible pushbuttons.
 - o MoDOT style TS1 cabinet with McCain controller.
 - Flashing Yellow Arrow indications will be used for permitted left-turn movements.
 - o Street luminaires mounted on signal mast arm poles, where feasible.
 - 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:
 - Final Form of Construction and Maintenance Agreement (or similar agreement for City's execution.
 - 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.

Page 5 of 5 I.B.10

olsson

Boundary & Topographic Area Exhibit



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 Contrac | t | 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 |

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance Prohibiting Public Urination and Defecation

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

Date: April 21, 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

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

APPROVED:

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 21^{ST} DAY OF APRIL 2025

| ATTEST: | Mayor |
|------------|----------------------|
| City Clerk | APPROVED AS TO FORM: |
| | City Counselor |

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

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

BUDGET APPROPRIATION: \$ 1,500,000.00 DATE: 04/21/25

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 \$411,524.50

PO Box 696 Rolla, MO 65402

Capital Paving and Construction, LLC \$456,739.20

117 Commerce Drive Jefferson City, MO 65109

NB West Contracting Company \$ 488,019.20

18637 US Highway 66 Pacific, MO 63069

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

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

| D |
|----|
| |
| /· |

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:

<u>Section 1:</u> 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".

<u>Section 2:</u> 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 Fir | rst Part and hereinafter call | ed Owner, and |
| Pierce Asphalt, LLC | Party of the | e 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**.

17 1.D.3

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

- 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

1.D.4

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.

<u>ARTICLE VI.</u> 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.

<u>ARTICLE VII.</u> 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.

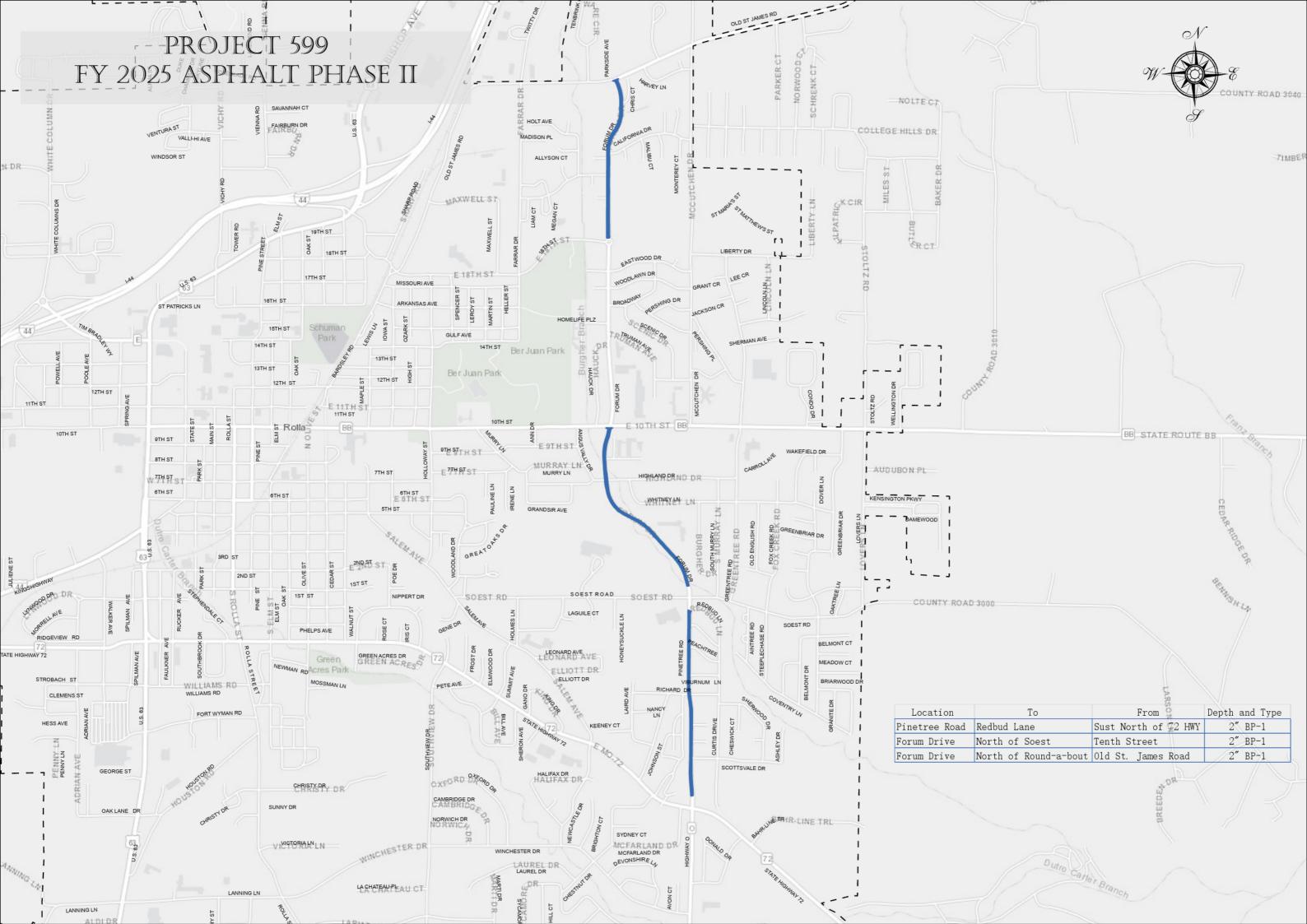
<u>ARTICLE VIII.</u> Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

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 |
|--|---|
| ВҮ | BY |
| Mayor, Owner, Party of the First Part | |
| Printed Name | Printed Name/Title |
| Filined Name | Finited Name/Title |
| STATE OF MISSOURI) SS) | |
| County of Phelps) | |
| On this day of before | e me appeared, |
| to me personally known, who, being by me duly so of Rolla, Missouri, a municipal corporation, and to corporate seal of said municipal corporation and to municipal corporation and that said instrument who of the City of Rolla, Missouri; and the said said instrument to be the free act and deed of said | sworn, did say that he is the Mayor of the City the seal affixed to said instrument is the that said instrument is the corporate seal of said as signed under authority of the City Council of |
| My commission expires: | |
| Notary Public | |
| STATE OF MISSOURI) SS) County of Phelps) | |
| On this day of before to me personally known, who, being by me duly s | sworn, did say that (s)he is the |
| and that the seal affixed to said instrument is the | |
| of its board of directors; and the said | acknowledged said |
| instrument to be the free act and deed of said corp | |
| My commission expires: | |
| Natary Duklia | |
| Notary Public | |

20 I.D.6



His pagis intertional lett blank

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance <u>Final Reading</u>

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

BUDGET APPROPRIATION: \$1,104,000 DATE: 04/21/25

(\$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 final 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.

| ITEM NO. | I.E.1 |
|----------|-------|
| | |

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:

<u>Section 1:</u> 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".

<u>Section 2:</u> 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.

4 DDD 0\ /ED

| | 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 F | First Part and hereinafter called C | Owner, and |
| Visu-Sewer of Missouri, LLC | Party of the sec | ond 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

18 I.E.4

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.

<u>ARTICLE VI.</u> 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.

<u>ARTICLE VII.</u> 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.

<u>ARTICLE VIII.</u> 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 | BY |
| Mayor, Owner, Party of the First Part | |
| Printed Name | Printed Name/Title |
| STATE OF MISSOURI) SS) County of Phelps) | |
| of Rolla, Missouri, a municipal corporation, and corporate seal of said municipal corporation and | y sworn, did say that he is the Mayor of the City I the seal affixed to said instrument is the I that said instrument is the corporate seal of said was signed under authority of the City Council of |
| My commission expires: | |
| Notary Public | |
| STATE OF MISSOURI) SS) County of Phelps) | |
| On this day of befo | re me appeared , |
| to me personally known, who, being by me duly of | |
| and that the seal affixed to said instrument is the of its board of directors; and the said instrument to be the free act and deed of said co | |
| My commission expires: | |
| Notary Public | |



Quantities

Price Chopper - 260 LF -18" Price Chopper - 282 LF 24" Price Chopper - 380 LF 36" Oaktree - 275 LF 18" Oaktree - 398 LF 18" South Murry - 250 LF 12" Winchester - 181 LF 24"

Winchester - 218 LF 15"

Storm Reline

CITY OF ROLLA 2024 STORM SEWER RELINE BOUSLEY



2024



His pagis intertional lett blank

Laura Johnson

PHELPS COUNTY CLERK

200 North Main, Suite 102 Rolla, Missouri 65401 Ph: 573-458-6101

Fax: 573-458-6119

April 14, 2025,

City of Rolla

Attn: Lorri Powell, City Clerk

901 N Elm St Rolla, MO 65401

Fax: 573-426-6947

VERIFICATION BOARD CERTIFICATION OF ELECTION RESULTS APRIL 8, 2025 GENERAL MUNICIPAL ELECTION FOR THE CITY OF ROLLA

Council Representative Ward 1, 2-year term*

| | Regular | Absentee | |
|---------------|---------|----------|-------|
| | Votes | Votes | Total |
| Joshua Vroman | 62 | 4 | 66 |
| August Rolufs | 128 | 10 | 138 |
| Shele Barrack | 6 | - 0 | 6 |

Council Representative Ward 2, 2-year term*

| | Regular | Absentee | |
|-----------------|---------|----------|-------|
| | Votes | Votes | Total |
| Andrew Behrendt | 116 | 19 | 135 |
| Megan Johnson | 99 | 18 | 117 |
| Sydney Adams | 26 | 4 | 30 |

Council Representative Ward 3, 2-year term*

| | Regular | Absentee | |
|------------|---------|----------|-------|
| | Votes | Votes | Total |
| Aaron Pace | 191 | 14 | 205 |
| Tyler Paul | 171 | 16 | 187 |

Council Representative Ward 4, 2-year term*

| · | Regular | Absentee | |
|----------------|---------|----------|-------|
| | Votes | Votes | Total |
| Debie Crutcher | 197 | 19 | 216 |
| Tom McNeven | 391 | 35 | 426 |



^{*}No write-in tally; no candidates having filed as qualified write-ins, see RSMo 115.453 (4) II.A.1

Laura Johnson

PHELPS COUNTY CLERK

200 North Main, Suite 102 Rolla, Missouri 65401

Ph: 573-458-6101

Fax: 573-458-6119

Council Representative Ward 5, 2-year term

| | Regular Votes | Absentee Votes | Total |
|------------------------|------------------|-------------------|-------|
| David Carlton, Shelby | 81 | 4 | 85 |
| Elizabeth "Liz" Sperry | 62 | 6 | 68 |

Council Representative Ward 6, 2-year term*

| | Regular | Absente | Tota |
|-----------------|---------|---------|------|
| | Votes | e Votes | ı |
| Micheal Dickens | 42 | 4 | 46 |
| Victoria Steen | 18 | 3 | 21 |

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

John Luther

Democratic Verification Judge

COMMISSION OF PHELPS OF THE PROPERTY OF THE PR

Ellen Williamson
Republican Verification Judge

Laura Johnson, Phelps County Clerk

II.A.2

Destination Rolla Grant Committee Responsibilities:

The members of the Destination Rolla Grant Committee are responsible for the annual review of the grant program's guidelines to ensure they align with the Rolla Chamber of Commerce's tourism objectives. This includes ensuring that the guidelines reflect the evolving needs of tourism-related events and activities taking place in the Rolla area (within 10 miles of the city limits). The committee evaluates applications based on the established funding criteria, focusing on the ability of events to attract visitors from outside the area, generate business for local lodging, and create a positive economic impact on local businesses and attractions. Committee members make recommendations for funding, adhering to the specific funding guidelines and levels to maintain fairness and consistency in the allocation process.

Additionally, committee members are required to maintain strict confidentiality throughout the evaluation process, ensuring that sensitive applicant information is protected. Their role is crucial in guiding the strategic use of funds to support events that drive tourism, contribute to economic growth, and enhance the visibility of Rolla as a travel destination.

Committee Time Commitment:

September: Review grant guidelines, typically via email, to address any updates or changes.

December: Attend a meeting to evaluate grant applications and make funding recommendations.

As Needed: Be available for additional meetings if further discussions on guidelines or applications are required and/or another application process is opened during the year.

Grant Program Timeline:

September: Review grant guidelines to address any updates or changes

October: Public announcement of the grant application opening date and timeline

Mid-November: Application process opens

Mid-December: Application process closes

Late December: Committee meeting to evaluate grant applications

January: Grant award announcements

His pagis intertional lett blank



CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT: Community Development **ACTION REQUESTED:** Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 21 Stephendale Ct from the R-1, Suburban Residential district to

the C-1, Neighborhood Commercial district

(ZON25-02)

MEETING DATE: April 21, 2025

Application and Notice:

Applicant/Owner - Thu and Thuy Tran

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County

Focus; signage posted on the property; https://www.rollacity.org/agenda.shtml

Background: The applicant seeks to rezone the subject property to allow the possibility of renovate

the existing house for use as a restaurant. Such use would be limited in scale due to

the size of the property and required parking.

The City Council did not approve a request to rezone the same property earlier this year. The applicant has worked to address the issues that were raised at the public meetings and by neighboring property owners. The applicant has prepared a site plan to demonstrate that the subject property should be able to accommodate parking for

several vehicles. The applicant is now under contract to purchase the adjacent property, which is already zoned commercially, to allow access to Hwy 72. The applicant has spoken with many of the nearby property owners and feels that the

issues that were previously raised have been resolved.

Property Details:

Current zoning - R-1, Suburban Residential; to be rezoned to C-1, Neighborhood Commercial

Current use - Single-family residential

Proposed use - Commercial

Land area - About 8,400 square feet

Public Facilities/Improvements:

Streets - The subject property has frontage on Stephendale Court, a local street; and frontage

on Hwy 72, an primary arterial road, however the lot does not have access to Hwy 72.

The lot would have access to Hwy 72 through the adjacent property.

Sidewalks - Sidewalks already exist along the Hwy 72 frontage. No sidewalk is required along the

Stephendale Court frontage.

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

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for

Neighborhood Commercial uses.

Discussion:

The subject property is located on the Hwy 72 corridor, between properties that are already zoned C-1, Neighborhood Commercial. From a land use standpoint, commercial zoning seems appropriate and supported by the Comprehensive Plan.

Although not required for rezoning, the applicant has provided a site plan to demonstrate that the property should have adequate space for the required vehicle parking.

If approved, staff recommends that the zoning approval be conditional on closing on the purchase of the adjacent property (400 Hwy 72 West) and either combining that property with the subject property, or recording an access easement to provide access to Hwy 72.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on April 15, 2025 and voted 6-0 to recommend the City Council approve the request with the condition that the zoning does not become effective until the applicant has purchased the adjacent property (400 Hwy 72 West) and either combines that property with the subject property, or records an access easement to provide access to Hwy 72.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Application; Letter of Request; Site Plan; Ordinance

| ORDINANCE NO. |
|---------------|
|---------------|

AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY LOCATED AT 21 STEPHENDALE COURT FROM THE R-1, SUBURBAN RESIDENTIAL DISTRICT TO THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT

(ZON25-02)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on April 15, 2025 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its April 21, 2025 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

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

Lot 25, Rolla Park Subdivision, Rolla, Phelps County, Missouri

SECTION 2: The approval of the map amendment is contingent on the subject property gaining access to Hwy 72, therefore, the zoning shall not become effective until the applicant has purchased the adjacent property (400 Hwy 72 West) and either combines that property with the subject property, or records an access easement to provide access to Hwy 72.

SECTION 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 5th DAY OF MAY, 2025.

| | APPROVED: | |
|----------------------|-----------|--|
| ATTEST: | Mayor | |
| City Clerk | | |
| APPROVED AS TO FORM: | | |
| City Counselor | | |

From: Thuy & Thu Tran 21 Stephendale Court Rolla, MO 65401

To: City of Rolla 901 N Elm Street Roll, MO 65401

Subject: Rezoning request

We are writing to request the rezoning of 21 Stephendale Court from R1 to C1 to operate a Vietnamese restaurant serving the Rolla community.

21 Stephendale Court is currently the only property in the vicinity with Highway 72 frontage that is not zoned C1. To the east, 1 Stephendale Court, currently housing GPD Insurance Agency, is already zoned C1. To the west, 400 W Highway 72, a rental property, is also zoned C1.

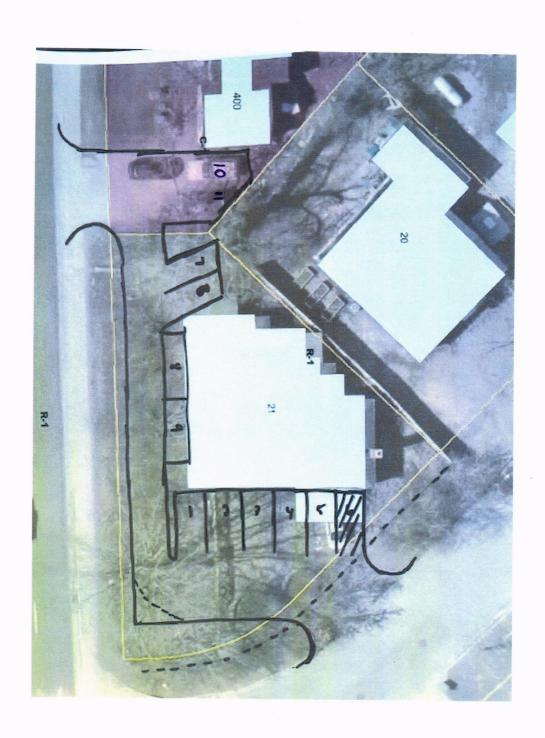
The Comprehensive Plan designates the property as suitable for Neighborhood Commercial uses. Although the Zoning and Planning Commission approved our initial rezoning request, the city council denied it on February 3, 2025, due to concerns about parking shortages and potential increased traffic on Stephendale Court.

To address these concerns, we have initiated the purchase of the adjacent property at 400 W Highway 72, with possession expected on April 25, 2025. The attached plan for a parking lot includes 11 parking spaces for our customers: 9 spaces on 21 Stephendale Court and 2 spaces on 400 W Highway 72. Customers will enter via Stephendale Court and exit via the driveway on 400 W Highway 72.

We respectfully request the city to rezone 21 Stephendale Court from R1 to C1, so the Rolla community can have an additional dining option.

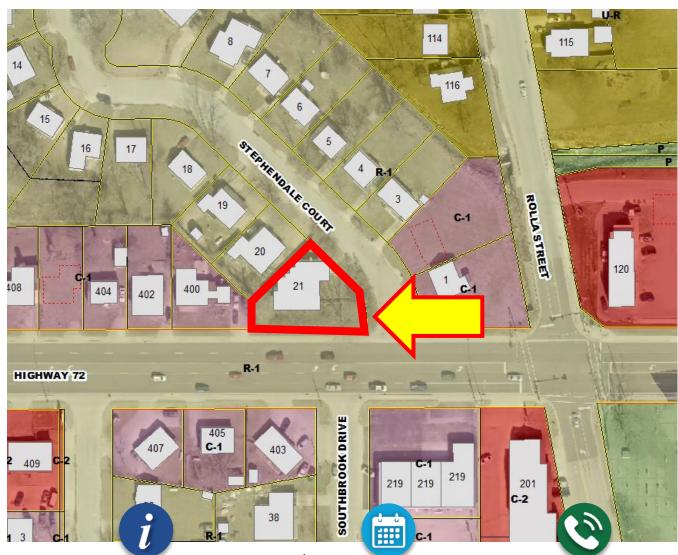
Thank you,

Thuy & Thu Tran 21 Stephendale Court Rolla, MO 65401





PUBLIC NOTICE



Project Information:

Case No: ZON25-02

Location: 21 Stephendale Ct Applicant: Thu and Thuy Tran

Request:

Rezoning from R-1, Suburban Residential to C-1, Neighborhood Commercial

Public Hearings:

Planning and Zoning Commission

April 15, 2025 5:30 PM

City Hall: 1st Floor

City Council
April 21, 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

IV.A.7



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.

Lot 25, Rolla Park Subdivision, Rolla, Phelps County, Missouri

LEGAL DESCRIPTION

What is a Rezoning (Map Amendment)?

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

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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





573-364-5333

R: 24209/OMMUNITY DEVELOPMENT

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

www.rollacity.org/comdev

LAND USE APPLICATION

| Contact Ir | nformation: | Property/Request Information: |
|---|--|--|
| Name(s) 21 Mailing Addres City, State, Zip | & Thu Tran Stephendale Court | Request: Rezoning Planned Unit Development Conditional Use Permit Voluntary Annexation |
| Phone | tranhoangthu@gmail.com | 21 Stephendale Court, Rolla, MO 65401 |
| Email | | Property Address/Location |
| Agent/Appli | cant (If Different Than Property Owner): | R1 to C1 |
| | | Property Zoning (Current and Proposed) |
| Name | | The second devices a second of the second of |
| Mailing Addres | SS | Proposed Development/Project/Amendment |
| City, State, Zip | | |
| Phone | | |
| Email | | |
| | APPLICATI | ON CHECKLIST: |
| K | Completed Application Form | |
| es E | Agent Letter (If Applicable) | |
| /erifi | Filing Fee - \$375 (Rezoning); \$600 (PU | ID); \$450 (Conditional Use Permit); \$600 (Annexation) |
| # T | Legal Description (Unplatted and Irreg | gular Lots Only) |
| City Staff Verifies | Site Plan (If Applicable) | |
| 0 | Letter of Request/Project Report/Not | tarized Petition (Annexation) (If Applicable) |

OFFICE USE ONLY:

Case No: 20/15-01

DRC Meeting Date:

3.18.25

PZ Hearing Date: 4.15.35

Submission Date: 3.10.25

Advertise By:

3,20,25

CC Hearing Dates: 4,31,35

INFORMATION:

Rezonings (Map Amendments) are reviewed to meet the following criteria:

- 1. Consistency with the intent of the Rolla Comprehensive Plan;
- 2. Changed or changing conditions that make the proposed rezoning necessary or desirable;
- 3. Compatibility of allowed uses with the uses permitted on other property in the immediate vicinity;
- 4. Reasonably viable economic use of the subject property; and
- 5. Relevant information submitted at the public hearing.

PUD's (Planned Unit Developments) are reviewed to meet the following criteria:

- 1. Criteria for rezoning (above);
- 2. Adequacy of existing utility services and facilities or ability to provide utilities and facilities;
- 3. Impact upon vehicular and pedestrian traffic safety;
- 4. Whether the intent and goals of the Planned Unit Development requirements are met (See 42.260); and
- 5. Relevant information submitted at the public hearing.

CUP's (Conditional Use Permits) are reviewed to meet the following standards:

- 1. Consistency with the intent of the Rolla Comprehensive Plan;
- 2. Compatibility of the proposed use, scale, and location with uses in the immediate vicinity;
- 3. Adequacy of existing utility services and facilities or ability to provide utilities and facilities;
- 4. Whether reasonable conditions may be imposed to mitigate any impacts to the immediate vicinity;
- 5. Impact upon vehicular and pedestrian traffic safety; and
- 6. Relevant information submitted at the public hearing.

Annexation are *reviewed* to meet the following criteria:

- 1. Conformity with the minimum statutory requirements;
- 2. Consistency with the Rolla Comprehensive Plan;
- 3. Adequacy of existing utility, city services, and facilities or ability to provide utilities, services, and facilities; and
- 4. Relevant information submitted at the public hearing.

Acknowledgement and Authorization:

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

| Property Owner(s): | | Applicant/Agent (If Different From Owner) | |
|--------------------|-----------|---|-------|
| | Thuy Tran | | |
| Sign | Print | Sign | Print |
| | Thu Tran | | |
| Sign | Print | Sign | Print |



CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT: Community Development **ACTION REQUESTED:** Postpone to May 19, 2025

SUBJECT: Text Amendment to Chapter 42, Planning and Zoning of the City of Rolla Ordinances Section 42-

344 through 42-346, pertaining to signage regulations

(TXT25-01)

MEETING DATE: April 21, 2025

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on April 16, 2025. The Commission discussed a few modifications to the proposed text amendment. In order to review the changes before sending a recommendation to the City Council, they voted 6-0 to continue the discussions to the May 13 Planning and Zoning Commission meeting.

Staff Recommendation:

Notice has been provided for the City Council to conduct a public hearing on the request at the April 21, 2025 City Council meeting. Staff recommends that the City Council postpone the public hearing to the May 19, 2025 City Council meeting to allow for the Planning and Zoning Commission to conclude their discussion and make a recommendation.

Prepared by: Tom Coots, City Planner

His pagis intertional lett blank



CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT: Community Development **ACTION REQUESTED:** First Reading/Public Hearing

SUBJECT: Vacation of the remainder of an alley north of 18th Street between Elm Street and Oak Street

(VAC25-03)

MEETING DATE: April 21, 2025

Background: The northern portion of the subject alley has been previously vacated to allow for the

development of the Town and Country Bank. The alley previously provided access to

the adjacent lots but no longer provides access.

The City of Rolla is the applicant for the request. Preemptively vacating unneeded rights-of-way saves time and effort for the property owners and prevents the need for

review of several separate requests.

Application and Notice:

Applicant - City of Rolla

Public Notice - Letters mailed to nearby property owners; Legal ad in the Phelps County Focus;

signage posted on the property; https://www.rollacity.org/agenda.shtml

Property Details:

Land area - Approximately 1,800 sq. ft. of right-of-way to be vacated.

Public Facilities/Improvements:

Utilities - Overhead electric and communications utilities are located in the alley. Easements will

be retained over the alley.

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

vacations.

Discussion: The vacation has been reviewed by city staff and has been found to not be needed for

public access at this time. Vacating the right-of-way would transfer ownership back to

the adjacent property owner. A Utility easement will be retained.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on April 14,

2025 and voted 6-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice; Vacation Exhibit; Ordinance

|--|

AN ORDINANCE APPROVING THE VACATION OF THE REMAINDER OF AN ALLEY IN SCHUMAN'S ADDITION TO THE CITY OF ROLLA, GENERALLY LOCATED NORTH OF 18TH STREET BETWEEN OAK STREET ELM STREET.

(VAC25-03)

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

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

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

The remaining alley adjacent to Lots 5, 6, 11, and 12, Block 17, Schuman's Addition to the City of Rolla, Phelps County, Missouri.

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

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

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

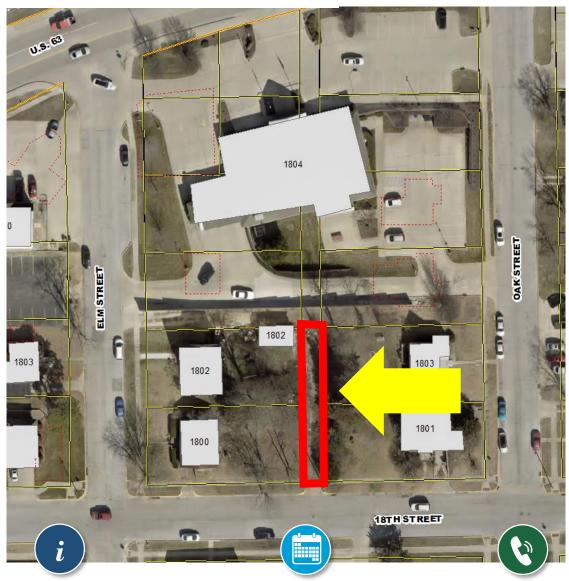
ADDDOVED.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 5^{TH} DAY OF MAY, 2025.

| | AFFROVED. | |
|----------------------|-----------|--|
| ATTEST: | Mayor | |
| City Clerk | | |
| APPROVED AS TO FORM: | | |
| City Counselor | | |



PUBLIC NOTICE



Project Information:

Case No: VAC25-03

Location: Alley north of 18th Street

between Elm Street and

Oak Street

Applicant: City of Rolla

Request:

Vacation of the remaining alley

Public Hearings:

Planning Commission

April 15, 2025 5:30 PM

City Hall: 1st Floor

City Council

April 21, 2025

6:30 PM

City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner

tcoots@rollacity.org

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

Monday - Friday



What is a Vacation?

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

What is a Right-of-Way?

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

How will this impact my property?

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

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

Do I need to do anything?

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

Why is this proposed?

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

What if I have concerns about the proposal?

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

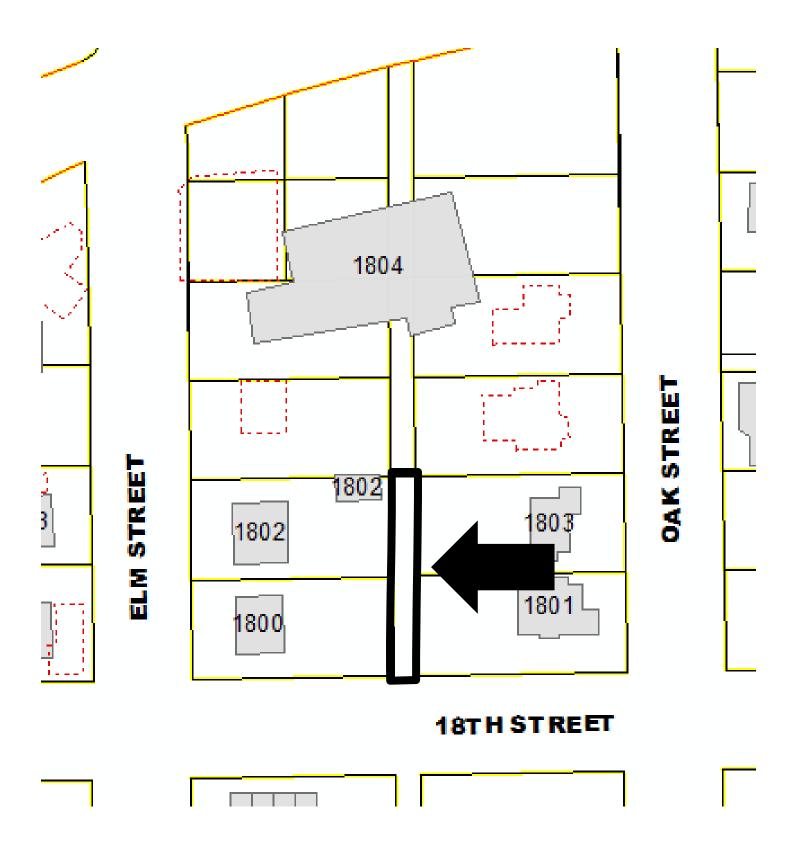
What if I have more questions?

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



LEGAL DESCRIPTION

The remaining alley adjacent to Lots 5, 6, 11, and 12, Block 17, Schuman's Addition to the City of Rolla, Phelps County, Missouri.



His pagis intertional lett blank

CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

ITEM/SUBJECT: Request by S&T-Interfraternity Council-Sept. 2025 Greek Week Games

BUDGET APPROPRIATION: NA DATE: April 21, 2025

COMMENTARY:

The S&T IFC is again requesting use of the Rolla National Airport Extravaganza site for their Greek Week games on September 11th and 20th. The event has taken place for at least 20 years and cooperation has generally been very good. The request includes approval of beer sales, which requires a State license, insurance, security, and bus transportation for all participants with the exception of event organizers. The organizers will be hiring 2 members of the Phelps County Sherriff's Department to check ID's and will be following the risk management policies approved by the campus for the event.

Recommendation: Motion to approve use of RNA fields for Greek Week Games in September 2025 with beer sales.

His pagis intertional lett blank

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance Motion/1st Reading

ITEM/SUBJECT: Project #541 – NEW ANIMAL SHELTER

PHASE 2B - KENNEL MASONRY

BUDGET APPROPRIATION: \$ 250,000.00 DATE: 04/21/25

COMMENTARY:

City staff received bids for Project 541, New Animal Shelter – Phase 2B Kennel Masonry. The bids were as follows:

BuildTec Construction LLC PO Box 355 St. James, MO 65559 \$ 165,000.00

This phase includes construction of the interior and exterior block walls for the kennel area in the rear of the building.

Staff are requesting a motion to award the bid, and a first reading of the ordinance authorizing the Mayor to enter into the contract with BuildTec Construction LLC, for \$165,000.00.

| ITEM NO. | VII.A.1 |
|----------|---------|
| | |

ORDINANCE NO.

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

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

<u>Section 1:</u> 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 541 between the City of Rolla and BuildTec Construction LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

<u>Section 2:</u> 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 5TH DAY OF MAY 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 | | | | |
| BuildTec Construction LLC | Party of the s | econd 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: **New Animal Shelter, Phase 2B Kennel Masonry, Project 541**, 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 New Animal Shelter, Phase 2B Kennel Masonry, Project 541.

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 \$165,000.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

<u>ARTICLE VII.</u> 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.

<u>ARTICLE VIII.</u> 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 | BY |
| Mayor, Owner, Party of the First Part | |
| Printed Name | Printed Name/Title |
| STATE OF MISSOURI) SS) County of Phelps) | |
| of Rolla, Missouri, a municipal corporation, and corporate seal of said municipal corporation and | sworn, did say that he is the Mayor of the City the seal affixed to said instrument is the that said instrument is the corporate seal of said was signed under authority of the City Council of |
| My commission expires: | |
| Notary Public | |
| STATE OF MISSOURI) SS) County of Phelps) | |
| On this day of before | re me appeared , |
| to me personally known, who, being by me duly of | |
| and that the seal affixed to said instrument is the of its board of directors; and the said instrument to be the free act and deed of said co | |
| My commission expires: | |
| Notary Public | |

CITY OF ROLLA CITY COUNCIL AGENDA

DEPT. HEAD: Jeff Breen, Fire Chief **ACTION REQUESTED:** Motion

ITEM/SUBJECT: Vehicle/F-350

BUDGET APPROPRIATION: \$30,000 DATE: April 21, 2025

Over 20 years ago the City of Rolla Fire & Rescue was designated as the Region I Homeland Security All Hazards Response Team. This designation opens grant opportunities for the City of Rolla. We applied for and obtained a federal grant for a primary mover vehicle for towing equipment trailers such as Haz-Mat, Water Rescue, and Natural Cover Fire equipment. In addition, this vehicle will be used for local storm call response and transporting department members to training events. The amount granted is \$42,272.47.

Our current vehicle is a 2003 Ford F350. This truck is still useful to the Fire Department as a utility vehicle. With its power lift gate, we have been able to move powered wheelchairs that have lost battery power, and it will still be used for local storm calls and equipment transport, however, it is time to replace it as a primary mover vehicle.

Per state and federal requirements, Meramec Regional Planning Commission (MRPC) solicited bid proposals with dealerships holding state bid contracts. The bidder selected was Machens Ford – Columbia. The total bid price with all needed vehicle equipment options for a 2025 Ford F350 is \$53,838.00. This total price, minus the grant amount, leaves a total of \$11,565.53 for the purchase of a 2025 Ford F350 primary mover vehicle.

Staff is requesting a motion to approve the purchase of a 2025 Ford F350 for \$11,565.53.



THIS BE SHELL OF THE PARTY OF T



PHELPS COUNTY NATIONAL DAY OF PRAYER EVENTS • MAY 1ST 2025

2025 Theme:

POUR OUT TO THE GOD OF HOPE AND BE FILLED May the God of hope fill you with all joy and peace... Romans 15:13a

6:30 AM MORNING PRAYER SERVICE

Ridgeview Christian Church 806 Ridgeview Rd, Rolla, MO Doors open at 6:00 continental breakfast served.

12:15 PM READING OF THE NATIONAL PRAYER

City of Rolla Flagpole corner of 10th Street and N. Elm Street

6:00 PM COMMUNITY PRAYER SERVICE

Rolla Church of the Nazarene 1901 E. 10th Street Rolla

Donations & headcount information for morning service is available by request at PhelpsCONationalDayofPrayer@gmail.com,

573-202-9927, National Day of Prayer, c/o Gwendolyn Hicks

Checks should be made payable to "Phelps County National Day of Prayer." Phelps County National Day of Prayer Committee is a tax-deductible non-profit organization.

IX.A.1

PROCLAMATION NATIONAL DAY OF PRAYER

WHEREAS: It is the duty of nations, as well as of men, to owe their dependence upon the overruling power of God, to confess their sins and transgressions, in humble sorrow, yet with assured hope that genuine repentance will lead to mercy and pardon, and to recognize the sublime truth announced in the Holy Scriptures and proven by all history, that those nations only are blessed whose God is the Lord; and

WHEREAS: We believe that this nation was founded upon a relationship of those who govern with Him who created them and who ordained the government; that a culture in which Godly leaders can mature is a culture of adherence to principles expressed in the Bible; and that Biblical principles are the cornerstones of compassionate and appropriate governance and the best template for a society characterized by morality, freedom, justice and peace; and

WHEREAS: We know our leaders are under tremendous pressure. We know they need our prayers and our leaders need to know they are being supported in prayer. We pray for our leaders "that we may live peaceful and quiet lives in all godliness and holiness"; and

WHEREAS: Now is the time to pray for the families of our country. The family is an institution ordained by God. A healthy family should be a place of love, support and spiritual growth; and

WHEREAS: The youth of today will grow up to lead the 21st century America. Each day they are bombarded by conflicting moral standards. We pray for the youth of America and ask the Lord to make them bold in their faith. May He grant them the ability to work together in unity as they seek to light our Nation with prayer; and

WHEREAS: The City of Rolla now joins our country in a day of prayer for our Nation, our Leaders, our Communities, our Families and our Youth.

NOW, THEREFORE, I, Louis J. Magdits, IV, Mayor of the City of Rolla, do hereby proclaim Thursday, May 1st, 2025 as:

"National Day of Prayer"

in Rolla Missouri with the theme "Pour out to the God of Hope and be filled".



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rolla to be affixed this 21st Day of April in the Year of Our Lord, Two-thousand and Twenty Five.

Mayor Louis J. Magdits IV



2025 Downtown RDBA Schedule of Events

Wednesday, March 12 - 11:30 a.m., St. Pat's Arrival

Saturday, April 5 – 8 a.m. – Noon, Rolla Downtown Farmers Market - Opening Day – Every Saturday through October – Winter Market

Saturday, April 26 - 9 a.m. – 4 p.m., *Spring Arts & Crafts Festival* (Insurance Required)

Friday, June 6 – 4 p.m., 31st Route 66 Summerfest (Insurance Required)

Saturday, June 7– 9 a.m., 31st *Route 66 Summerfest* (Insurance Required)

Saturday, September 27 – 3 p.m. – 7 p.m., *Downtown Dishes & Drinks* (Insurance Required)

Saturday, October 4 – 9 a.m.– 3 p.m., 46th Annual Fall Arts & Crafts Festival (Insurance Required)

Friday, October 31 – 5 p.m. – 7 p.m., *Boo Palooza* (Insurance Required)

Saturday, November 15 – 2025 Shop Downtown Rolla for Christmas Launches

Wednesday, December 17 – 2025 Shop Downtown Rolla for Christmas Ends



Saturday, April 26th
Pine Street, Downtown Rolla, MO
9 am - 3 pm