



REGULAR CITY COUNCIL MEETING

Monday, August 3, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). 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

PRESIDING: MAYOR LISTER B. FLORENCE JR.

COUNCIL ROLL: MELISSA GANZ, AUGUST ROLUFS, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, SUE BROWN, TOM MCNEVEN, ELIZABETH SPERRY, DAVID SHELBY, AMELIA MARKWELL AND MICHEAL DICKENS

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1. **CALL TO ORDER**
 2. **PLEDGE OF ALLEGIANCE - Council Representative Tom McNeven**
 3. **CONSENT AGENDA**
 - a. **Motion to accept sewer easement from Rolla Public Schools (Public Works Director Darin Pryor)**
 - b. **Approval of City Council Minutes**
 1. **July 6th, 2026, City Council Minutes**
 2. **July 6th, 2026, Closed Session City Council Minutes**
 3. **July 20th City Council Minutes**
 4. **July 27th Council Work Session Minutes**
 4. **MONTHLY REPORTS; BOARD & COMMITTEE MINUTES**
 - a. **Environmental Services Department monthly report - June 2026**
 - b. **Building Codes monthly report - June 2026**
 - c. **Rolla Police Department monthly report - June 2026**
 - d. **Animal Control monthly report - June 2026**
 - e. **Rolla Municipal Court summary - June 2026**
 - f. **Fire Incident Report - June 2026**
 - g. **Centre monthly report - June 2026**
 - h. **City Project Tracking Spreadsheet (as of July 29th, 2026)**
 5. **PUBLIC HEARINGS - None**
 6. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS**
 7. **OLD BUSINESS**
 - a. **Bill 2026-07, to rezone a portion of property addressed as 1349 E Hwy 72 from**

the C-2, General Commercial district to the R-3, Multi-family Residential district. (Community Development Director Dawn Bell) Final Reading

- b. Bill 2026-09, approving Text Amendments to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances, Sections 42.223, C-C, Center-City Commercial District; and Article III, General Provisions, Division 2, Parking; and Division 5, Special Uses, Section 42.454 Medical Marijuana Uses; and Section 42.710, Zoning Use Table. (Community Development Director Dawn Bell) Final Reading
- c. Bill 2026-08, to replat to combine lots and vacate a portion of the rights-of-way of Industrial Park Drive and dedicate replacement easements in the M, Manufacturing district at 2021 Industrial Park Drive. (Community Development Director Dawn Bell) Final Reading
- d. Bill 2026-10 to place a temporary Moratorium on data centers and other high utility uses. (Community Development Director Dawn Bell) Final Reading
- e. Bill 2026-06, to enter into agreement with N.B. West Contracting Company for the Taxiway A Reconstruction project. (PW Director Pryor) Final Reading
- f. Bill 2026-05, to enter into an agreement with Capital Paving & Construction, LLC for the Runway 13-31 Rehabilitation project. (Public Works Director Darin Pryor) Final Reading

8. NEW BUSINESS

- a. Bill 2026-11, to establish a procedure for disclosure of potential conflicts of interest. (City Clerk Lorri Powell) First Reading
- b. Bill 2026- 12, authorizing the mayor to enter into a supplemental agreement with Woolpert, Inc. for \$353,355.00 for construction administration services for the rehabilitation of Runway 13-31. (Public Works Director Darin Pryor) First Reading
- c. Discussion of Goals & Objectives for FY 2027 (City Administrator Keith Riesberg)

9. CLAIMS and/or FISCAL TRANSACTIONS

- a. Motion to award bid and Bill 2026-13, awarding bid and entering into an agreement with All-Type Fence, Inc for fencing at the Animal Shelter. (Public Works Director Darin Pryor) Motion to Award Bid and First Reading
- b. Motion to award bid and Bill 2026-14, awarding bid and entering into an agreement with Advanced Rehabilitation Technology regarding manhole lining services. (Public Works Director Darin Pryor) Motion to Award and First Reading

10. CITIZEN COMMUNICATION

11. MAYOR/CITY COUNCIL COMMENTS

12. COMMENTS FOR THE GOOD OF THE ORDER

- a. Next City Council meeting, Monday, August 20th, 2026

13. CLOSED SESSION - Closed Session per RSMo 610.021 – None

14. ADJOURNMENT



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Motion

SUBJECT: Acceptance of a sewer easement

PREPARED BY: Darin Pryor

ATTACHMENTS: Easement

(CASE/PROJECT #)

MEETING DATE: August 3, 2026

Overview: City staff is requesting a motion to accept the attached sanitary sewer easement from the Rolla Public School District. This is to provide an easement for the installation of sewer across the Truman Elementary School property.

Background information:

Fiscal considerations: None

Recommendation:

Staff is requesting a motion to accept the sewer easement

SANITARY SEWER EASEMENT

Date of Document: _____

Grantor: **Rolla School District No. 31**

Grantee: **City of Rolla**

Mailing Address: **500A Forum Drive, Rolla, MO 65401**

Legal Description: **Page 2**

Reference Book and Page(s): _____

SANITARY SEWER EASEMENT

THIS INDENTURE, Made on the 17th day of July, 2026, by and between Rolla School District No. 31, Grantors, and the City of Rolla, Missouri, Grantee:

WITNESSETH: That the said Grantor(s), in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, do by these presents, remise, release and forever quit claim unto the Grantee, its successors and assigns, a permanent sanitary sewer easement as follows:

SANITARY SEWER EASEMENT

A 20.0 feet wide sanitary sewer easement situated in the Northwest Quarter of Section 1, Township 37 North, Range 8 West of the 5th P.M. lying 10.0 feet on each side of the following described centerline: Commencing at the Southeast corner of the Northwest Quarter of said Section 1; thence North 86°43'40" West, 1243.40 feet to the Point of Beginning of centerline of easement; thence North 66°59'30" East, 170.62 feet to an existing sewer line and the Point of Ending of centerline of easement.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto said Grantee, for the purpose of establishing, laying, constructing, maintaining, operating, repairing or removing utilities, through and across said land herein described forever, including the rights of the Grantee, its successors, legal representatives, assigns, contractors, franchisees and licensees, which assigns and/or contractors may include either or both public or private utility providers, and which assignment may be made for consideration to reasonable ingress and egress over and across the property of the Grantor(s) for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running

with the land and shall be binding upon the heirs, legal representatives and assigns of the Grantor(s) herein.

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed by the Rolla Public Schools Board of Education President, the day and year first above written.

James H. Packard
Signature

James Packard, School Board President
Name and Title

Signature

Name and Title

STATE OF MISSOURI)

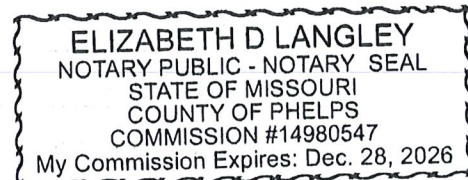
) SS.

COUNTY OF Phelps)

On this 17th day of July, 2026, before me personally appeared James Packard, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in Rolla, Missouri the day and year above written.

Elizabeth D. Langley
Notary Public



My Commission Expires: 12/28/2026



REGULAR CITY COUNCIL MEETING

Minutes

Monday, July 6, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). 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

PRESIDING: MAYOR LISTER B. FLORENCE JR.

COUNCIL ROLL: MELISSA GANZ, AUGUST ROLUFS, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, SUE BROWN, TOM MCNEVEN, ELIZABETH SPERRY, DAVID SHELBY, AMELIA MARKWELL AND MICHEAL DICKENS

1. CALL TO ORDER

Minutes:

- **Presiding:** Mayor Lister B. Florence Jr.
- **Council Members in Physical Attendance:** Melissa Ganz, Andrew Behrendt, Nathan Chirban, Aaron Pace, Steve Jackson, Sue Brown, Elizabeth Sperry, David Shelby, Amelia Markwell, and Micheal Dickens.
- **Council Members Absent:** August Rolufs and Tom McNeven
- **Department Directors and Other City Officials in Physical Attendance:** Public Works Director Darin Pryor, Fire Chief Jeff Breen, Community Development Director Dawn Bell, Park's Director Floyd Jerningan, Environmental Services Director Roger Pankey, Assistant Chief Derrick Dillon, Finance Director Steffanie Rogers, City Administrator Keith Riesberg and City Counselor James Klahr.

Mayor Lister B. Florence Jr. called the meeting to order at approximately 6:30 pm and asked Steve Jackson to lead in the Pledge of Allegiance.

2. PLEDGE OF ALLEGIANCE - Council Representative Steve Jackson

3. CONSENT AGENDA

a. Consider Approval of the City Council Minutes of:

Minutes:

The City Council minutes for May were approved at the June 1st meeting and posted again to this agenda in error. The June minutes will now be posted on the July 20th agenda.

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

a. Environmental Services Department monthly report - May 2026

- b. **Building Codes monthly report - May 2026**
- c. **Rolla Police Department monthly report - May 2026**
- d. **Animal Control monthly report - May 2026**
- e. **Rolla Municipal Court summary - May 2026**
- f. **Fire Incident Report - May 2026**
- g. **Centre monthly report - None**
- h. **City of Rolla financials - None**
- i. **City Project Tracking Spreadsheet (as of 07/01/26)**
- j. **Park Advisory Commission Special Meeting for June 25th, 2026**

5. PUBLIC HEARINGS - None

6. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- a. **UpCiti Parking Sensors Presentation. (Public Works Director Darin Pryor and Asa King with UpCiti)**

Minutes:

Asa King with UpCiti spoke on a pilot project for the downtown area regarding parking and solutions for an improved experience. UpCiti creates and ingests data to put meaningful information directly in Rolla's hands. Rolla's average utilization of parking is 65% and the goal is at least 80%. The Wayfinding app would help drivers access real-time parking availability while protecting the privacy of citizens.

It was the consensus of Council for staff to move forward with further planning on this project.

7. OLD BUSINESS

- a. **Bill 2026-01: Ordinance to enter into agreement with Pierce Asphalt, LLC for Project 618, 2026 Asphalt Phase III project. (Public Works Director, Darin Pryor) Final Reading**

Minutes:

City Counselor, Nathan Nickolaus, read the Ordinance for its final reading by title: ORDINANCE 4919: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND PIERCE ASPHALT, LLC.

Motion & Vote A motion was made by Jackson, seconded by Pace, to approve the ordinance. A roll call vote showed:

- **Ayes:** Markwell, Ganz, Dickens, Chirban, Sperry, Jackson, Brown, Pace, Shelby and Behrendt.
- **Nays:** None

8. NEW BUSINESS

- a. **Resolution to reassign the ground lease from First Class Air Services LLC to Krer Aviation LLC. (Public Works Director Darin Pryor) First Reading**

Minutes:

City Counselor James Klahr read the resolution for one reading, by title: RESOLUTION 2092: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN ADDENDUM BETWEEN THE CITY OF ROLLA,

MISSOURI, FIRST CLASS AIR SERVICES LLC, AND KRER AVIATION LLC. A motion was made by Jackson, seconded by Sperry, to approve the Resolution. Motion passed unanimously by voice vote.

b. Bill 2026-02: Ordinance to permanently close the alley access for the alley intersecting Highway 72 at its Northern end. (Public Works Director Darin Pryor) First Reading

Minutes:

City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE APPROVING THE PERMANENT CLOSURE OF ALLEY ACCESS FOR AN ALLEY INTERSECTING HWY 72 AT ITS NORTHERN END AND GENERALLY BOUNDED BY HWY 72, SPILMAN AVENUE, WALKER AVENUE, AND STROBACH STREET.

c. Bill 2026-03: Ordinance to authorize and execute the sale of remanent properties. (City Administrator Keith Riesberg) First Reading

Minutes:

City Administrator Keith Riesberg explained that this is the proposed sale of three remanent properties that are currently of no real value to the City. The sale would be for \$25,000 and the properties would need to be rezoned to C-2 Commercial Zoning. City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR THE SALE OF REAL PROPERTY BETWEEN THE CITY OF ROLLA AND M & L DEVELOPMENT, LLC

d. Bill 2026-04: Ordinance authorizing the sale of the 19.75-acre property near the Westside Market Place development.

Minutes:

City Administrator Keith Riesberg shared that this property has been listed since 2025 and Archer would now like to purchase the property for \$400,000 for the construction of an office building. City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR THE SALE OF REAL PROPERTY BETWEEN THE CITY OF ROLLA AND CM ARCHER GROUP, P.C.

9. CLAIMS and/or FISCAL TRANSACTIONS

a. Motion to approve the purchase of 8 full sets of Turnout Gear from Macqueen Emergency Equipment for \$47,557.04. (Fire Chief Jeff Breen)

Minutes:

A motion was made by Chirban, seconded by Brown, to approve the purchases of 8 full sets of turnout gear from Macqueen Emergency Equipment for \$47,557.04. Motion passed unanimously by voice vote.

10. CITIZEN COMMUNICATION

Minutes:

Suzie Kidwell of Casey Lane- Asked that notice be given to the community before

doing projects such as road grading.

11. MAYOR/CITY COUNCIL COMMENTS

- a. Motion to appoint Micheal Dickens as Council Representative on the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029.**

Minutes:

A motion was made by Markwell, seconded by Pace, to approve the appointment. Motion passed unanimously by voice vote.

- b. Motion to appoint Amelia Markwell as MS&T Representative on the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029.**

Minutes:

A motion was made by Jackson, seconded by Sperry, to approve the appointment. Motion passed unanimously by voice vote.

- c. Motion to appoint William Hahn to the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029**

Minutes:

A motion was made by Jackson, seconded by Behrendt, to approve the appointment. Motion passed unanimously by voice vote.

- d. Town Hall Meeting, Tuesday, July 7th at 6:00 pm at The Centre**

Minutes:

Mayor Florence invited the citizens to attend the Town Hall meeting to be more informed on Proposition S.

- e. Councilmember Sue Brown**

Minutes:

Kudos to RMU for their quick response after the storms on Saturday, July 4th.

- f. Councilmember Steve Jackson**

Minutes:

Kudos to the Chamber on a successful Freedom Parade on Saturday, July 4th. He shared that he attended an event by the South-Central Skate Park who is fundraising to expand the skate park and complimented the Parks Department on their support of the event.

- g. City Administrator Keith Riesberg**

Minutes:

At the June 15th meeting it was requested that an ordinance and discussion placing a moratorium on data centers be placed on the next agenda. The ordinance is ready for Council to review but failed to make it on this agenda. It will be on the July 20th agenda, and the focus will move from "data centers" to high energy users.

- h. Councilmember Micheal Dickens**

Minutes:

Thanked the Rolla Fire Department for their assistance at a pancake breakfast event, where they re-roped the flagpole.

i. Councilmember Melissa Gahn**Minutes:**

Asked what the protocol was regarding notification of road construction as previously mentioned the citizen complaint. Public Works Director Darin Pryor stated that door hangars are placed. He had already verified that door hangars were placed for that specific project and apologized if any had been missed. She also asked about the legality of placing a moratorium on something is technically legal land use. City Administrator Keith Riesberg stated that Council does have the right to place a moratorium as to ensure that the appropriate regulations are in place. Moratoriums are not often used but they are permissible when there are guidelines and regulations that need further consideration.

j. Councilman Nathan Chirban**Minutes:**

Shared his positive experience at the Lions Club Carnival.

k. Councilmember Elizabeth Sperry**Minutes:**

Shared that there is a Facebook post advising citizens on what to do with debris from storm that passed through on July 4th. Environmental Services Director Roger Pankey clarified that there would not be a free pick-up like when the tornado went through, but citizens could schedule and pay for a special pick-up like normal through Environmental Services.

12. COMMENTS FOR THE GOOD OF THE ORDER**a. Next City Council meeting, Monday, July 20th, 2026****13. CLOSED SESSION - Closed Session per RSMo 610.021 – (1) legal and (2) real estate****Minutes:**

At 7:36 pm a motion was made by Pace, seconded by Shelby, to go into closed session. **Motion & Vote * Ayes:** Dickens, Shelby, Sperry, Behrendt, Ganz, Markwell, Brown, Jackson, Chirban, and Pace. *** Nays:** none
At 8:17 pm Council returned from closed session where there were no final actions taken.

14. ADJOURNMENT**Minutes:**

With no further business to discuss, the meeting was adjourned at 8:17pm



REGULAR CITY COUNCIL MEETING

Minutes

Monday, July 20, 2026 at 6:30 pm

1. CALL TO ORDER:

Minutes:

- **Presiding:** Mayor Lister B. Florence Jr.
- **Council Members in Physical Attendance:** Andrew Behrendt, Nathan Chirban, Steve Jackson, Sue Brown, Elizabeth Sperry, David Shelby and Amelia Markwell.
- **Council Members Absent:** Melissa Ganz, August Rolufs, Aaron Pace, Tom McNeven, and Micheal Dickens.
- **Department Directors and Other City Officials in Physical Attendance:** Public Works Director Darin Pryor, Fire Chief Jeff Breen, Community Development Director Dawn Bell, Park's Superintendent Simon Yoakum, Environmental Services Director Roger Pankey, Police Chief William Loughridge, Finance Director Steffanie Rogers, City Administrator Keith Riesberg and City Counselor Catherine Zacharias.

Mayor Lister B. Florence Jr. called the meeting to order at approximately 6:30 pm and asked Sue Brown to lead in the Pledge of Allegiance.

2. PLEDGE OF ALLEGIANCE - Council Representative Sue Brown

3. CONSENT AGENDA

a. Consider Approval of the City Council Minutes of:

Minutes:

A motion was made by Jackson, seconded by Sperry to approve the minutes. Motion passed unanimously by voice vote.

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

a. Centre monthly report - June 2026

Minutes:

Councilmember Jackson noted that The Centre's finances are currently showing the City to be about \$120,000 ahead of where it was at this time last year. City Administrator Keith Riesberg added that this improvement reflects the positive impact of the partnership between the City and Phelps Health, saying it is a clear example of how the collaboration is benefiting the City's finances.

b. City of Rolla Financial Reports for June 2026

5. PUBLIC HEARINGS -

- a. **Public Hearing and Bill 2026-07, to rezone a portion of property addressed as 1349 E Hwy 72 from the C-2, General Commercial district to the R-3, Multi-family Residential district. (Community Development Director Dawn Bell)**
Public Hearing and First Reading

Minutes:

At 6:38pm Mayor Florence opened the public hearing.

Community Development Director Dawn Bell presented the rezoning request for 1349 E Highway 72 to Multi-Family Residential. Chris Wolf, representing the developer, stated the project will include additional parking, fewer units, more green space than required, and that a traffic study will be completed.

Residents Tyler Allison, Linda Cunningham, and Mary Cunningham from Johnson Drive, voiced concerns related to traffic, fencing, safety, representation in the process, and requested the traffic study be conducted during the school year. It was also requested to view alternate site plans.

Ed Schmeltz with ELS Properties in Independence, spoke regarding the properties. He addressed questions regarding maintenance and snow removal. He acknowledged that traffic was a concern and more would be revealed from the traffic study. He shared that what he is proposing wouldn't be much larger or produce much more traffic than what was occurring with the previous trailer park.

Sperry requested the traffic study be done during the school year. Mr. Wolf stated that he could see the value of putting it off for another month, but ultimately it would depend on the time schedule and what could be completed without changing the contract.

With no further questions, at 7:06 pm Mayor Florence closed the public hearing.

At 7:07 pm Mayor Florence reopened the public hearing for additional questions/comments.

Councilmember Chirban asked about the cost of the traffic study and the requirements for the buffer zone. Community Development Director Dawn Bell and Public Works Director Darin Pryor clarified that the developer is responsible for funding the traffic study, which would be conducted on typical traffic days. They further explained that a 20-foot buffer with green space eliminates the requirement for a six-foot privacy fence, while installing the fence would reduce the required buffer to 10 feet.

Jackson asked about statistics on the traffic queue lengths and was told that was calculated based on traffic volume and signal timings and would be a part of the traffic study. He asked about site plan requirements for projects like this and Community Development Director Dawn Bell stated that for rezoning, a site plan is not required and they will not have to bring back a final plan for Council approval.

Behrendt further questions the rezoning from C2-C3 and future developments and traffic studies. City Administrator Keith Riesberg reminded Council that this proposal is a downzoning of the property which will lower the intensity of the property.

At 7:12 pm Mayor Florence closed the public hearing.

City Counselor, Catherine Zacharias, read the Ordinance for its first reading by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY ADDRESSED AS 1349 E HWY 72 FROM THE C-2, GENERAL COMMERCIAL DISTRICT TO THE R-3, MULTI-FAMILY RESIDENTIAL DISTRICT.

- b. Public Hearing and Bill 2026-08, to replat to combine lots and vacate a portion of the rights-of-way of Industrial Park Drive and dedicate**

replacement easements in the M, Manufacturing district at 2021 Industrial Park Drive. (Community Development Director Dawn Bell) Public Hearing and First Reading

Minutes:

AT 7:15 pm Mayor Florence opened the public hearing.
Community Development Director Dawn Bell explained that the applicant was seeking to vacate the right-of-way of Industrial Park Drive, which divides the property and the plans for replacement utility and access easements.
With no further questions, at 7:17 pm Mayor Florence closed the public hearing.
City Counselor, Catherine Zacharias, read the Ordinance for its first reading by title: AN ORDINANCE TO APPROVE THE FINAL PLAT OF CANTEX-ROLLA ADDITION AND VACATE A PORTION OF THE RIGHTS-OF-WAY OF INDUSTRIAL PARK DRIVE

- c. Public Hearing and Bill 2026-09, approving Text Amendments to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances, Sections 42.223, C-C, Center-City Commercial District; and Article III, General Provisions, Division 2, Parking; and Division 5, Special Uses, Section 42.454 Medical Marijuana Uses; and Section 42.710, Zoning Use Table. (Community Development Director Dawn Bell) Public Hearing and First Reading**

Minutes:

AT 7:17 pm Mayor Florence opened the public hearing.
Community Development Director Dawn Bell explained that the proposed text amendments were to address several issues to make sure the uses that are currently downtown are compatible with the comprehensive plan and the future vision for the downtown (Center City) area. The amendment would remove Marijuana Uses from Center City district (C-C), removes provision for reduction of parking by providing bike parking, changes definition of "Marijuana Dispensary" and corrects the zoning use table.
Various questions were asked by Council regarding the difference in regulations for Marijuana, Kratom, and alcohol.
Sonny Tumla of East 16th shared concerns on the parking portion of the proposal, stating that it didn't seem relevant.
With no further questions, at 7:31 pm Mayor Florence closed the public hearing.
City Counselor, Catherine Zacharias, read the Ordinance for its first reading by title: AN ORDINANCE AMENDING CHAPTER 42 (PLANNING AND ZONING) OF THE CITY OF ROLLA ORDINANCES, SECTIONS 42.223, C-C CENTER-CITY COMMERCIAL DISTRICT; AND ARTICLE III, GENERAL PROVISIONS, DIVISION 2, PARKING; AND DIVISION 5, SPECIAL USES, SECTION 42.454 MEDICAL MARIJUANA USES; AND SECTION 42.710, ZONING USE TABLE

- d. Postponed until August 17th, 2026: Map Amendment to rezone certain properties adjacent to the downtown area from their current zoning designation to the C-C, Center-City district. (Community Development Director Dawn Bell) Postponed**

Minutes:

A motion was made by Chirban, seconded by Brown, to postpone the item until

August 17th. Motion passed unanimously by voice vote.

6. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- a. **Glen Gibson, Chairman for the Veteran's Memorial Park Committee regarding future plans and updates.**

Minutes:

Mr. Glen Gibson shared updated on the park as to what had been added such as new flag poles, new pavilions, picnic tables and new monuments that will be dedicated on August 10th at 6:00 pm. Looking ahead, they will continue to work on beautifying the park with stonework, privacy walls and are working on running water to the pavilion. City Administrator Keith Riesberg commented that Veteran's Park is a shared ownership as is maintaining the park and recognized the efforts of the Parks Department and the Public Works crew for all that they have done for the park.

7. OLD BUSINESS

- a. **Bill 2026-02: Ordinance to permanently close the alley access for the alley intersecting Highway 72 at its Northern end. (Public Works Director Darin Pryor) Final Reading**

Minutes:

City Counselor Catherine Zacharias, read the Ordinance for its final reading by title: ORDINANCE 4920: AN ORDINANCE APPROVING THE PERMANENT CLOSURE OF ALLEY ACCESS FOR AN ALLEY INTERSECTING HWY 72 AT ITS NORTHERN END AND GENERALLY BOUNDED BY HWY 72, SPILMAN AVENUE, WALKER AVENUE, AND STROBACH STREET.

Motion & Vote A motion was made by Jackson, seconded by Markwell, to approve the ordinance. A roll call vote showed: * **Ayes:** Brown, Markwell, Shelby, Jackson, Behrendt, Sperry and Chirban * **Nays:** None

- b. **Bill 2026-03: Ordinance to authorize and execute the sale of remanent properties. (City Administrator Keith Riesberg) Final Reading**

Minutes:

City Counselor Catherine Zacharias, read the Ordinance for its final reading by title: ORDINANCE 4921: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR THE SALE OF REAL PROPERTY BETWEEN THE CITY OF ROLLA AND M & L DEVELOPMENT, LLC.

Motion & Vote A motion was made by Jackson, seconded by Behrendt to approve the ordinance. A roll call vote showed: * **Ayes:** Chirban, Sperry, Behrendt, Brown, Jackson, Shelby and Markwell. * **Nays:** None

- c. **Bill 2026-04: Ordinance authorizing the sale of the 19.75-acre property near the Westside Market Place development. (City Administrator Keith Riesberg) Final Reading**

Minutes:

City Counselor Catherine Zacharias, read the Ordinance for its first reading by title: ORDINANCE 4922AN ORDINANCE AUTHORIZING THE MAYOR TO

EXECUTE THE CONTRACT FOR THE SALE OF REAL PROPERTY BETWEEN THE CITY OF ROLLA AND CM ARCHER GROUP, P.C..

Motion & Vote A motion was made by Chirban seconded by Jackson to approve the ordinance. A roll call vote showed: * **Ayes:** Sperry, Behrendt, Markwell, Brown, Jackson, Shelby and Chirban. * **Nays:** None

8. NEW BUSINESS

- a. **Bill 2026-10 to place a temporary Moratorium on data centers and other high utility uses. (Community Development Director Dawn Bell) First Reading**

Minutes:

Community Development Director Dawn Bell acknowledged the Council had previously directed staff to develop an ordinance establishing a moratorium on data centers and other high-utility-use developments. She explained that, since that time, staff has attended relevant trainings and now believes they can prepare an ordinance that directly addresses the concerns associated with these high-intensity utility users. The proposed moratorium would be in place for six months.

City Counselor, Catherine Zacharias, read the Ordinance for its first reading by title: AN ORDINANCE OF THE CITY OF ROLLA, MISSOURI, ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND APPROVAL OF DATA CENTERS AND OTHER HIGH INTENSITY UTILITY USES WHILE THE CITY EVALUATES AND ADOPTS APPROPRIATE LAND USE, INFRASTRUCTURE, AND UTILITY REGULATIONS WITHIN THE CITY LIMITS FOR A PERIOD OF SIX (6) MONTHS; PROVIDING FOR FINDINGS; AND SETTING FORTH AN EFFECTIVE DATE.

9. CLAIMS and/or FISCAL TRANSACTIONS

- a. **Motion to Award Bid and Bill 2026-05, to enter into an agreement with Capital Paving & Construction, LLC for the Runway 13-31 Rehabilitation project. (Public Works Director Darin Pryor) Motion to Award and First Reading**

Minutes:

A motion was made by Shelby, seconded by Jackson, to award the bid to Capital Paving & Construction, LLC. Motion passed unanimously by voice vote. City Counselor, Catherine Zacharias, read the Ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND CAPITAL PAVING AND CONSTRUCTION, LLC

- b. **Motion to Award Bid and Bill 2026-06, to enter into agreement with N.B. West Contracting Company for the Taxiway A Reconstruction project. (PW Director Pryor) Motion to Award and First Reading**

Minutes:

A motion was made by Chirban, seconded by Sperry, to award the bid to N.B. West Contracting Company. Motion passed unanimously by voice vote. City Counselor, Catherine Zacharias, read the Ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE N.B.

WEST CONTRACTING COMPANY, LLC.

- c. **Motion to award stop loss coverage to Sunlife through Pareto and increase the deductible to \$125,000. (Finance Director Steffanie Rogers)**

Minutes:

Finance Director Steffanie Rogers and Ryan Allison with Ollis, Akers, Arney spoke regarding the city's excess insurance coverage. A motion was made by Jackson, seconded by Behrendt, to award stop loss coverage to Sunlife through Pareto and to increase the deductible to \$125,000. Motion passed unanimously by voice vote.

10. CITIZEN COMMUNICATION

- a. **Jodi Eberly of Countryside Drive**

Minutes:

Thanked Council for taking the citizen concerns seriously regarding the moratorium on data centers.

- b. **Collin Gentry of Tory Drive**

Minutes:

Mr. Gentry asked that Council give a statement of intent as to their priorities and plans for the Centre if Prop S passes. He's asking for something concrete that citizens can support.

11. MAYOR/CITY COUNCIL COMMENTS

- a. **Motion to appoint Elizabeth Sperry to the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029.**

Minutes:

A motion was made by Markwell seconded by Shelby, to approve the appointment. Motion passed unanimously by voice vote.

- b. **Motion to reappoint Ken Kwantes to the Bicycle Pedestrian Advisory Committee for a 3-Year term expiring April 2029.**

Minutes:

A motion was made by Sperry seconded by Markwell, to approve the reappointment. Motion passed unanimously by voice vote.

- c. **Councilmember Behrendt**

Minutes:

Stated he wanted to raise the question of affordability for the Centre, as asked in citizen comments by Mr. Gentry. City Administrator shared it is a known that if Prop S passes, it will bring in \$1.6M annually. What the city cannot do is promise that memberships will be reduced to a specific amount or to promise a specific design for the pool. There are half a dozen scenarios that have been run that determine debt service.

Sperry said she feels like it would increase membership if a pool only membership was offered.

Markwell asked if a vote can be had for staff to look into the possibility of having pool only memberships and what that fee structure would look like. City Administrator and Mayor Florence answered that she has that right, but they are cautioning making promises too early.

Chirban cautioned Council in getting involved in the micromanaging of the departments.

Behrendt stated that he appreciates the symbolic good faith effort of the vote but feels that doing so at this point would be ineffective on the eve of the election.

Brown stated that what people are wanting Council to say is what Council said 20 years ago that ultimately didn't happen and wants to avoid that same outcome.

12. COMMENTS FOR THE GOOD OF THE ORDER

- a. Next City Council meeting, Monday, August 3rd, 2026**
- b. Mayor Florence**

Minutes:

Reminded everyone of the upcoming August 4th Primary Election.

13. CLOSED SESSION - Closed Session per RSMo 610.021 – None

14. ADJOURNMENT

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Minutes published on 07/27/2026, adopted on 08/03/2026



ROLLA CITY COUNCIL
MONDAY, JULY 27TH, 2026; 6:00 P.M.
ROLLA CITY HALL PARKING LOT
901 NORTH ELM STREET

Presiding: Mayor Lister B. Florence Jr.

Council Members in Physical Attendance: Melissa Ganz, Andrew Behrendt, Nathan Chirban, Steve Jackson, Sue Brown, David Shelby, Michael Dickens, Tom McNeven and Amelia Markwell.

Council Members Absent: August Rolufs, Aaron Pace and Elizabeth Sperry

Department Directors and Other City Officials in Physical Attendance: Community Development Director Dawn Bell, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Roger Pankey, Parks Director Floyd Jernigan, Fire Chief Breen, Police Chief Loughridge and City Administrator Keith Riesberg

At 6:00 P.M., the above toured the City of Rolla via USA Tours, to learn about City operations, infrastructure plans, and community projects. No action was taken. The bus ended at City Hall at 7:30 P.M.

Minutes provided by City Clerk, Lorri Powell

JUNE MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Jun 2026	May 2025	Jun 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Cardboard	152.8 ton	107.9 ton	106.4 ton	770.8 ton	712.9 ton	1,405.0 ton
Newspaper	36.7 ton	34.0 ton	18.5 ton	153.1 ton	158.7 ton	282.1 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	0.0 ton	17.9 ton	17.9 ton
Aluminum	0.0 ton	2.3 ton	2.4 ton	6.9 ton	9.7 ton	16.3 ton
Steel Cans/Scrap Metal	1.7 ton	2.9 ton	6.1 ton	23.1 ton	25.1 ton	51.3 ton
Plastic	0.0 ton	10.3 ton	0.0 ton	19.6 ton	40.8 ton	98.9 ton
Glass	20.4 ton	20.7 ton	27.8 ton	94.5 ton	118.5 ton	195.2 ton
Batteries	0.0 ton	0.0 ton	1lb ton	2.1 ton	2.7 ton	5.4 ton
Electronic Waste	9.7 ton	6.6 ton	0.0 ton	36.5 ton	18.9 ton	41.9 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton
TOTAL	221.2 ton	184.7 ton	161.2 ton	1,106.5 ton	1,105.3 ton	2,113.9 ton

SERVICES PROVIDED

Type of Service	Jun 2026	May 2025	Jun 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Special Pick-ups	50	39	69	168	225	420
Paper Shredding	5.8 hours	5.0 hours	3.8 hours	28.5 hours	25.8 hours	44.8 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	109	104	145	629	603	1255

DISPOSAL TONNAGE

(Sanitation Division)

Material	Jun 2026	May 2025	Jun 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Refuse	1,726.1 ton	1,951.2 ton	1,971.8 ton	10,033.9 ton	10,348.3 ton	20,546.0 ton

**Management Report
FISCAL YEAR 2026**

June 2026

BUILDING PERMITS ISSUED	JUNE FY 2026		JUNE FY 2025		YTD FY 2026		YTD FY 2025		Δ CHANGE FY 25 - FY 26	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	43	\$ 7,086,119.00	54	11145088	348		415		-16.1%	
Electric, Plumbing, etc. Only	14		18		140	\$ -	251	\$ -	-44.2%	
Single Famil Detached	7	\$ 1,539,998	1	\$ 170,000	61	\$ 15,710,998	10	\$ 3,210,000	510.0%	389.4%
Single Family Attached			3	\$ 750,000	4	\$ 900,000	3	\$ 750,000	33.3%	20.0%
Duplexes	1	\$ 300,000	4	\$ 1,072,240	3	\$ 830,000	5	\$ 1,202,240	-40.0%	-31.0%
3-or-4 family			1	\$ 475,000	2	\$ 1,010,000	4	\$ 2,025,000	-50.0%	-50.1%
5-or-more family	1	\$ 3,300,000			1	\$ 3,300,000	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels	1	\$ 1,250,000			1	\$ 1,250,000	-	\$ -		
Other nonhousekeeping shelter					-	\$ -	-	\$ -		
Amusement, social, recreational					2	\$ 795,000	-	\$ -		
Churches, other religious					-	\$ -	-	\$ -		
Industrial					-	\$ -	-	\$ -		
Parking garages, storage bldg			1	\$ 15,000	4	\$ 708,000	4	\$ 317,000	0.0%	123.3%
Service stations, repair garages					-	\$ -	-	\$ -		
Hospitals, institutional					-	\$ -	-	\$ -		
Offices, banks, professional					1	\$ 13,294,055	-	\$ -		
Public Works, utilities					-	\$ -	-	\$ -		
Schools, other educational					-	\$ -	-	\$ -		
Stores, customer					-	\$ -	2	\$ 2,700,000	-100.0%	-100.0%
Towers, antennas					1	\$ 129,200	-	\$ -		
Signs, attached and detached	8	\$ 6,301	10	\$ 7,040,520	35	\$ 1,059,062	31	\$ 7,239,530	12.9%	-85.4%
Residential addition, remodel	3	\$ 38,000.00	8	\$ 310,225.00	38	\$ 915,941	51	\$ 1,326,266	-25.5%	-30.9%
Commercial addition, remodel	4	\$ 651,820	3	\$ 1,301,500	33	\$ 26,041,551	32	\$ 15,597,700	3.1%	67.0%
Residential garage, carport			2	\$ 10,603	-	\$ -	4	\$ 145,603	-100.0%	-100.0%
Demolition, single family	3		3		13	\$ -	13	\$ -	0.0%	#DIV/0!
Demolition, 2-family					-	\$ -	1	\$ -	-100.0%	
Demolition, 3-or-4 family					-	\$ -	-	\$ -		
Demolition, 5-or-more family					-	\$ -	-	\$ -		
Demolition, all other	1				7	\$ -	6	\$ -	16.7%	
Total Residential Units	71	\$ 1,839,998.00	16	\$ 2,467,240.00	141	\$ 18,450,998	39	\$ 7,187,240	261.5%	156.7%
EST. CONSTRUCTION COSTS		\$ 7,086,119.00		\$ 11,145,088.00	-	\$ 65,943,807	-	\$ 34,513,339	#DIV/0!	91.1%
Building Permit Fees		\$ 22,501.40		\$ 15,799.85	-	\$ 152,100	-	\$ 100,256	#DIV/0!	51.7%
FEES		\$ 44,551.40		\$ 39,049.85	-	\$ 302,425	-	\$ 200,056	#DIV/0!	51.2%

INSPECTIONS PERFORMED	JUNE FY 2026	JUNE FY 2025	YTD FY 2026	YTD FY 2025	FY FY 25 - FY 26
Building Inspections	343	115	2109	942	124%
Electrical Inspections	107	66	817	665	23%
Excavation Inspections	0	0	0	0	#DIV/0!
Plumbing Inspections	85	42	653	379	72%
Mechanical Inspections	49	22	259	292	-11%
Code Inspections	342	135	2106	1,239	70%
Nuisance Inspections	354	207	1438	1,179	22%
Business License Inspections	30	12	88	65	35%
TOTAL INSPECTIONS	1310	599	7470	4,761	57%

Rolla Police Department Monthly Report

YTD 2026

Part I Crimes

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

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
June	0	0	1	7	11	25	3	0	47	
YTD 2026	0	8	2	37	33	170	9	1	260	
2025	0	15	6	56	62	377	29	3	548	-11.90%
2024	0	15	4	63	65	431	40	4	622	-15.03%
2023	0	8	6	55	85	515	58	5	732	-9.41%
2022	0	8	6	95	119	531	44	5	808	-0.37%
2021	0	15	9	68	119	564	35	1	811	-23.20%

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
June	1	0	0
YTD 2026	30	6	1
2025	69	15	4
2024	73	14	2
2023	111	38	9
2022	132	42	10

Rolla Police Department Monthly Report

YTD 2026

Calls for Service

"Calls for Service" refers to the general daily activity of the officers - and dispatchers, in some situations - of the Rolla Police Department, as recorded in the Computer Aided Dispatch (CAD) system. Each incident handled by one or more of those individuals, whether in response to a citizen's request for assistance, self-initiated by an officer, or scheduled, is recorded as a single "Call for Service". Call types are assigned based on the initial circumstances presented to the dispatcher and, therefore, should not be considered a reflection of the full nature of the call. "Calls for Service" should also not be mistaken for "Reports Taken". (*Note: CFS criteria were slightly adjusted in 2025, eliminating certain calls handled by dispatchers, in order to make the totals even more accurate.)

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2025 YTD	% Increase
Abandoned/Recovered Property	8	11	14	8	19	13							73	112	-34.82%
Abandoned Vehicle	18	17	15	19	30	28							127	112	13.39%
Accident - Fatality	0	0	0	0	0	0							0	0	#DIV/0!
Accident - Injury	19	14	16	17	20	12							98	113	-13.27%
Accident - Leave The Scene	12	19	9	16	13	15							84	74	13.51%
Accident - No Injury	38	26	38	40	37	22							201	254	-20.87%
Accident - Private Property	19	25	19	22	27	27							139	132	5.30%
Accident - Road Blocked	9	5	2	2	5	4							27	31	-12.90%
Adult Abuse	1	0	0	3	0	1							5	0	#DIV/0!
Alarm LE	73	41	58	40	42	45							299	381	-21.52%
Animal Bite/Attack	3	6	1	5	1	3							19	7	171.43%
Animal Control	76	96	108	95	103	135							613	622	-1.45%
Arson	0	0	0	0	0	0							0	0	#DIV/0!
Assault	7	6	14	10	11	14							62	78	-20.51%
Assist Agency Non-LEA	93	69	77	87	78	76							480	432	11.11%
Assist Citizen	19	13	11	17	20	12							92	72	27.78%
Assist LEA	14	12	17	13	10	15							81	63	28.57%
Assist Motorist	32	16	20	16	24	19							127	155	-18.06%
Bomb Threat	0	0	0	0	0	0							0	1	-100.00%
Building Lockout	1	0	1	1	0	0							3	3	0.00%
Burglary	14	7	11	9	10	13							64	55	16.36%
Business/Building Check	305	332	245	337	502	375							2,096	1,416	48.02%
Call for Police	49	42	36	64	77	71							339	322	5.28%
Checkpoint	0	0	1	0	0	0							1	0	#DIV/0!
Check Well Being	71	83	99	93	113	98							557	614	-9.28%
Child Abuse	1	0	0	2	1	6							10	22	-54.55%
Child Exploitation/Pornography	0	0	0	3	1	0							4	3	33.33%
Compliance Check	0	0	0	8	0	0							8	0	#DIV/0!
Confidential Investigation	0	0	0	1	0	0							1	2	-50.00%
Conservation Violation	0	0	0	0	0	0							0	1	-100.00%
Court	9	12	19	14	16	11							81	51	58.82%
Crossing Guard (Officer coverage)	0	0	0	0	0	0							0	25	-100.00%
CWB 911 Hangup	80	111	114	89	99	102							595	847	-29.75%
Death	1	0	1	1	1	2							6	6	0.00%
Destruction of Property	12	9	10	12	16	25							84	86	-2.33%
Disturbance-Fireworks	0	0	0	0	0	5							5	8	-37.50%
Disturbance-Liquor	0	0	0	0	0	0							0	5	-100.00%
Disturbance-Other	43	33	59	70	61	62							328	359	-8.64%
Domestic Violence	30	30	28	37	47	34							206	235	-12.34%
Driving While Intoxicated	7	11	14	7	9	6							54	73	-26.03%
Drown/Water Rescue	0	0	0	0	0	0							0	0	#DIV/0!
Drug Paraphernalia	2	3	3	3	6	4							21	37	-43.24%
Escort - Bank	0	1	0	0	0	0							1	0	#DIV/0!
Escort - Courtesy	6	6	6	6	13	8							45	37	21.62%
Escort - Funeral	2	5	8	5	2	5							27	60	-55.00%
Evidence Processing	0	0	1	0	7	2							10	0	#DIV/0!
Ex parte Violation	10	6	9	12	16	14							67	29	131.03%
Field Interview	40	45	65	47	72	56							325	240	35.42%
Fight	0	2	7	1	5	4							19	11	72.73%
Fingerprints	0	0	0	1	0	0							1	19	-94.74%
Follow-up	144	103	165	117	149	136							814	582	39.86%
Foot Patrol	0	1	1	2	2	2							8	1	700.00%
Forgery-Counterfeiting	1	1	0	0	4	2							8	9	-11.11%
Found Body	0	0	0	0	1	0							1	0	#DIV/0!
Fraud - Checks/Credit Card	20	28	23	16	17	24							128	131	-2.29%
Harassment	17	15	22	26	20	22							122	148	-17.57%
Identity Theft	0	2	2	2	3	1							10	10	0.00%
Information Request	222	221	224	252	204	265							1,388	1,714	-19.02%
Intoxicated Person	7	4	4	2	5	6							28	28	0.00%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2025 YTD	% Increase
Jail Incident	0	0	0	0	1	0							1	0	#DIV/0!
Juvenile Complaint	7	8	10	11	11	12							59	56	5.36%
Keep the Peace/Standby	10	10	14	16	16	19							85	88	-3.41%
Kidnapping	1	0	0	1	1	2							5	1	400.00%
Leave without Pay	0	0	1	1	0	0							2	6	-66.67%
Liquor Violation	1	0	0	0	1	1							3	1	200.00%
Littering/Dumping	0	2	7	0	0	3							12	17	-29.41%
Loitering	4	7	9	4	7	6							37	26	42.31%
Lost or Stolen Property	13	6	4	6	12	5							46	51	-9.80%
Loud Noise Complaint	29	17	27	33	32	20							158	156	1.28%
Malicious Mischief	1	1	2	1	0	0							5	15	-66.67%
Mental Health	35	26	18	41	29	31							180	194	-7.22%
Missing Person	6	6	11	9	5	3							40	35	14.29%
Murder	0	0	0	0	0	0							0	0	#DIV/0!
Narcotics Violation	5	2	15	19	10	7							58	87	-33.33%
No Business License	0	0	0	0	31	0							31	0	#DIV/0!
Notification	1	1	5	6	0	3							16	0	#DIV/0!
Open Door	5	2	4	4	8	5							28	28	0.00%
Overdose	5	4	4	4	5	1							23	37	-37.84%
Paper Service	20	42	30	39	40	41							212	125	69.60%
Prisoner Transport	2	3	3	4	0	0							12	12	0.00%
Property Damage-Non Criminal	1	0	5	3	3	2							14	16	-12.50%
Prostitution	0	0	0	0	0	0							0	2	-100.00%
Prowler	1	0	1	3	3	1							9	18	-50.00%
Public Indecency	4	4	3	5	3	2							21	13	61.54%
Public Relations	24	32	31	39	21	18							165	35	371.43%
Pursuit	0	0	1	1	1	1							4	1	300.00%
Rape/Sexual Assault	1	2	4	3	0	3							13	7	85.71%
Robbery	2	0	1	0	0	1							4	2	100.00%
Runaway	3	2	7	3	11	8							34	46	-26.09%
Search Warrant	3	0	0	0	0	1							4	5	-20.00%
Vacation/Security Check	18	3	7	1	11	6							46	138	-66.67%
Selective Enforcement	15	11	21	18	13	1							79	0	#DIV/0!
Sewer Alarm	0	0	1	0	0	0							1	0	#DIV/0!
Sex Offenses	3	5	3	6	3	3							23	30	-23.33%
Shots Fired	2	2	1	1	3	2							11	18	-38.89%
Smoking/Vaping Violation	0	0	0	0	0	0							0	0	#DIV/0!
Soliciting	2	1	3	4	5	2							17	16	6.25%
Stabbing or Shooting with Injury	1	1	0	1	0	0							3	2	50.00%
Stalking	1	1	0	2	1	1							6	9	-33.33%
Stealing	47	37	41	45	44	45							259	378	-31.48%
Stolen Vehicle	4	0	2	8	6	6							26	63	-58.73%
Suicide	0	0	0	0	0	0							0	0	#DIV/0!
Suspicious Activity	45	54	58	65	48	48							318	445	-28.54%
Suspicious Package/Item	1	0	2	0	3	0							6	3	100.00%
SWAT Callout	0	0	1	0	1	0							2	0	#DIV/0!
Tampering	2	3	2	3	8	2							20	39	-48.72%
Telephone Harassment	7	12	19	19	15	24							96	102	-5.88%
Tow Sticker Expired	3	9	3	8	11	6							40	62	-35.48%
Traffic Complaint	97	154	111	145	158	132							797	779	2.31%
Traffic Stop	412	405	481	463	580	465							2,806	1,520	84.61%
Trespassing	36	26	30	35	29	29							185	236	-21.61%
Try to Contact	50	35	10	17	14	17							143	107	33.64%
Vehicle Identification	40	39	46	53	45	28							251	183	37.16%
Vehicle Lockout	3	1	0	1	0	1							6	9	-33.33%
Vehicle Repossession	5	4	3	4	2	4							22	27	-18.52%
Veterinary Call	3	0	1	6	7	1							18	13	38.46%
Weapons Violation	0	1	4	4	2	2							13	25	-48.00%
Totals	2,516	2,470	2,664	2,815	3,179	2,823	0	0	0	0	0	0	16,467	15,112	8.97%

ANIMAL CONTROL MONTHLY TOTALS

June 2026

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2026 YTD Total	2025 YTD Total
City of Rolla	31	25	0	10	66	213	244
Rolla Area	3	0	0	0	3	4	13
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood	1	0	0	0	1	1	0
Monthly Total	35	25	0	10	70		
2026 YTD Total	102	85	1	30		218	
2025 YTD Total	127	86	1	30			257
Total Phelps County	3	0	0	0	3	4	13

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2026 YTD Total	2025 YTD Total
Animals Adopted ①	14	12	0	0	26	75	81
Animals Claimed	10	0	0	0	10	40	46
Euthanized(III/Injured)	1	0	0	0	1	4	1
Euthanized(Dangerous)	0	0	0	0	0	0	6
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	5	5	29	33
Transferred to Rescue ③	9	9	0	3	21	48	32
Wildlife Relocated	0	0	0	2	2	3	15
Other	1	0	0	0	1	9	20
Monthly Total	35	21	0	10	66		
2026 YTD Total	106	71	1	23		208	
2025 YTD Total	113	74	0	46			234

ADDITIONAL STATISTICS

	Monthly Total	2026 YTD Total	2025 Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	0	1	2
Calls for Service	120	470	850
Written Warnings	0	0	0
Citations	0	2	0
Total Incinerator Hours	0	0	0

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal		Reporting Period: Jun 1, 2026 - Jun 30, 2026	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401					
Physical Address: 901 NORTH ELM, ROLLA, MO 65401				County: Phelps County	
Telephone Number: (573)3648590				Fax Number:	
Prepared by: Relauun Smith				E-mail Address:	
Municipal Judge: Brad Neckermann					
<u>II. MONTHLY CASELOAD INFORMATION</u>				Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month				15	815
B. Cases (citations/informations) filed				2	145
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)				0	0
2. court/bench trial - GUILTY				0	0
3. court/bench trial - NOT GUILTY				0	0
4. plea of GUILTY in court				1	68
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	72
6. dismissed by court				0	0
7. <i>nolle prosequi</i>				1	21
8. certified for jury trial (not heard in Municipal Division)				0	0
9. TOTAL CASE DISPOSITIONS				2	161
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				15	799
E. Trial de Novo and/or appeal applications filed				0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>				<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period		41		1. # Issued during period	
2. # Served/withdrawn during reporting period		39		☐ Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		838			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Jun 1, 2026 - Jun 30, 2026
--------------------------	-------------------------------	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$5,470.00	Court Automation	\$688.55
Clerk Fee - Excess Revenue	\$612.00	Interest Income	\$63.07
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$18.87	Law Enf Arrest-Local	\$8.83
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$760.45
Total Excess Revenue	\$6,100.87	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$13,213.90
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$424.50
Fines - Other	\$4,373.00	Total Disbursements	\$13,638.40
Clerk Fee - Other	\$568.36		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$98.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$701.33		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$17.53		
Law Enforcement Training (LET) Fund surcharge	\$196.00		
Domestic Violence Shelter surcharge	\$198.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$200.00		
Total Other Revenue	\$6,352.58		

FIRE INCIDENT REPORT

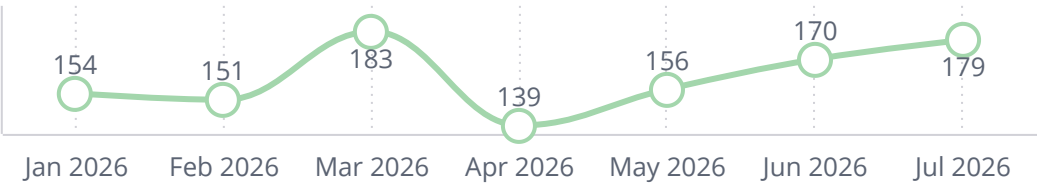
Calendar Year 2026

JUNE 2026

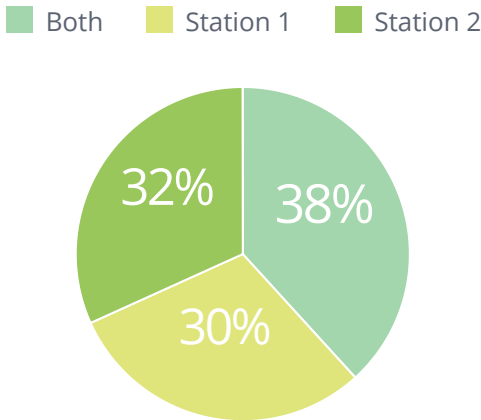
YTD Incident Count

Incident Count
1,132

Incident Count by Month



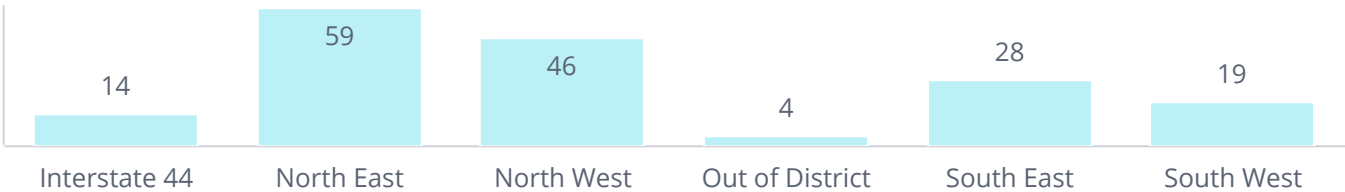
Count of Incidents by Station



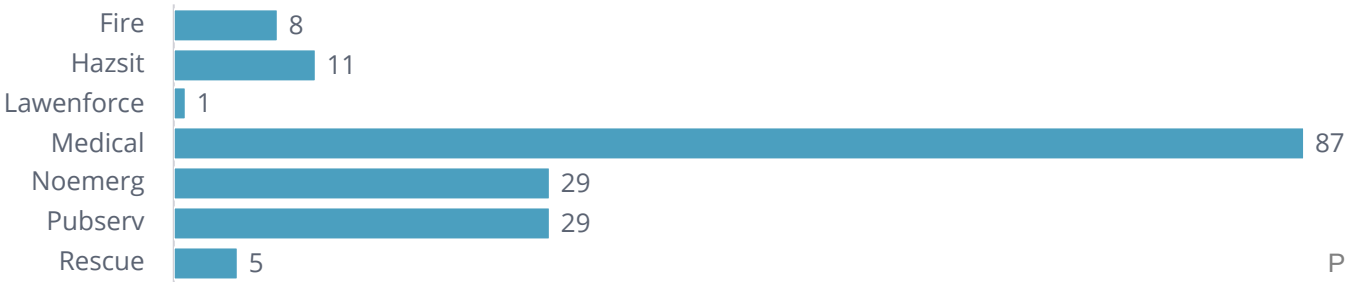
Count of Incident Responses by Shift

Core shift	06/2026	
	%	#
A Shift	37.1%	63
B Shift	36.5%	62
C Shift	26.5%	45
Grand Total	100.0%	170

Count of Incidents by District



Count of Incidents by Major Incident Category



The Centre Rolla's Health & Recreation Complex
Income Statement
For the 9 Months Ending
June 30, 2026

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
Total Members	1,946	1,896	3%	1,866	1,946	1,896	3%	1,866
Revenues								
Rental & Other:								
Conference Room & Other Rental	\$0	\$0	\$0	(\$520)	\$2,620	\$2,000	\$620	\$2,970
	0	0	0	(520)	2,620	2,000	620	2,970
Member Services:								
Membership Dues	8,382	9,682	(1,300)	67,173	302,176	329,012	(26,836)	596,300
Guest Fees	2,617	2,333	284	9,058	39,553	43,665	(4,112)	68,928
Locker Rent	0	0	0	264	590	300	290	1,419
	10,998	12,015	(1,017)	76,495	342,319	372,977	(30,658)	666,647
Fitness:								
Enrollment Fees/Health Assessments	0	0	0	3,071	2,900	11,186	(8,286)	13,537
Special Programs	0	0	0	240	540	400	140	1,140
	0	0	0	3,311	3,440	11,586	(8,146)	14,677
Ancillary:								
Swim Programs	3,028	4,167	(1,139)	9,033	42,923	64,835	(21,912)	52,470
General Medical Integration	0	0	0	1,240	3,371	4,455	(1,084)	8,296
Recreation	0	0	0	5,897	18,975	24,000	(5,025)	59,932
Café	0	0	0	1,171	3,742	5,000	(1,258)	10,680
Pro Shop	0	0	0	595	27	1,600	(1,573)	3,064
Personal Training	0	0	0	7,965	36,491	29,684	6,807	74,088
Children's Area	0	0	0	2,494	8,327	12,000	(3,673)	18,642
	3,028	4,167	(1,139)	28,396	113,856	141,574	(27,718)	227,173
Total Revenue	14,026	16,182	(2,156)	107,682	462,235	528,137	(65,902)	911,466
Expenses								
Salaries & Burden	18,789	25,774	6,985	107,208	511,732	548,404	36,672	858,087
Other Employee Expenses	6,006	0	(6,006)	1,676	9,446	2,800	(6,646)	10,190
General Supplies & Services	30	0	(30)	784	908	2,568	1,660	4,317
Environmental Supplies	4,375	1,750	(2,625)	2,369	17,960	14,750	(3,210)	18,277
Cost of Goods Sold	0	0	0	1,015	2,255	3,620	1,365	8,464
Minor Equipment	0	0	0	250	119	1,268	1,149	1,994
Repairs & Maintenance	3,049	8,333	5,284	4,032	39,463	54,065	14,602	101,626
Service Contracts & Licenses	395	0	(395)	8,602	47,269	43,036	(4,233)	89,394
Marketing & Collateral	0	0	0	2,862	23,824	28,400	4,576	55,428
Utilities	7,071	8,625	1,554	13,273	107,208	109,281	2,073	151,895
Bank Fees & Miscellaneous	1,899	0	(1,899)	4,504	18,390	19,112	722	39,191
Other Taxes & Fees	0	0	0	250	900	1,800	900	3,215
Total Expenses	41,615	44,482	2,867	146,824	779,475	829,104	49,629	1,342,078
Net Operating Income	(27,589)	(28,300)	711	(39,142)	(317,240)	(300,967)	(16,273)	(430,612)
Management Fees	4,000	4,000	0	8,000	52,000	60,000	8,000	74,000
Net Income (Loss)	(\$31,589)	(\$32,300)	\$711	(\$47,142)	(\$369,240)	(\$360,967)	(\$8,273)	(\$504,612)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$731	\$1,667	(\$936)	\$4,350	\$24,682	\$29,015	(\$4,333)	\$21,299
Recreation (Net)	\$0	\$0	\$0	(\$232)	\$10,801	\$13,600	(\$2,799)	\$38,278
Café (Net)	\$0	\$0	\$0	\$476	\$1,499	\$2,500	(\$1,001)	\$4,447
Pro Shop (Net)	\$0	\$0	\$0	\$276	\$15	\$480	(\$465)	\$833
Personal Training (Net)	\$0	\$0	\$0	\$2,770	\$11,933	\$11,874	\$59	\$27,148
Children's Area (Net)	\$0	\$0	\$0	(\$575)	(\$3,367)	(\$808)	(\$2,559)	(\$13,156)
Total Ancillary Services Net Income (Loss)	\$731	\$1,667	(\$936)	\$7,066	\$45,564	\$56,661	(\$11,097)	\$78,848

updated as of 07/29/2026										
#	Date	Ordinance Number	Line Item	Item/Subject	Amount Authorized	Amount Spent to Date	Project % Completion	Anticipated Remaining Project Expenses	Changes to Project Scope	Anticipated Project Complete Date
1	6/16/2025	Motion		Veterans' Park Pavillions (materials)	\$ 104,341.00	104,341.00	100%	-	none	Spring 2026
2	6/16/2025	4863		Meyer Electric/Wilson Ballfield Lighting	\$ 289,324.00	289,324.00	100%	-	none	Spring 2026
3	10/6/2025	4877	07/5-073-331	BNSF Preliminary Engineering Agreement for 18th/Bardsley Roundabout	\$ 37,997.00	-	10%	37,997.00	none	Unknown
4	10/6/2025	4878		MoDOT Tap Grant (602) - 45 Curb Ramps 80% grant up to \$149,873	\$ 188,000.00	-	0%	188,000.00	none	Bid in Fall 2026
5	10/6/2025	Motion	07/5-073-561	Purchase of International HV507 truck	\$ 132,918.92	132,918.92	100%	-	none	Spring 2027
6	continued	Motion	07/5-073-561	16'dump bed	\$ 118,426.00	-	0%	118,426.00	none	Spring 2027
7	10/6/2025	Motion	07/5-073-560	Purchase of Caterpillar 430 Backhoe	\$ 152,645.00	152,644.89	100%	-	none	
8	11/3/2025	Motion		Purchase of a refuse truck	\$ 453,345.68	453,345.68	100%	-	none	Completed Spring 2026

9	11/17/2025	Motion		Purchase of 5 RPD Vehicles	\$ 279,730.00	279,730.00	100%	-	none	
10	11/17/2025	Motion		45 Smith & Wessen guns and holsters \$51793.50 before trade-in \$	\$ 30,353.50	-	10%	30,353.50	none	Summer 2026
11	12/1/2025	4890	07/5-073-573	Little Oaks Road Improvements (449) - Donald Maggi	\$ 310,900.50	-	0%	310,900.50	none	Fall 2026
12	1/5/2026	4891		Veterans' Park Pavillions (construction)	\$ 111,999.81	111,999.81	100%		none	Spring 2026
13	1/5/2026	Motion		RPD vehicle equipment & installation	\$ 85,747.00	-	10%	85,747.00	none	Spring 2026
14	1/20/2026	4893		McCutchen Acres Development Agreement	\$ 50,000.00	-	0%	50,000.00	none	Unknown
15	2/2/2026	4896	05/5050-331	Airport Runway Consultant Agreement	\$ 267,641.00	257,277.05	96%	267,641.00	none	Spring 2027
16	2/2/2026	4895	05/5050-331	Airport Taxiway Redesign Agreement	\$ 49,415.00	-	0%	49,415.00	none	Spring 2027

17	3/2/2026	4902	07/5073-582	2026 Asphalt Phase 1 (608)	\$ 810,296.90	745,347.04	100%	-	none	Fall 2026
18	3/16/2026	4905	02/5-050-445	2026 Sewer CIPP (610)	\$ 313,281.00	-	0%	313,281.00	none	Fall 2026
19	4/6/2026	4907	07/5073-582	2026 Asphalt Phase II (609)	\$ 872,350.30	-	0%	872,350.30	none	Fall 2026
20	4/6/2026	Motion		Purchase of 2 vehicle chassis/ body swaps	\$ 280,000.00	262,177.49	100%	-	none	Completed Spring 2026
21	5/18/2026	4914	07/5-073-581 and 582	Rolla Street Storm Sewer (598) - 50% DRA grant up to \$1.25 mill	\$ 2,961,151.85	-	0%	2,961,151.85	none	Spring 2027
22	5/18/2026	4915	07/5-073-447	2026 Maltene Rejuvenation (607)	\$ 140,336.00	-	0%	140,336.00	none	Fall 2026
23	5/4/2026	motion	07/5-073-560	D7F Dozer	\$ 17,000.00	17,000.00	100%	-	none	complete
24	5/4/2026	Res 2090	TDD	TDD Task Order 1	\$ 138,021.50		0%	138,021.50	none	Spring 2027

25	6/15/2026	Motion		Purchase of Outdoor Walking Trail Exercise Equipment Stations (ARPA - 100% reimburse)	\$ 22,811.00		0%	22,811.00	none	Fall 2026
25	7/6/2026	4919	07/5073-582	2026 Asphalt Phase III (618)	\$ 349,652.25	-	0%	22,811.00	none	Fall 2026



Report to:
ROLLA CITY COUNCIL

Case No.: ZON26-012

MEETING DATE: August 3, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment to rezone a portion of property addressed as 1349 E Hwy 72 from the C-2, General Commercial district to the R-3, Multi-family Residential district

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Public Notice Letter; Zoning Exhibit; Ordinance

Application and Notice:

Applicant - Ed Schmelz of ELS Rolla, LLC
Owner - Lawrence A West Jr. of Lizar Botogi Investments, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; [The City of Rolla](#)

Background:

The subject property is under contract to be purchased by the applicant. The applicant seeks to rezone the subject property from the C-2, General Commercial district to the R-3, Multi-family Residential district. No site plan has been prepared, however, the applicant intends to develop the property with market-rate multi-family housing.

The subject property was formerly a mobile home park. The mobile home park was discontinued and listed for sale approximately 10 years ago. The subject property has been rezoned a few times in the past. The property was originally zoned R-1. A request to rezone from R-1 to C-2 was denied in 1994. In 1995, a request to rezone portions of the property to C-1 and C-2 was also denied. The entire property under contract to be purchased by the applicant was successfully rezoned from R-1 to R-3 in 1997. A request to rezone the property from R-3 to C-1 and C-2 was denied in 2008. In 2009, the subject property current requested to be rezoned was successfully rezoned from R-3 to C-2.

The north portion of the property is already zoned R-3, Multi-family Residential, which is also under contract to be purchased by the applicant. The applicant is not purchasing the portion of the property with frontage on Hwy 72, which will remain zoned C-2, General Commercial.

Property Details:

Current zoning - C-2, General Commercial; to be rezoned to R-3, Multi-family Residential
Current use - Vacant/undeveloped
Proposed use - Multi-family development
Land area - Total property is about 8.8 acres; area requested to be rezoned is 5.27 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Pine Tree Rd, a Major Arterial road.
Sidewalks - Sidewalks are located adjacent to the property.
Utilities - The subject property has access to all needed public utilities.

Comprehensive Plan: The Rolla 2050 Comprehensive Plan designates the subject property as being appropriate for both Multi-family Residential uses and Corridor Mixed-use uses. The Corridor Mixed-use use is intended to support a variety of medium-density commercial, retail, office, dining, and community services in mixed-use developments with multi-family and office uses on upper floors.

The Comprehensive Plan Land Use Plan map divides the subject property between the two use categories. The maps are not intended to be considered literally, especially where a property is divided or on the edge of a use area. The request for R-3, Multi-family Residential zoning does is compliant with the intent of the Comprehensive Plan.

Discussion: The subject property was formerly a mobile home park. The zoning code has changed greatly through the years in how mobile home parks are regulated. First, they were permitted in commercial districts. Then a new Mobile Home Park zoning district was created but never applied to existing parks. The latest zoning code update removed the Mobile Home Park zoning district but added manufactured home parks as a conditional use in the R-3, Multi-family Residential district. At the time, existing parks were rezoned to R-3. However, the subject property was no longer a mobile home park when the zoning code was updated, so the former commercial zoning remained. The subject property would have been rezoned to the R-3 district if the timing had been different.

The properties across Pine Tree Rd from the subject property are a mixture of commercial and multi-family zoning and uses. The subject property is adjacent to a single-family residential neighborhood on the west side. The zoning code will require a landscape buffer, which will require planting or retaining trees and shrubs, a greater setback or installation of a fence or wall, and a limitation to two stories for buildings within 50 feet of the R-1 zoned properties. Screening for dumpsters and parking areas may also apply.

The development will require a Traffic Impact Analysis to ensure the intersection at Hwy 72/Hwy O/Pine Tree Rd is not negatively impacted.

Findings:

1. The Comprehensive Plan does designate the subject property as being appropriate for both Multi-family Residential uses and Corridor Mixed-use uses.
2. The subject property is located in an area with a mixture of commercial and multi-family housing.
3. The subject property has frontage on Pine Tree Rd, a Primary Arterial road.
4. The subject property was formerly a mobile home park, which was discontinued about 10 years ago.

Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on July 14, 2026 and voted 5-0 to recommend the City Council approve the request to rezone the subject property.

BILL # 2026-07
ORDINANCE # _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY ADDRESSED AS 1349 E HWY 72 FROM THE C-2, GENERAL COMMERCIAL DISTRICT TO THE R-3, MULTI-FAMILY RESIDENTIAL DISTRICT

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 July 14, 2026 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its July 20, 2026 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 rezoning and by those citizens opposing said rezoning, the City Council found the proposed rezoning would promote public health, safety, morals and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

SECTION 1: That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-2 (General Commercial) to R-3 (Multi-family Residential) Zoning described as follows:

A fractional part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 12; thence North 3°27'50" West, 1.90 feet along the Range Line to the northwest corner of Lot 3 of the Northwest Quarter of Section 18, Township 37 North, Range 7 West, also

being a point on the West right of way of Pine Tree Road; thence North 0°02'20" West, 333.67 feet along said Range Line and said West right of way to the true point of beginning of the hereinafter described tract: Thence continuing North 0°02'20" West, 692.66 feet along said Range Line and said West right of way; thence North 9°24'50" West, 117.52 feet along said West right of way to its intersection with the South right of way of Richard Drive; thence North 88°56'10" West, 137.21 feet along said South right of way to the northeast corner of Lot 27 of Johnson & Laird Addition, Rolla, Missouri; thence South 17°31'10" West, 275.62 feet, and, South 18°03' West, 79.94 feet, and, South 17°13'30" West, 79.81 feet, and, South 17°31'30" West, 80.30 feet, and, South 17°32'20" West, 159.92 feet, and, South 17°06'20" West, 174.25 feet, all along the easterly line of said Johnson & Laird Addition; thence South 89°56' East, 411.85 feet to the true point of beginning. Above described tract contains 5.27 acres, more or less, per plat of survey J-2289A, dated March 21, 2018, by CM Archer Group, P.C.

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

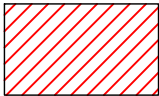
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 3rd DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

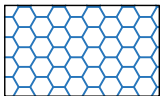
Attest: _____
City Clerk

Approved as to form: _____
City Counselor

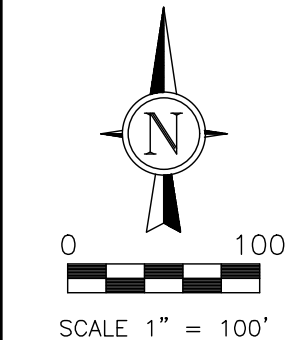
REZONE EXHIBIT



REZONE FROM C-2 TO R-3



TO REMAIN R-3



WUNDERLICH

SURVEYING & ENGINEERING INC.

512 EAST MAIN STREET

UNION, MO 63084 (636) 583-8400

SCALE: 1"=100'

JOB: 32663

DATE: 6/10/2026

DWN: OS

REV:

PRELIMINARY

NOT FOR CONSTRUCTION

1

OF

1

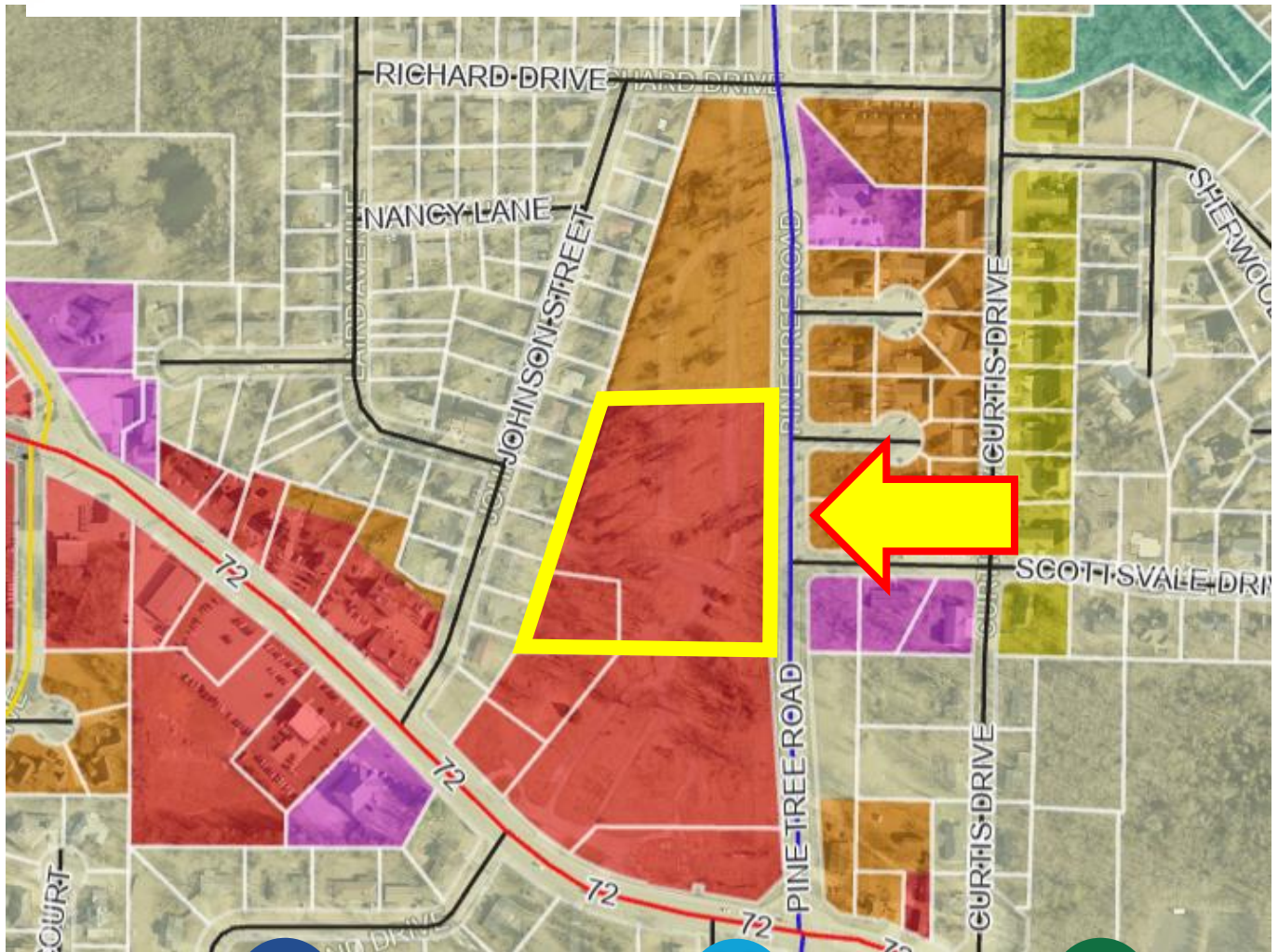
WSE

WUNDERLICH SURVEYING & ENGINEERING

REZONE EXHIBIT

SURVEY PART OF SE1/4 SE1/4, SEC. 12 & NE1/4 NE1/4, SEC 13, ALL IN T37N, R8W & PART OF ROLLA, PHELPS COUNTY, MISSOURI

Page 39



Project Information:

Case No: ZON26-012
 Location: 1349 E Hwy 72 (NW corner of Hwy 72/Pine Tree Rd)
 Applicant: Lizar Bogati Investments, LLC
 Request: Rezoning a portion of the property from C-2, General Commercial to R-3, Multi-family Residential



Public Hearings:

Planning and Zoning Commission
July 14, 2026
5:30 PM
 City Hall: 1st Floor

City Council
July 20, 2026
6:30 PM
 City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org
 (573) 426-6974
 901 North Elm Street
 City Hall: 2nd Floor
 8:00 – 5:00 P.M.
 Monday - Friday



Who and What is the Planning and Zoning Commission?

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

What is a Rezoning (Map Amendment)?

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

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

A fractional part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 12; thence North 3°27'50" West, 1.90 feet along the Range Line to the northwest corner of Lot 3 of the Northwest Quarter of Section 18, Township 37 North, Range 7 West, also being a point on the West right of way of Pine Tree Road; thence North 0°02'20" West, 333.67 feet along said Range Line and said West right of way to the true point of beginning of the hereinafter described tract: Thence continuing North 0°02'20" West, 692.66 feet along said Range Line and said West right of way; thence North 9°24'50" West, 117.52 feet along said West right of way to its intersection with the South right of way of Richard Drive; thence North 88°56'10" West, 137.21 feet along said South right of way to the northeast corner of Lot 27 of Johnson & Laird Addition, Rolla, Missouri; thence South 17°31'10" West, 275.62 feet, and, South 18°03' West, 79.94 feet, and, South 17°13'30" West, 79.81 feet, and, South 17°31'30" West, 80.30 feet, and, South 17°32'20" West, 159.92 feet, and, South 17°06'20" West, 174.25 feet, all along the easterly line of said Johnson & Laird Addition; thence South 89°56' East, 411.85 feet to the true point of beginning. Above described tract contains 5.27 acres, more or less, per plat of survey J-2289A, dated March 21, 2018, by CM Archer Group, P.C.





Report to:
ROLLA CITY COUNCIL
Case No.: TXT26-021

MEETING DATE: August 3, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Text Amendments to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances, Sections 42.223, C-C, Center-City Commercial District; and Article III, General Provisions, Division 2, Parking; and Division 5, Special Uses, Section 42.454 Medical Marijuana Uses; and Section 42.710, Zoning Use Table

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Proposed Text Amendment; Ordinance

Application and Notice:

Public Notice - Legal ad in the Phelps County Focus; [The City of Rolla](#)

Discussion:

The proposed text amendment is intended to address several issues. First, the amendment would make changes to the C-C, Center City district to remove all Marijuana Uses (Marijuana Dispensary, Marijuana Infused-products Facility, and Marijuana Testing Facility) from the zoning code. Removal of such uses should help to ensure compatibility for uses in the downtown. The Marijuana Uses were included in the C-C district because, historically, the C-C district allowed all commercial uses allowed in all the commercial districts. With the changes to the zoning code in 2023 and recent adoption of the Rolla 2050 Comprehensive Plan, the development of the downtown will become more purposeful to ensure compatibility and more curated growth over the entire district. Removal of Marijuana Uses from the C-C, Center City district may have a minimum impact on the locations where such uses could actually locate, due to the separation and setback requirements.

Next, the proposed text amendment would remove the provision which allowed the reduction in required vehicle parking by constructing additional bicycle parking in the C-C, Center City district. Bicycle parking must still be provided, but excess parking would not reduce vehicle parking requirements. The change is intended to prevent parking issues in the downtown from further residential development.

The amendment would also change the definition of “Marijuana Dispensary” to also include facilities which sell Kratom and synthetic THC. The City Council recently took action to regulate such businesses. The amendment would treat these uses the same as Marijuana Dispensaries – allowing them in the same zoning districts and requiring the same setbacks from each other and other uses. Currently, businesses which sell synthetic THC and Kratom are adjacent or near to licensed Marijuana Dispensaries and could locate adjacent to schools and churches, or in the downtown. The text amendment would prevent such businesses from undermining the intent of the Marijuana Use regulations.

Finally, the text amendment would adjust and correct the Zoning Use Table, which lists all land uses and the districts in which they are allowed. The table would be adjusted to remove the Marijuana Uses from the C-C, Center City district. In addition, the table would be adjusted to remove Sexually-oriented Businesses from the C-C, Center City district. Sexually-oriented Businesses were permitted in the zoning code before the 2023 update (albeit subject to setbacks which would make locating in the downtown difficult). The use was removed from the C-C district when the code was updated, however, the Zoning Use Table was not corrected at that time.

Findings:

1. The proposed text amendment is needed to prevent incompatible land uses in the C-C, Center City district.
2. The text amendment is intended to support the goal of revitalizing the downtown in the adopted Rolla 2050 Comprehensive Plan.

Recommendation:

The Rolla Planning and Zoning Commission held a meeting on July 14, 2026 and voted 5-0 to recommend the City Council approve the text amendment as presented.

AN ORDINANCE AMENDING CHAPTER 42 (PLANNING AND ZONING) OF THE CITY OF ROLLA ORDINANCES, SECTIONS 42.223, C-C CENTER-CITY COMMERCIAL DISTRICT; AND ARTICLE III, GENERAL PROVISIONS, DIVISION 2, PARKING; AND DIVISION 5, SPECIAL USES, SECTION 42.454 MEDICAL MARIJUANA USES; AND SECTION 42.710, ZONING USE TABLE

WHEREAS, the Rolla Planning and Zoning Commission did hold a public hearing following the provision of public notice pursuant to Section 42-142 and applicable state statutes; and

WHEREAS, the Rolla City Council did hold a public hearing(s); and

WHEREAS, based on the information received, including comments from the public, reports from city staff, the Rolla City Council did find that the requested action is in the best interest of the city;

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

SECTION 1: Section 42-223. C-C Center-City Commercial District is hereby amended to remove Marijuana dispensary facility as a permitted “by-right” use; and remove Marijuana testing facility and Marijuana-infused products facility as uses permitted with approval of a conditional use permit.

SECTION 2: Section 42-312. Required Parking Spaces is hereby amended to repeal and replace sub-section 4, line (g) with the following text:

“No minimum parking requirements apply to commercial properties located in the C-C, Center City District. Parking for residential uses may be reduced by providing parking off-site, providing parking passes for leased parking for residents, paying an impact fee for parking (if established).”

SECTION 3: Section 42-314. Bicycle Parking is hereby amended to repeal and replace sub-section 3 with the following text:

“Additional Bicycle Parking. Any additional bicycle parking in excess of the required amount may be used one (1) for one (1) to reduce the required amount of vehicle parking by up to fifty percent (50%) in the U-R, Urban Residential district and R-4, Urban Multi-family district.”

SECTION 5: Section 42-454. Medical Marijuana Uses is hereby amended to revise the title of the section from “Medical Marijuana Uses” to “Marijuana Uses”.

SECTION 6: Section 42-454. Medical Marijuana Uses (to be re-titled to Marijuana Uses), sub-section 1, Definitions, is hereby amended as follows:

1. Line 1 of the sub-section is amended to remove the word “medical”.
2. The definition of “Marijuana Dispensary Facility” is amended to repeal and replace the definition with the following text:

“MARIJUANA DISPENSARY FACILITY — A facility licensed by the State of Missouri where marijuana and/or marijuana-infused products are dispensed for medical or adult use. Dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party as set forth in Article XIV of the Missouri State Constitution. Such use shall also include facilities which sell products containing Natural Kratom, Delta 8 THC, or Delta 9 THC, or other product regulated by Section 19-26 of the Rolla City Code.”

SECTION 7: Section 42-454. Medical Marijuana Uses (to be re-titled to Marijuana Uses), sub-section 2, Permitted Locations, is hereby amended as needed to remove reference to the C-C, Center City district from lines (a), (b), and (c).

SECTION 8: Section 42-710. Zoning Use Table is hereby amended to change the following uses to “X” (Not Permitted) in the C-C, Center-City district: Sexually oriented business, Marijuana dispensary, Marijuana testing facility, and Marijuana infused-products facility.

SECTION 9: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 10: 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 OF THE CITY OF ROLLA, MISSOURI, ON THIS 3rd DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

Section 42-223. C-C, Center-City Commercial District.

The following uses are permitted "by-right" in the C-C, Center-City Commercial District:

- a. Commercial use.
 - ~~b. Marijuana dispensary facility.~~
 - c. Churches and religious institutions.
 - d. Townhouses.
 - e. Detached single-family dwelling.
 - f. Two-family (duplex) dwelling.
 - g. Mixed-residential use.
 - h. Parking lots and garages.
 - i. Severe weather shelter.
2. The following uses are permitted with approval of a conditional use permit in the C-C, Center-City Commercial District:
- a. Industrial or outdoor use, if the scale and intensity can be demonstrated to be compatible with surrounding uses and conducted within a building.
 - b. Multi-family.
 - c. Fraternity/sorority house.
 - d. Temporary use.
 - ~~e. Marijuana testing facility.~~
 - ~~f. Marijuana infused products facility.~~
 - g. Overnight shelters.
 - h. Soup kitchens.

Section 42-312. Required Parking Spaces.

4. Exceptions And Reductions From The Required Parking.
- a. Large Uses. The required parking may be reduced by ten percent (10%) for uses which require more than one hundred (100) parking spaces.
 - b. Shared Parking. The required parking may be reduced by up to ten percent (10%) for shared parking areas if a shared parking agreement and/or cross access easements are executed.
 - c. Motorcycle/Scooter Parking. A minimum of two (2) spaces and up to ten percent (10%) of all vehicle parking spaces may be converted into motorcycle/scooter parking.
 - d. Electric Vehicle Charging. Electric vehicle charging spaces count towards the minimum parking requirements.
 - e. An approved cooperative parking plan reduces the required amount of parking for the duration of the plan being in effect.
 - f. Approval of a PUD, variance, or CUP may reduce the required parking if the reduction is specifically approved.
 - g. No minimum parking requirements apply to commercial properties located in the C-C, Center City District. Parking for residential uses may be reduced by providing parking off-site, providing parking passes for leased parking for residents, paying an impact fee for parking (if established), ~~or by providing bicycle parking meeting the location and design requirements as specified in the Section for all dwelling units.~~
 - h. Tandem Parking. The Community Development Director may approve tandem parking for certain commercial uses, two (2) or more bedroom residential units, or fraternities/ sorority houses.

Section 42-314. Bicycle Parking.

Bicycle Parking Is Encouraged For All Uses. Bicycle parking is required for certain uses. Where required bicycle parking is provided, the parking must meet the following requirements.

1. Required. Bicycle parking is required for all multi-family residential uses and non-residential uses located in the C-C, Center City District; R-4, Urban District; and U-R, Urban Residential District.
2. Number. A minimum of one-half (0.5) bicycle parking spaces must be provided for each residential unit. A minimum of two (2) bicycle parking spaces must be provided for each business space, except office uses or uses which do not offer any services to the public.
3. Additional Bicycle Parking. Any additional bicycle parking in excess of the required amount may be used one (1) for one (1) to reduce the required amount of vehicle parking by up to fifty percent (50%) in the U-R, Urban Residential district and R-4, Urban Multi-family district.
4. Location. Bicycle parking spaces may be installed in the right-of-way adjacent to the property for commercial uses. Bicycle parking for residential uses must be located inside or under a roof. On ground-level residential units or units on floors served by an elevator, bicycle storage may be located inside the unit. Where bicycle parking is provided in a parking garage, such parking may only be located on the ground level.
5. Type. The "Inverted U" type bicycle rack is required for all commercial uses. Residential uses may use the "Inverted U" type rack for common storage, may use non-traditional locations capable of locking a bike by the frame such as railings as approved by the Community Development Director, or a wall hanger for storage inside a unit.

Section 42-454. ~~Medical~~ Marijuana Uses.

1. Definitions. The following definitions apply to the ~~medical~~ marijuana uses Section:

MARIJUANA CULTIVATION FACILITY — A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a dispensary facility, marijuana testing facility, or to a marijuana-infused products manufacturing facility.

MARIJUANA DISPENSARY FACILITY — A facility licensed by the State of Missouri where marijuana and/or marijuana-infused products are dispensed for medical or adult use. Dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party as set forth in Article XIV of the Missouri State Constitution. Such use shall also include facilities which sell products containing Natural Kratom, Delta 8 THC, or Delta 9 THC, or other product regulated by Section 19-26 of the Rolla City Code.

MARIJUANA TESTING FACILITY — A facility certified by the State of Missouri, to acquire, test, certify, and transport marijuana.

MARIJUANA USE — Any facility or premises which is used for a marijuana dispensary, infused products facility, or cultivation facility.

MARIJUANA-INFUSED PRODUCTS FACILITY — A facility licensed by the State of Missouri, to acquire, store, manufacture, transport, and sell marijuana-infused products to a marijuana dispensary facility, a marijuana test facility, or to another marijuana-infused projects facility.

MEDICAL MARIJUANA — Marijuana that is available only to a qualified patient under the Missouri State Constitution to receive medical marijuana.

MEDICAL MARIJUANA PATIENT — A person qualifying under the Missouri State

Constitution to receive medical marijuana.

MEDICAL MARIJUANA USE — Any facility or premises which is used for a dispensary, infused products facility, or cultivation facility which only provides services or produces products intended only for medical marijuana patients or the primary caregiver of a medical marijuana patient.

THEN-EXISTING (MARIJUANA USE) — Any school, child day care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the prospective State applicant for a marijuana use first notifies the City of Rolla of the applicant's contingent legal right to operate at the proposed location by putting the subject property under contract.

2. Permitted Locations. Marijuana uses may be located in:
 - a. Marijuana dispensary uses are permitted in the C-2, General Commercial district ~~and the C-C, Center City district.~~
 - b. Marijuana testing facility uses are permitted in the M, Manufacturing district; and may be permitted as a conditional use in the C-2, General Commercial district ~~and the C-C, Center City district.~~
 - c. Marijuana infused products facility uses are permitted in the M, Manufacturing district; ~~and may be permitted as a conditional use in the C-C, Center City district.~~
 - d. Marijuana cultivation facility uses are permitted in the M, Manufacturing district.
3. General. The following generally applies to marijuana uses:
 - a. In determining compliance with the measured separation, the distance shall be determined by the nearest building corner of the medical marijuana use applicant to the nearest building corner of any school, church or regular place of worship as measured in a straight line.
 - b. In determining compliance with the measured separation, the distance shall be determined by the nearest building corner of the marijuana use applicant to the nearest building corner of any school, church or regular place of worship as measured by the shortest path between the demarcation points that can be lawfully traveled by foot; or pursuant to guidance provided by the Missouri Department of Health and Senior Services.
 - c. On-Site Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any marijuana use facility during regular business hours.
 - d. Display Of Licenses Required. The marijuana use license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.
4. Marijuana Dispensaries. No building shall be constructed, altered or used for a marijuana dispensary without complying with the following regulations in this Section:
 - a. No marijuana dispensary shall be located within one thousand (1,000) feet of a "then-existing" elementary or secondary school, child day care center, or church.
 - b. Hours Of Operation. All sales or distribution of marijuana and any other products sold to the public through a marijuana dispensary shall take place between the hours of 8:00 A.M. and 8:00 P.M., Monday through Sunday. Marijuana dispensaries shall be secured and closed to the public after the hours listed in this Subsection and no persons not employed by the marijuana dispensary may be present in such a facility at any time it is closed to the public.
 - c. Site Plan Review. Any plans for a marijuana dispensary shall meet the standard new construction requirements.
 - d. Spacing. No marijuana dispensary shall be operated or maintained within five hundred (500) feet of another marijuana dispensary except when marijuana sales represent less than five percent (5%) of the dollar volume of sales.

Section 42-710. Zoning Use Table

The following table is for reference only. Any errors, omission, or conflicts will be interpreted by deferring to the text of the Zoning Code.

P - Permitted

C - Conditional Use

X - Not Permitted

* - w/restrictions

- (Commercial Use)

	R-1	R-2	U-R	R-3	R-4	C-1	C-2	C-C	M
Residential Uses									
home-based business – no impact	P	P	P	P	P	P	P	P	P
home-based business – not defined as "no impact"	C	C	C	C	C	C*	C*	C	C*
Detached single-family dwelling	P	P	P	P	P	X	X	P	X
Residential group home	P	P	P	P	P	X	X	X	X
Modular home	P	P	P	P	P	X	X	X	X
Mobile home	X	X	X	X	X	X	X	X	X
Manufactured home	X	X	X	X*	X	X	X	X	X
Residential-design manufactured home	P	P	P	P	P	X	X	P	X
Manufactured home park	X	X	X	C	X	X	X	X	X
Two-family (duplex) dwelling	X	P	P	P	P	X	X	P	X
Townhouse	X	C	P	P	P	X	X	P	X
Multi-family	X	X	P*	P*	P	X	C*	C	X
Overnight shelter	X	X	X	P	P	X	X	C	C
Transitional housing	P	P	P	P	P	X	X	X	X
Severe weather shelter	P	P	P	P	P	P	P	P	P
Fraternity/sorority house	X	C	X	P	P	X	X	C	X

	R-1	R-2	U-R	R-3	R-4	C-1	C-2	C-C	M
Rooming and boarding houses	X	X	X	P	P	X	X	X	X
Family child-care home	P	P	P	P	P	X	X	X	X
Adult day-care home	P	P	P	P	P	X	X	X	X
Community center	P	P	P	P	P	—	—	—	—
Nursing home	C	C	X	P	X	—	—	—	—
Mixed-residential use	X	X	C*	C	P*	P*	P*	P	X
Commercial Uses									
Commercial use	X	X	C*	C	C	P*	P	P	P
Industrial use	X	X	X	X	X	X	P*	C	P
Agriculture business use	C	X	X	X	X	—	—	—	—
Amusement and recreation use	X	X	X	X	X	X	C	X	X
Civic and social organizations	X	X	P*	P*	P	—	—	—	—
Child care center	X	X	X	P	P	P	P	P	P
Churches and places of worship	P*	P	P	P	P	P	P	P	X
Marijuana dispensary	X	X	X	X	X	X	P	P X	X
Marijuana testing facility	X	X	X	X	X	X	C	C X	P
Marijuana-infused products facility	X	X	X	X	X	X	X	C X	P
Marijuana cultivation facility	X	X	X	X	X	X	X	X	P
Mixed-residential use	X	X	C*	C	P*	P*	P*	P	X
Medical use	C	C	C	C	C	—	—	—	—
Parking lots and garages	X	X	X	P	P	X	P	P	P
Seasonal sales	X	X	X	X	C	C	P	P	P
Sexually oriented business	X	X	X	X	X	X	P*	P* X	P*
Soup kitchen	X	X	X	X	X	X	P	C	C

	R-1	R-2	U-R	R-3	R-4	C-1	C-2	C-C	M
Temporary use	C	X	X	X	X	C	P	C	P



Report to:
ROLLA CITY COUNCIL

Case No.: FP26-024

MEETING DATE: August 3, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Final Plat of Cantex-Rolla Addition, a replat to combine lots and vacate a portion of the rights-of-way of Industrial Park Drive and dedicate replacement easements in the M, Manufacturing district at 2021 Industrial Park Drive

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Area Map, Revised Cantex-Rolla Addition Final Plat; Revised Ordinance, Original Ordinance with markups

Application and Notice:

Applicant/Owner - Rolla Community Development Corporation and SCOA Acquisition Group
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; [The City of Rolla](#)

Background: The applicant seeks to vacate the right-of-way of Industrial Park Drive, which divides the property. The vacation includes the relocated right-of-way of Industrial Park Drive which was assumed to have been vacated with a previous plat. However, the right-of-way was not vacated by ordinance. This plat includes vacating both the right-of-way of the street where it is currently constructed, as well as the original right-of-way from the previous plat. The right-of-way is intended to be replaced by utility and access easements.

The applicant seeks the vacation for possible redevelopment the subject property for industrial/manufacturing uses. The plant has ceased operation in 2009. The buildings were damaged by the 2025 tornado and were subsequently demolished.

Property Details:

Current zoning - M, Manufacturing
Current use - Vacant
Land area - One 20.73 acre lot proposed

Public Facilities/Improvements:

Streets - The subject property has frontage on Old Saint James Rd, a Major Arterial road, via a portion of Industrial Park Drive, a Collector street, which is not to be vacated.
Sidewalks - No sidewalks are located adjacent to the property. No sidewalks are located in the vicinity.
Utilities - The subject property has access to all needed public utilities.

Comprehensive Plan: The Rolla 2050 Comprehensive Plan designates the subject property as being appropriate for Industrial/Manufacturing uses.

The Rolla 2050 Comprehensive Plan includes a Streets and Roads Plan which removes the Industrial Park Drive connection between Old Saint James Rd and Twitty Drive and McCutchin Drive from consideration as a proposed road.

Discussion:

The plat includes combining all the lots under one ownership into one platted lot to prevent issues with permitting and setbacks. The consolidation of the lots can be reviewed administratively. However, the applicant also seeks to vacate an easement and the rights-of-way of a portion of Industrial Park Drive. The vacation and dedication of replacement easements by plat requires review by the Planning and Zoning Commission and City Council.

Findings:

1. The Final Plat will comply with all relevant zoning and subdivision requirements before final approval by City Council.
2. Industrial Park Drive is proposed to be vacated and is not needed for future road connectivity.
3. The plat will include dedication of replacement easements to cover the public utilities and access to public facilities.
4. Industrial Park Drive currently divides the subject property; vacation allows for all property to be combined into one large lot.

Recommendation:

The Rolla Planning and Zoning Commission held a meeting on July 14, 2026 and voted 5-0 to recommend the City Council approve the request with the condition that the plat be revised to include all needed easement dedications and required plat information. The plat has now been revised to include all needed dedications and information.

AN ORDINANCE TO APPROVE THE FINAL PLAT OF CANTEX-ROLLA ADDITION AND VACATE A PORTION OF THE RIGHTS-OF-WAY OF INDUSTRIAL PARK DRIVE AND A UTILITY EASEMENT

WHEREAS, an application for a vacation and final plat was duly filed with the Community Development Department requesting approval of the plat and vacation; 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 July 14, 2026 and recommended the City Council approve the final plat and vacation of a portion of Industrial Park Drive; and

WHEREAS, the Rolla City Council, during its July 20, 2026 meeting, conducted a public hearing concerning the proposed final plat and vacation 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 plat and vacation and by those citizens opposing said plat and vacation, the City Council found the proposed plat and vacation 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: An ordinance approving the Final Plat of Cantex-Rolla Addition, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process, and accepting the easements dedicated therein.

SECTION 2: The said area to be vacated is more particularly described on the attached Exhibit A and depicted on the final plat.

SECTION 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS
3rd DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

Exhibit A Legal Descriptions

VACATION TRACT 1 DESCRIPTION (Newly platted location of Industrial Park Drive per the record plat of ROLLA INDUSTRIAL PARK WEST):

All that part of Industrial Park Drive per the plat of ROLLA INDUSTRIAL PARK WEST SUBDIVISION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 10 of said ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence westerly, 95.61 feet along the arc of a curve, concave southerly with a radius of 875.00 feet, the chord of which is North 85°41'40" West, 95.57 feet, and, North 88°49'40" West, 184.26 feet, and, North 88°49'20" West, 156.99 feet, all along the North right of way of the aforesaid Industrial Park Drive; thence South 0°19'20" West, 50.01 feet to the South right of way of said Industrial Park Drive; thence South 88°49'40" East, 334.08 feet, and, easterly, 102.60 feet along the arc of a curve, concave southerly with a radius of 700.00 feet, the chord of which is South 84°34'50" East, 102.50 feet, all along said South right of way to the East line of the aforesaid ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence North 0°46'10" East, 52.35 feet along said East line to the point of beginning. Per plat of survey J-6826A, by CM Archer Group, P.C.

VACATION TRACT 2 DESCRIPTION (Originally platted location of Industrial Park Drive per the record plat of AMENDED ROLLA INDUSTRIAL PARK):

All that part of an unnamed road per the plat of AMENDED PLAT OF ROLLA INDUSTRIAL PARK, Rolla, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 10 of ROLLA INDUSTRIAL PARK WEST SUBDIVISION, Rolla Missouri; thence South 0°50'00" West, 111.67 feet along the East line of said Lot 10 to a point on the southerly right of way of said unnamed road, the point of beginning of the hereinafter described tract: Thence North 59°12'40" West, 9.36 feet, and, westerly, 179.70 feet along the arc of a curve, concave southerly with a radius of 343.20 feet, the chord of which is North 74°12'40" West, 177.65 feet, and, North 89°12'40" West, 107.96 feet, all along said southerly right of way; thence North 0°19'20" East, 59.23 feet to the southerly right of way of the BNSF Railroad; thence easterly, 7.17 feet along the arc of a curve, concave northerly with a radius of 1950.00 feet, the chord of which is South 85°23'10" East, 7.17 feet, and, continuing easterly, 163.81 feet along the arc of said curve, the chord of which is South 87°56'50" East, 163.77 feet, all along said southerly right of way to its intersection with the aforesaid northerly right of way of an unnamed road; thence southeasterly, 148.43 feet along the arc of a curve, concave southwesterly with a radius of 343.20 feet, the chord of which is South 74°12'40" East, 177.65 feet, and, South 59°12'40" East, 150.00 feet, and, thence southeasterly, 179.70 feet along the arc of a curve, concave northeasterly with a radius of 403.20 feet, the chord of which is South 69°45'30" East, 147.59 feet, and, South 89°12'40" East, 154.28 feet, and, thence southeasterly, 361.28 feet along the arc of a curve, concave southwesterly with a radius of 230.00 feet, the chord of which is South 44°12'40" East, 325.27 feet, and, South 0°47'20" West, 136.06 feet all along said northerly right of way to the easterly line of Lot 1 of said AMENDED PLAT ROLLA INDUSTRIAL PARK; thence North 89°08'30" West, 5.10 feet along said easterly line; thence North 3°55'50" East, 50.06 feet; thence northwesterly, 154.18 feet along the arc of a

curve, concave southwesterly with a radius of 230.00 feet, the chord of which is North 22°16'00" West, 151.54 feet to the aforesaid southerly right of way of an unnamed road; thence northwesterly, 212.84 feet along the arc of a curve, concave southwesterly with a radius of 170.00 feet, the chord of which is North 53°20'40" West, 199.21 feet, and, North 89°12'40" West, 154.18 feet, and, northwesterly, 211.12 feet along the arc of a curve, concave northeasterly with a radius of 403.20 feet, the chord of which is North 74°12'40" West, 208.71 feet, and, thence North 59°12'40" West 140.64 feet along said southerly right of way to the point of beginning. Per plat of survey J-6519 by CM Archer Group, P.C.

VACATION TRACT 3 DESCRIPTION (As-built location of Industrial Park Drive as originally surveyed per Phelps County Survey Records Book 2, Page 102):

A fractional part of Lots 1 and 2 of Rolla Industrial Park, Rolla, Missouri, more particularly described as follows: Commencing at the Center of Section 31, Township 38 North, Range 7 West of the 5th P.M.; thence North 89°11'10" West, 187.61 feet along the quarter line to the true point of beginning of the hereinafter described tract: Thence North 89°08'30" West, 60.20 feet along said quarter line; thence North 3°55'50" West, 45.14 feet; thence northwesterly, 257.48 feet along the arc of a curve, concave southwesterly with a radius of 180.00 feet, the chord of which is North 44°48'40" West, 236.09 feet; thence North 85°48'20" West, 153.30 feet; thence northwesterly, 211.01 feet along the arc of a curve, concave northeasterly with a radius of 455.00 feet, the chord of which is North 74°32'40" West, 209.12 feet; thence North 59°14'10" West, 134.70 feet; thence North 0°46'10" East, 6.61 feet; thence North 0°50'00" East, 62.63 feet; thence South 59°14'10" East, 169.25 feet; thence southeasterly, 183.18 feet along the arc of a curve, concave northeasterly with a radius of 395.00 feet, the chord of which is South 74°12'40" East, 208.71 feet; thence South 85°48'20" East, 153.30 feet; thence southeasterly, 343.24 feet along the arc of a curve, concave southwesterly with a radius of 240.00 feet, the chord of which is South 44°50'00" East, 314.72 feet; thence South 3°55'50" East, 50.06 feet to the true point of beginning. Per plat of survey J-6826 by CM Archer Group, P.C.

EASEMENT VACATION DESCRIPTION: A portion of an existing utility easement in a fractional part of Lot 1 of AMENDED PLAT ROLLA INDUSTRIAL PARK, Rolla, Missouri, lying 15.0 feet measured perpendicular to, northerly and easterly of, parallel with and adjacent to the following described line: Commencing at the Southeast Corner of Lot 2 of said AMENDED PLAT ROLLA INDUSTRIAL PARK; thence South 89°11'50" East, 15.00 feet along the westerly line of the aforesaid Lot 1 to the point of beginning of the hereinafter described portion: Thence continuing South 89°11'50" East, 337.62 feet; thence South 0°33'20" East, 353.21 feet to the northerly right of way of Old St. James Road, the ending point of said portion. Per plat of survey J-6826B, by CM Archer Group, P.C.

BILL # _____
ORDINANCE # _____

AN ORDINANCE TO APPROVE THE FINAL PLAT OF CANTEX-ROLLA ADDITION AND VACATE A PORTION OF THE RIGHTS-OF-WAY OF INDUSTRIAL PARK DRIVE AND A UTILITY EASEMENT

WHEREAS, an application for a vacation and final plat was duly filed with the Community Development Department requesting approval of the plat and vacation; 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 July 14, 2026 and recommended the City Council approve the final plat and vacation of a portion of Industrial Park Drive; and

WHEREAS, the Rolla City Council, during its July 20, 2026 meeting, conducted a public hearing concerning the proposed final plat and vacation 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 plat and vacation and by those citizens opposing said plat and vacation, the City Council found the proposed plat and vacation 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: An ordinance approving the Final Plat of Cantex-Rolla Addition, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process, and accepting the easements dedicated therein.

SECTION 2: The said area to be vacated is more particularly described on the attached Exhibit A and depicted on the final plat. shown on the attached exhibit and more particularly described as follows:

(Legal descriptions were relocated to Exhibit A)

SECTION 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS
3rd DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

Exhibit A Legal Descriptions

(Inserted legal descriptions from Section 2)

VACATION TRACT 1 DESCRIPTION (Newly platted location of Industrial Park Drive per the record plat of ROLLA INDUSTRIAL PARK WEST):

All that part of Industrial Park Drive per the plat of ROLLA INDUSTRIAL PARK WEST SUBDIVISION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 10 of said ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence westerly, 95.61 feet along the arc of a curve, concave southerly with a radius of 875.00 feet, the chord of which is North 85°41'40" West, 95.57 feet, and, North 88°49'40" West, 184.26 feet, and, North 88°49'20" West, 156.99 feet, all along the North right of way of the aforesaid Industrial Park Drive; thence South 0°19'20" West, 50.01 feet to the South right of way of said Industrial Park Drive; thence South 88°49'40" East, 334.08 feet, and, easterly, 102.60 feet along the arc of a curve, concave southerly with a radius of 700.00 feet, the chord of which is South 84°34'50" East, 102.50 feet, all along said South right of way to the East line of the aforesaid ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence North 0°46'10" East, 52.35 feet along said East line to the point of beginning. Per plat of survey J-6826A, by CM Archer Group, P.C.

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thence North 89°08'30" West, 5.10 feet along said easterly line; thence North 3°55'50" East, 50.06 feet; thence northwesterly, 154.18 feet along the arc of a curve, concave southwesterly with a radius of 230.00 feet, the chord of which is North 22°16'00" West, 151.54 feet to the aforesaid southerly right of way of an unnamed road; thence northwesterly, 212.84 feet along the arc of a curve, concave southwesterly with a radius of 170.00 feet, the chord of which is North 53°20'40" West, 199.21 feet, and, North 89°12'40" West, 154.18 feet, and, northwesterly, 211.12 feet along the arc of a curve, concave northeasterly with a radius of 403.20 feet, the chord of which is North 74°12'40" West, 208.71 feet, and, thence North 59°12'40" West 140.64 feet along said southerly right of way to the point of beginning. Per plat of survey J-6519 by CM Archer Group, P.C.

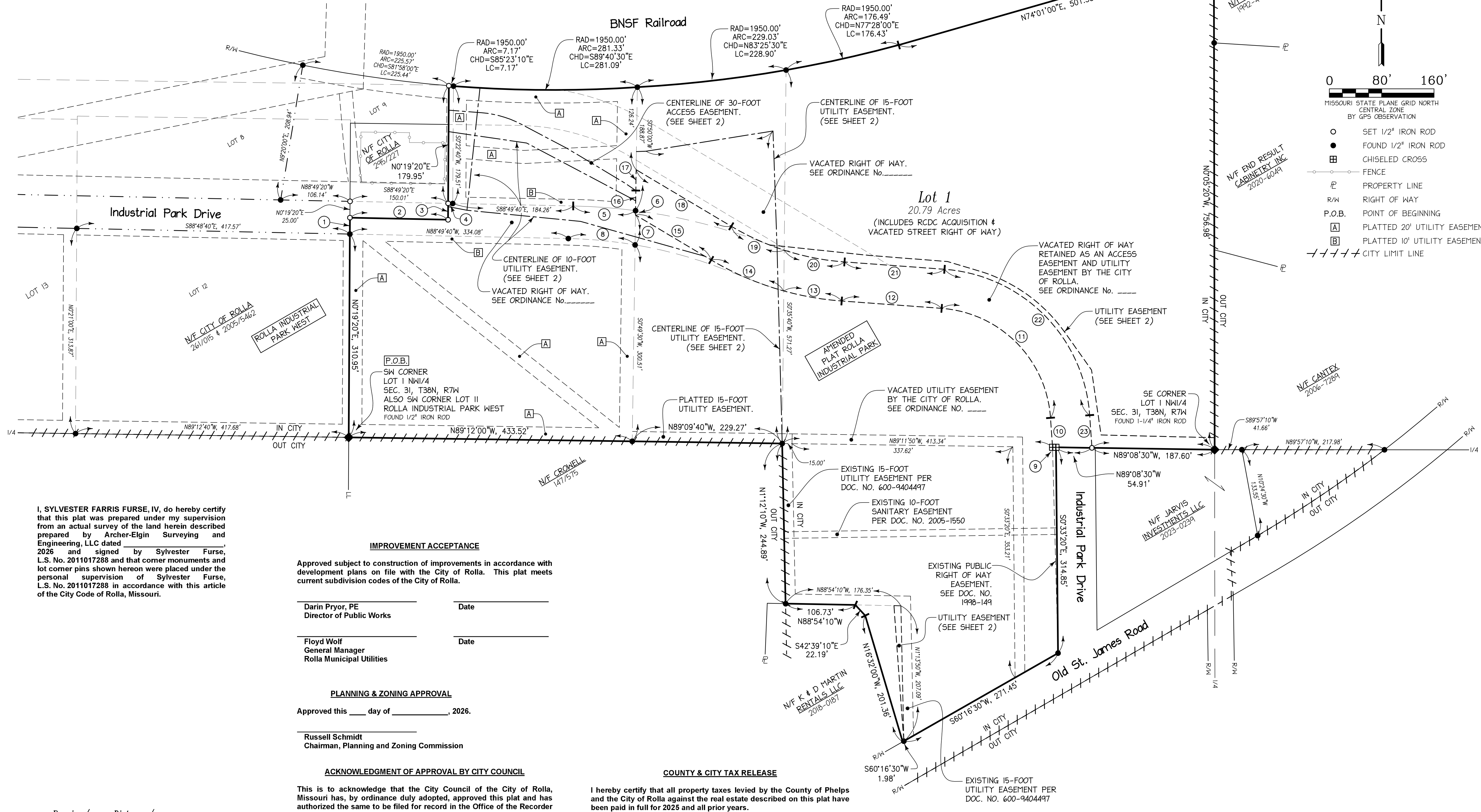
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EASEMENT VACATION DESCRIPTION: A portion of an existing utility easement in a fractional part of Lot 1 of AMENDED PLAT ROLLA INDUSTRIAL PARK, Rolla, Missouri, lying 15.0 feet measured perpendicular to, northerly and easterly of, parallel with and adjacent to the following described line: Commencing at the Southeast Corner of Lot 2 of said AMENDED PLAT ROLLA INDUSTRIAL PARK; thence South 89°11'50" East, 15.00 feet along the westerly line of the aforesaid Lot 1 to the point of beginning of the hereinafter described portion: Thence continuing South 89°11'50" East, 337.62 feet; thence South 0°33'20" East, 353.21 feet to the northerly right of way of Old St. James Road, the ending point of said portion. Per plat of survey J-6826B, by CM Archer Group, P.C.

Final Plat of
CANTEX-ROLLA ADDITION NO. 1

A Lot Consolidation plat of Part of Lot 9, and all of Lots 10 & 11 of ROLLA
INDUSTRIAL PARK WEST, and, all of Lot 1 & Part of Lot 2 of AMENDED PLAT ROLLA
INDUSTRIAL PARK & Part of Lot 1 SW1/4 Sec. 31, T38N, R7W; Rolla, Missouri



I, SYLVESTER FARRIS FURSE, IV, do hereby certify that this plat was prepared under my supervision from an actual survey of the land herein described prepared by Archer-Elgin Surveying and Engineering, LLC dated 2026 and signed by Sylvester Furse, L.S. No. 2011017288 and that corner monuments and lot corner pins shown hereon were placed under the personal supervision of Sylvester Furse, L.S. No. 2011017288 in accordance with this article of the City Code of Rolla, Missouri.

IMPROVEMENT ACCEPTANCE

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

Darin Pryor, PE
Director of Public Works

Date

Floyd Wolf
General Manager
Rolla Municipal Utilities

Date

PLANNING & ZONING APPROVAL

Approved this ____ day of ____, 2026.

Russell Schmidt
Chairman, Planning and Zoning Commission

ACKNOWLEDGMENT OF APPROVAL BY CITY COUNCIL

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

Lister B. Florence Jr.
Mayor, City of Rolla

Date

Attest:

Lorri Powell
City Clerk

Date

COUNTY & CITY TAX RELEASE

I hereby certify that all property taxes levied by the County of Phelps and the City of Rolla against the real estate described on this plat have been paid in full for 2025 and all prior years.

Faith Ann Barnes
Collector of Revenue
Phelps County, Missouri

Date

RECORDER'S CERTIFICATE

This plat was filed for record in my office on this ____ day of ____, 2026. Plat filed at Cabinet ____, Number ____.

Robin Kordes
Recorder of Deeds
Phelps County, Missouri

Date

DEDICATION

WHEREAS, CANTEX INC., being the sole owner of all of the property shown on this plat now desires to subdivide the land as shown on this plat, said subdivision to be named "CANTEX-ROLLA ADDITION NO. 1"; and

NOW, THEREFORE, CANTEX INC., does hereby dedicate to public use forever all easements shown upon this plat, and the roads shown hereon as a public road rights-of-way.

CANTEX INC. does further grant to all political subdivisions and public and franchised utility companies providing utility services to the land described on this plat the right to install and maintain electrical, water, telephone, cable television, sanitary sewer, storm sewer, gas and fiber optic lines within and along those places which are designated as utility easements to be created by virtue of this plat. In addition, CANTEX INC. does grant to the City of Rolla, solely, the 30-foot Access Easement shown and described hereon.

DATED: ____, 2026 CANTEX INC.

By: David Merker
President

STATE OF ____)
COUNTY OF ____) SS.

On this ____ day of ____, 2026 before me appeared David Merker, to me personally known and who, being by me duly sworn, did say: That he is the president of CANTEX INC., a corporation in the State of Missouri, and that said instrument was signed and sealed on behalf of CANTEX INC. by authority of its members, and said president acknowledged this instrument to be the free act and deed of CANTEX INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, this ____ day of ____, 2026.

My Commission Expires: ____

NOTARY PUBLIC

FINAL PLAT DATA AND NOTES:

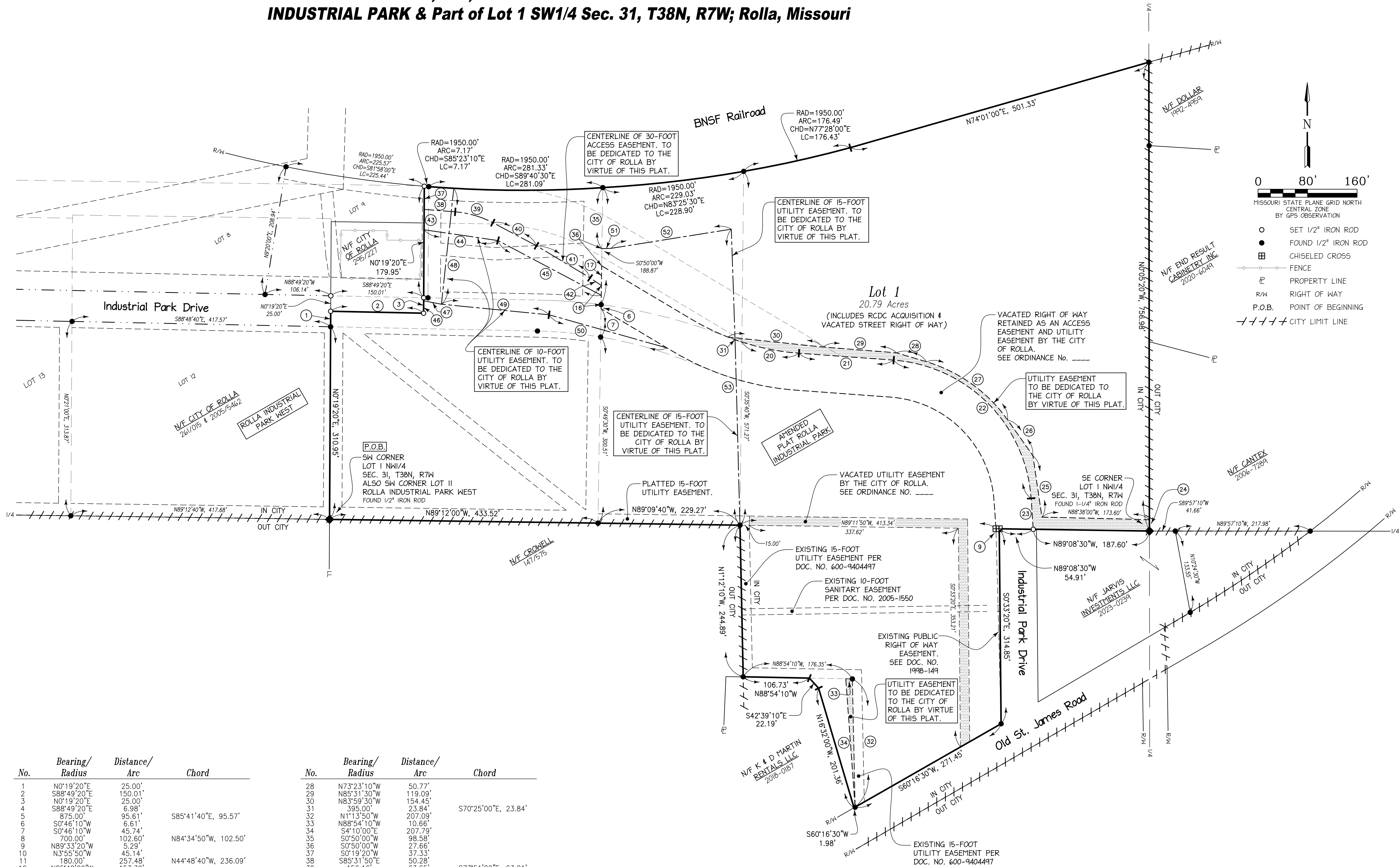
- LOT SCHEME:** There is 1 lot being created by virtue of this plat. Lot 1 shown hereon is a consolidation of portions of AMENDED PLAT ROLLA INDUSTRIAL PARK AND ROLLA INDUSTRIAL PARK WEST along with the portions of vacated right of way as described in Ordinance No. ____.
- ZONING INFORMATION:** Lot 1 surveyed hereon is currently zoned M, Manufacturing District.
- ACCESS EASEMENTS:** The access easement shown and described hereon is to be dedicated to the City of Rolla solely and is not intended as a public right of access. The purpose of this easement is for City personnel to cross Lot 1 in order to access City owned facilities adjoining the west side of Lot 1. The Fire access across this easement and the easement reserved by the City of Rolla across the vacated portion of Industrial Park Drive shall be maintained in accordance with Appendix D of the currently adopted International Fire Code..
- RECORD TITLE:** (to be completed after approval of the right of way vacations and the acquisition of lands from RCDC.)
- The field work for this project was performed in March, 2026.
- Only the record documents noted hereon were provided to or discovered by the surveyor. No abstracts or current title commitments were provided to the surveyor.
- Dimensions shown are measured. For record dimensions, see the documents and record plats noted hereon.

Sheet 1 of 2

CM Archer Group, P.C. dba: ARCHER-ELGIN ENGINEERING SURVEYING ARCHITECTURE Corporate Authority: CM Archer Group, P.C.: E: 2003022612-D, LS: 2004017577-D, A:2016017179		310 East 6th Street Rolla, Missouri 65401 Phone: 573-364-6362 Fax: 573-364-4782 www.archer-elgin.com
REVISIONS	Final Plat of CANTEX-ROLLA ADDITION NO. 1 Rolla, Phelps County, Missouri	
1 7-29-26 MEP	Fox Osborne LLC 407 W. Highway 72; Rolla, Missouri 65401	
DRAWN BY	MEP	SCALE 1"=80'
CHECKED	SFF	DATE July 16, 2026
		SURVEY NO. J6826B

Final Plat of
CANTEX-ROLLA ADDITION NO. 1

A Lot Consolidation plat of Part of Lot 9, and all of Lots 10 & 11 of ROLLA
INDUSTRIAL PARK WEST, and, all of Lot 1 & Part of Lot 2 of AMENDED PLAT ROLLA
INDUSTRIAL PARK & Part of Lot 1 SW1/4 Sec. 31, T38N, R7W; Rolla, Missouri



No.	Bearing/ Radius	Distance/ Arc	Chord	No.	Bearing/ Radius	Distance/ Arc	Chord
1	N0°19'20"E	25.00'		28	N73°23'10"W	50.77'	
2	S88°49'20"E	150.01'		29	N85°51'30"W	119.09'	
3	N0°19'20"E	25.00'		30	N83°59'30"W	154.45'	
4	S88°49'20"E	6.98'		31	395.00'	23.84'	S70°25'00"E, 23.84'
5	875.00'	95.61'	S85°41'40"E, 95.57'	32	N1°13'50"W	207.09'	
6	S0°46'10"W	6.61'		33	N88°54'10"W	10.66'	
7	S0°46'10"W	45.74'		34	S4°10'00"E	207.79'	
8	700.00'	102.60'	N84°34'50"W, 102.50'	35	S0°50'00"W	98.58'	
9	N89°33'20"W	5.29'		36	S0°50'00"W	27.66'	
10	N3°55'50"W	45.14'		37	S0°19'20"W	37.33'	
11	180.00'	257.48'	N44°48'40"W, 236.09'	38	S85°31'50"E	50.28'	
12	N85°48'20"W	153.30'		39	156.16'	63.65'	
13	455.00'	89.98'	N80°08'50"W, 89.83'	40	S62°10'40"E	79.77'	
14	455.00'	121.02'	N66°53'40"W, 120.66'	41	S59°02'50"E	100.93'	
15	N59°14'10"W	134.70'		42	S55°58'00"E	21.95'	
16	N0°50'00"E	30.78'		43	S0°19'20"W	32.89'	
17	N0°50'00"E	31.85'		44	S81°43'10"E	120.60'	
18	S59°14'10"E	169.25'		45	S62°03'50"E	188.75'	
19	395.00'	89.00'	S65°41'30"E, 88.81'	46	N0°19'20"E	19.97'	
20	395.00'	94.17'	S78°58'30"E, 93.95'	47	S79°16'40"E	29.27'	
21	S85°48'20"E	153.30'		48	N6°04'30"E	188.17'	
22	240.00'	343.24'	S44°50'00"E, 314.72'	49	S84°23'50"E	174.52'	
23	S3°55'50"E	50.06'		50	S74°17'50"E	197.82'	
24	N0°05'20"W	18.38'		51	N87°52'40"E	14.59'	
25	N8°22'50"W	104.27'		52	N80°56'20"E	196.74'	
26	N35°19'10"W	70.42'		53	S1°41'00"E	478.19'	
27	247.00'	164.11'	N54°21'10"W, 161.10'				

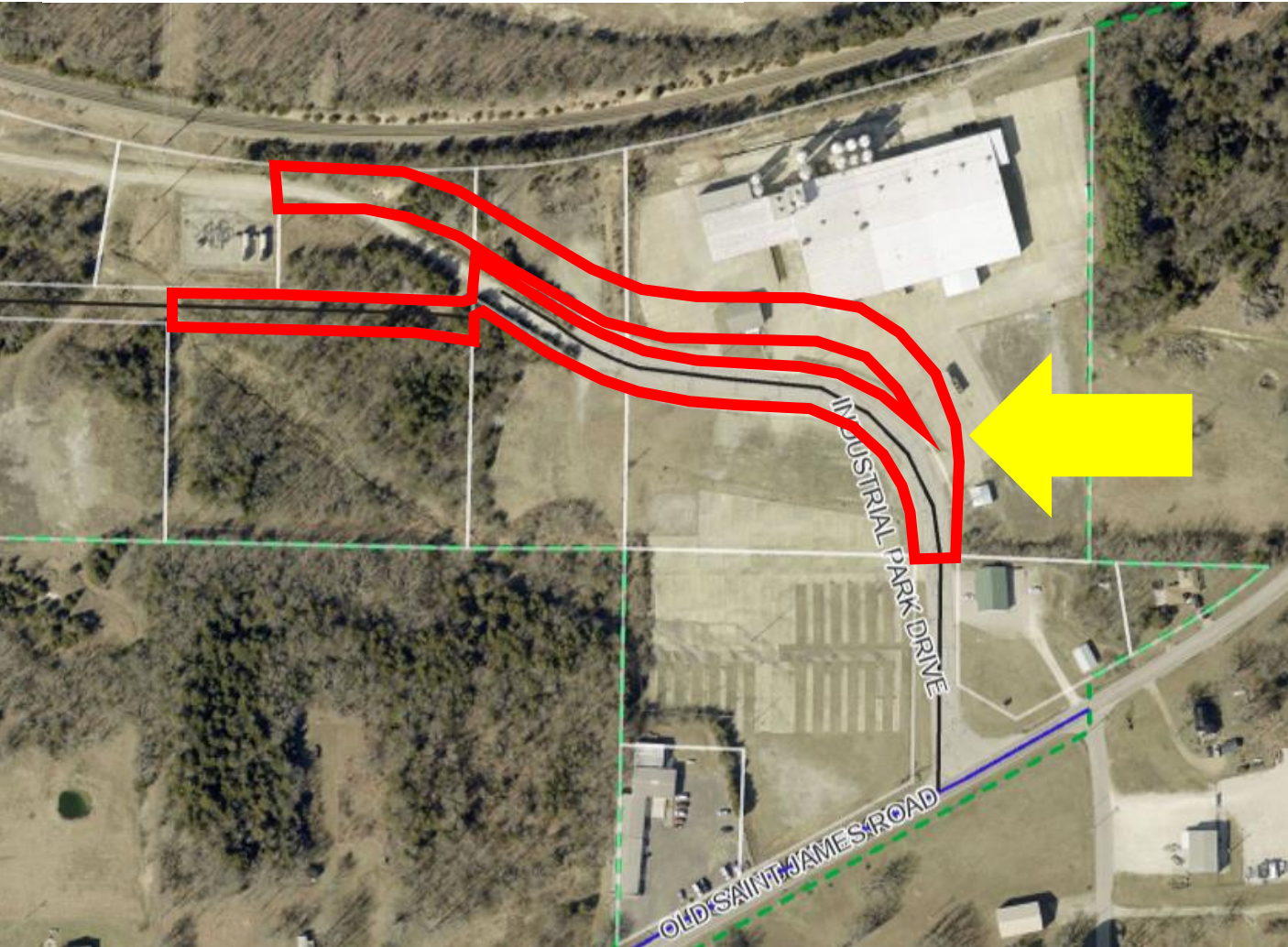
Sheet 2 of 2

**ARCHER-ELGIN**
ENGINEERING | SURVEYING | ARCHITECTURE

CM Archer Group, P.C. dba:
ARCHER-ELGIN
Corporate Authority:
CM Archer Group, P.C.; E: 2003022612-D, LS: 2004017577-D, A:2016017179

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

Final Plat of
CANTEX-ROLLA ADDITION NO. 1
Rolla, Phelps County, Missouri
Fox Osborne LLC
407 W. Highway 72; Rolla, Missouri 65401
SCALE 1"=80'
DATE July 16, 2026
SHEET NO. 64
J6826B



Project Information:

Case No: VOR26-019
 Location: 2021 Industrial Park Drive
 Applicant: Rolla Community Development Corporation and SCOA Acquisition Group
 Request: Vacation of a portion of Industrial Park Drive

Public Hearings:

Planning Commission
July 14, 2026
5:30 PM
 City Hall: 1st Floor
 City Council
July 20, 2026
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

Page 65



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. An easement is a portion of land that has granted the City the right to use a private property for some public purpose – usually for utilities, drainage, or access.

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 to learn details about the project. You will be given an opportunity to ask questions or make comments regarding the case.

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

VACATION TRACT 1 DESCRIPTION (Newly platted location of Industrial Park Drive per the record plat of ROLLA INDUSTRIAL PARK WEST):

All that part of Industrial Park Drive per the plat of ROLLA INDUSTRIAL PARK WEST SUBDIVISION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 10 of said ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence westerly, 95.61 feet along the arc of a curve, concave southerly with a radius of 875.00 feet, the chord of which is North 85°41'40" West, 95.57 feet, and, North 88°49'40" West, 184.26 feet, and, North 88°49'20" West, 156.99 feet, all along the North right of way of the aforesaid Industrial Park Drive; thence South 0°19'20" West, 50.01 feet to the South right of way of said Industrial Park Drive; thence South 88°49'40" East, 334.08 feet, and, easterly, 102.60 feet along the arc of a curve, concave southerly with a radius of 700.00 feet, the chord of which is South 84°34'50" East, 102.50 feet, all along said South right of way to the East line of the aforesaid ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence North 0°46'10" East, 52.35 feet along said East line to the point of beginning. Per plat of survey J-6826A, by CM Archer Group, P.C.

VACATION TRACT 2 DESCRIPTION (Originally platted location of Industrial Park Drive per the record plat of AMENDED ROLLA INDUSTRIAL PARK):

All that part of an unnamed road per the plat of AMENDED PLAT OF ROLLA INDUSTRIAL PARK, Rolla, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 10 of ROLLA INDUSTRIAL PARK WEST SUBDIVISION, Rolla Missouri; thence South 0°50'00" West, 111.67 feet along the East line of said Lot 10 to a point on the southerly right of way of said unnamed road, the point of beginning of the hereinafter described tract: Thence North 59°12'40" West, 9.36 feet, and, westerly, 179.70 feet along the arc of a curve, concave southerly with a radius of 343.20 feet, the chord of which is North 74°12'40" West, 177.65 feet, and, North 89°12'40" West, 107.96 feet, all along said southerly right of way; thence North 0°19'20" East, 59.23 feet to the southerly right of way of the BNSF Railroad; thence easterly, 7.17 feet along the arc of a curve, concave northerly with a radius of 1950.00 feet, the chord of which is South 85°23'10" East, 7.17 feet, and, continuing easterly, 163.81 feet along the arc of said curve, the chord of which is South 87°56'50" East, 163.77 feet, all along said southerly right of way to its intersection with the aforesaid northerly right of way of an unnamed road; thence southeasterly, 148.43 feet along the arc of a curve, concave southwesterly with a radius of 343.20 feet, the chord of which is South 74°12'40" East, 177.65 feet, and, South 59°12'40" East, 150.00 feet, and, thence southeasterly, 179.70 feet along the arc of a curve, concave northeasterly with a radius of 403.20 feet, the chord of which is South 69°45'30" East, 147.59 feet, and, South 89°12'40" East, 154.28 feet, and, thence southeasterly, 361.28 feet along the arc of a curve, concave southwesterly with a radius of 230.00 feet, the chord of which is South 44°12'40" East, 325.27 feet, and, South 0°47'20" West, 136.06 feet all along said northerly right of way to the easterly line of Lot 1 of said AMENDED PLAT ROLLA INDUSTRIAL PARK; thence North 89°08'30" West, 5.10 feet along said easterly line; thence North 3°55'50" East, 50.06 feet; thence northwesterly, 154.18 feet along the arc of a curve, concave southwesterly with a radius of 230.00 feet, the chord of which is North 22°16'00" West, 151.54 feet to the aforesaid southerly right of way of an unnamed road; thence northwesterly, 212.84 feet along the arc of a curve, concave southwesterly with a radius of 170.00 feet, the chord of which is North 53°20'40" West, 199.21 feet, and, North 89°12'40" West, 154.18 feet, and, northwesterly, 211.12 feet along the arc of a curve, concave northeasterly with a radius of 403.20 feet, the chord of which is North 74°12'40" West, 208.71 feet, and, thence North 59°12'40" West 140.64 feet along said southerly right of way to the point of beginning. Per plat of survey J-6519 by CM Archer Group, P.C.

VACATION TRACT 3 DESCRIPTION (As-built location of Industrial Park Drive as originally surveyed per Phelps County Survey Records Book 2, Page 102):

A fractional part of Lots 1 and 2 of Rolla Industrial Park, Rolla, Missouri, more particularly described as follows: Commencing at the Center of Section 31, Township 38 North, Range 7 West of the 5th P.M.; thence North 89°11'10" West, 187.61 feet along the quarter line to the true point of beginning of the hereinafter described tract: Thence North 89°08'30" West, 60.20 feet along said quarter line; thence North 3°55'50" West, 45.14 feet; thence northwesterly, 257.48 feet along the arc of a curve, concave southwesterly with a radius of 180.00 feet, the chord of which is North 44°48'40" West, 236.09 feet; thence North 85°48'20" West, 153.30 feet; thence northwesterly, 211.01 feet along the arc of a curve, concave northeasterly with a radius of 455.00 feet, the chord of which is North 74°32'40" West, 209.12 feet; thence North 59°14'10" West, 134.70 feet; thence North 0°46'10" East, 6.61 feet; thence North 0°50'00" East, 62.63 feet; thence South 59°14'10" East, 169.25 feet; thence southeasterly, 183.18 feet along the arc of a curve, concave northeasterly with a radius of 395.00 feet, the chord of which is South 74°12'40" East, 183.18 feet; thence southeasterly, 343.24 feet along the arc of a curve, concave southwesterly with a radius of 240.00 feet, the chord of which is South 44°50'00" East, 314.72 feet; thence South 3°55'50" East, 50.06 feet to the true point of beginning. Per plat of survey J-6826 by CM Archer Group, P.C.





**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Ordinance on a temporary Moratorium on data centers and other high utility uses

PREPARED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Ordinance

(CASE/PROJECT #) N/A

MEETING DATE: August 3rd, 2026

Background:

Advances in AI, cloud computing, and other digital infrastructure have resulted in significant growth in the development of large-scale data centers throughout Missouri and the Midwest. While these facilities may provide substantial private investment and economic development opportunities, they also present unique planning and infrastructure considerations that differ from traditional commercial and industrial development. In addition to data centers, other emerging industrial and commercial facilities may create comparable demands on municipal utilities and infrastructure. Including such high intensity utility users within the temporary moratorium ensures consistent treatment of developments with comparable impacts while the City establishes objective regulatory standards.

Unlike many industrial uses, data centers and other high intensity utility users could possibly require exceptionally large and continuous demands on electrical systems, water supplies, wastewater infrastructure, transportation networks, and/or emergency services. These impacts can extend beyond a single development site and would likely require long-term planning, utility coordination, and public infrastructure improvements.

Recognizing the rapid growth of this industry, City staff has proactively participated in educational and planning opportunities. These include the Missouri League of Counties Local Government Data Center Summit and the Governor's Conference on Artificial Intelligence and Data Centers. These conferences focused on emerging trends across Missouri, infrastructure demands associated with these facilities, evolving state and local regulatory approaches, and the importance of ensuring communities have appropriate development standards in place before such projects are proposed, along with best practices from municipalities that have experienced these trends.

The City's current Code of Ordinances does not specifically address data centers or other high-intensity utility users. During the moratorium, staff will evaluate infrastructure capacity, develop appropriate zoning and development standards, review utility cost recovery and service considerations, coordinate with utility providers, and present proposed regulations to the City Council for consideration prior to the expiration of the moratorium.



The proposed six-month moratorium is intended solely as a temporary planning tool that allows the City to complete this evaluation, prepare draft regulations, and coordinate with utility providers and other stakeholders. The moratorium is not intended to prohibit future development but rather to ensure that any future projects are reviewed under clear, predictable, and well thought out regulations that protect the City's long term infrastructure investments while supporting responsible economic development.

After the discussion during the first reading, staff met to discuss the limits of utility uses to add clarity to the Ordinance. This may not ultimately be the numbers reflected in the future Ordinance(s) but is a starting point today which is based on utility demands of current users within the City of Rolla. This has been added as Section 5 of the proposed Ordinance – no other edits were made.

Recommendation:

Staff recommends final reading of the attached ordinance establishing a temporary six month moratorium on the acceptance and approval of applications for new data centers and other high-intensity utility users.

BILL NO. 2026-10

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ROLLA, MISSOURI, ESTABLISHING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND APPROVAL OF DATA CENTERS AND OTHER HIGH INTENSITY UTILITY USES WHILE THE CITY EVALUATES AND ADOPTS APPROPRIATE LAND USE, INFRASTRUCTURE, AND UTILITY REGULATIONS WITHIN THE CITY LIMITS FOR A PERIOD OF SIX (6) MONTHS; PROVIDING FOR FINDINGS; AND SETTING FORTH AN EFFECTIVE DATE

WHEREAS, the City of Rolla recognizes that data centers and other advanced technology industries may provide economic development opportunities, private investment, and employment benefits to the community; and

WHEREAS, the City desires to ensure that future development of such facilities occurs in a manner that is compatible with existing land uses and municipal infrastructure and is supported by appropriate development standards; and

WHEREAS, the City's current Municipal Code (“Code”) does not contain regulations specifically addressing the unique land use, infrastructure, and utility demands associated with data centers and other similarly situated high intensity utility users; and

WHEREAS, certain large-scale developments may require substantial electrical capacity, water service, wastewater capacity, emergency services, transportation improvements, or other public infrastructure that warrants additional planning and review;

WHEREAS, the City Council finds that a limited period of study is necessary to evaluate existing infrastructure capacity, develop appropriate zoning and development standards, establish equitable utility cost recovery policies and provide opportunities for public input; and

WHEREAS, a temporary moratorium is a reasonable and measured planning tool to allow the City sufficient time to study, draft, and adopt such regulations and is not intended to prohibit or discourage future development.

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

Purpose

The purpose of this ordinance is to provide the City with sufficient time to evaluate infrastructure capacity, land use compatibility, utility planning, and appropriate development standards applicable to data centers and other high-intensity utility users. It is the intent of the City Council to facilitate responsible economic development by establishing a clear, predictable, and equitable regulatory framework. Nothing in this ordinance shall be construed as permanent prohibition on such uses.

SECTION 1. LEGISLATIVE FINDINGS OF FACT

The City Council hereby makes the following specific findings of fact, based upon available information, staff review, and municipal experience:

Infrastructure Capacity Constraints:

The City has not completed a comprehensive evaluation of the impacts that data centers and other high-intensity utility users may have on existing electric, water, wastewater, transportation, and emergency service systems.

Extraordinary Utility Demand:

Data centers require substantial and continuous electrical load and cooling capacity, which may exceed existing system capabilities and require significant upgrades.

Risk of Immediate and Irreversible Impact:

Certain large-scale developments may require utility capacity or infrastructure improvements beyond those anticipated under existing planning assumptions, and the City seeks to evaluate those impacts before approving such development.

Absence of Regulatory Framework:

The City's Code of Ordinances does not currently include definitions, zoning classifications, or conditional use standards specific to data centers or other high intensity utility uses.

Need for Coordinated Planning:

The City requires time to evaluate

- Land use compatibility
- Utility cost recovery
- High-energy user rate structures
- Emergency services impacts
- Long-term comprehensive plan alignment

Public Welfare Considerations

Appropriate development standards are necessary to evaluate and ensure that future projects are compatible with surrounding land uses, adequately address infrastructure demands, and protect the long-term reliability of municipal services.

Necessity of Interim Controls

A temporary moratorium is necessary to prevent unregulated development while the City adopts legally sufficient standards and is not intended as a permanent prohibition.

SECTION 2. AUTHORITY

This Ordinance is adopted pursuant to the City's police powers and zoning authority under Missouri law, for the purpose of protecting the health, safety, and general welfare, and to ensure decisions are not arbitrary but are based on documented and rational planning considerations.

SECTION 3. MORATORIUM

A temporary moratorium is hereby imposed on:

- Acceptance
- Processing
- Approval
- Issuance

of any permits or approvals for the construction or establishment of new data centers and other high-intensity utility users, as defined by this ordinance.

SECTION 4. DEFINITION

For purposes of this ordinance, "Data Center" means:

A facility whose primary service is data processing or data storage that is used to house computer systems and associated components, such as central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email services, or any other similar use (including associated infrastructure, cooling systems, backup generators, electrical substations, and related equipment) for the centralized storage, processing, management, or transmission of digital data.

This definition excludes small accessory servers or server rooms that serve an existing business located on the same premises within an otherwise permitted principal use.

High-Intensity Utility User means a new industrial or commercial facility reasonably expected to exceed thresholds established by the City for electrical demand, water consumption, wastewater discharge, or other infrastructure impacts, as determined by the City Engineer or applicable utility provider.

SECTION 5. UTILITY USE THRESHOLDS DURING MORATORIUM

During the term of this moratorium, the following utility usage thresholds shall apply for purposes of identifying a High-Intensity Utility User under Section 4:

- Wastewater/sewer discharge exceeding one million (1,000,000) gallons per month;
- Water consumption exceeding five million (5,000,000) gallons per month; or
- Electrical demand exceeding ten (10) megawatts (MW).

Note: Any proposed new electrical load exceeding five (5) megawatts (MW) may require the applicant to engage a contractor coordinated with, or approved by, Rolla Municipal Utilities (RMU) to evaluate system capacity, interconnection, and infrastructure requirements.

These thresholds are provided for administrative guidance during the moratorium and do not limit the authority of the City Engineer or applicable utility provider to identify other high-intensity uses under Section 4.

SECTION 6. DURATION AND AUTOMATIC TERMINATION

This moratorium shall:

- Remain in effect for six (6) months, OR
- Automatically terminate upon adoption of data center regulations, whichever occurs first.

SECTION 7. NON-ARBITRARY APPLICATION

This moratorium is:

- Based on specific findings of fact
- Supported by documented infrastructure and planning concerns
- Intended to apply uniformly to all similarly situated properties
- Not intended to target any individual property or applicant

SECTION 8. REQUIRED ACTIONS DURING MORATORIUM

During the moratorium, the City shall:

- Draft and adopt data center zoning regulations
- Establish conditional use permit standards
- Evaluate and implement utility capacity and cost recovery policies
- Conduct at least one public hearing prior to adoption of regulations

SECTION 9. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portions.

SECTION 10. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 2ND DAY OF AUGUST 2026.

APPROVED: _____

Mayor, Lister B. Florence, Jr.

ATTEST: _____

City Clerk

APPROVED

AS TO FORM: _____

City Counselor



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Airport Taxiway A Reconstruction

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #)

MEETING DATE: August 3, 2026

Overview: City staff received bids for the Taxiway A Reconstruction project. The bids were as follows:

NB West \$ 1,168,817.00
18637 US Highway 66
Pacific, MO 63069

Capital Paving & Construction, LLC \$ 1,200,560.50
130 Scott Station Road
Jefferson City, MO 65109

This bid is for a partial reconstruction of Taxiway A at the Rolla National Airport

Background information: This work was recently re-bid due to the original bids being over budget.

Fiscal considerations: The work would be completed in the FY 26-27 budget year and will be included in the upcoming budget with an offsetting 95% grant.

Recommendation:

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with the NB West Contracting Company for \$ 1,168,817.00.

BILL # 2026-06
ORDINANCE # _____

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

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla and the NB West Contracting Company, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 3RD DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



CONSTRUCTION AGREEMENT

**Rolla National Airport
Vichy, Missouri
Taxiway A Reconstruction
MoDOT Project No. 23-056A-1**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between City of Rolla, Party of the First Part, hereinafter referred to as the "Sponsor", and N.B. West Contracting Company, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvements including Taxiway A Reconstruction, MoDOT Project No. 23-056A-1 at the Rolla National Airport.

WITNESSETH THAT the Contractor and Sponsor for the consideration stated herein agree as follows:

ARTICLE 1: SCOPE OF WORK. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Sponsor, the Contractor shall furnish all labor, utilities, transportation services, tools, equipment, and material and shall perform all work necessary including all incidental and appurtenant work to complete the improvements in a good and substantial manner, ready for use in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Sponsor.

ARTICLE 2: NOTICE TO PROCEED. The Contractor agrees to commence work within ten (10) calendar days after the date indicated within the Notice to Proceed. Contract times commence to run as provided in paragraph 80-07 of General Provisions and will continue to be counted until the project is accepted and complete, including punch list and administrative closeout submittals. Contractor further agrees to complete said work within 65 calendar days. Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Sponsor.

ARTICLE 3: COMPENSATION. In consideration of the completion of the work described herein and in fulfillment of all stipulations of this Contract to the satisfaction and acceptance of the Engineer and the Sponsor, the Sponsor shall pay and the said Contractor further agrees to receive and accept payment based on the contract price bid per unit as full compensation for furnishing all the equipment, labor, incidentals, and materials, and for the costs of all premiums on insurance and bonds and for doing all work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Contract Documents and the requirements of the Engineer under them.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract documents hereto attached.

Item No.	Description	Quantity	Units
C-100a	Contractor's Quality Control Program (CQCP)	1	LS
C-102a	Temporary Erosion Control	1	LS
C-105a	Mobilization	1	LS
P-101a	Pavement Removal - Full Depth	4,450	SY
P-101b	Asphalt Pavement Removal - Partial Depth	90	SY
P-152a	Unclassified Excavation	470	CY
P-156a	Cement Treated Subgrade, 18 Inches	3,290	SY
P-156b	Cement	100	TON
P-208a	Geotextile Fabric	3,460	SY
MO-304a	Aggregate Base Course, Type 5	940	CY
MO-403a	Asphalt Surface Course, PG 64-22, SP-125, E	780	TON
P-603a	Bituminous Tack Coat	500	GAL
P-620a	Temporary Airport Pavement Marking	2,000	SF
P-620b	Permanent Airport Pavement Marking, Yellow	970	SF
P-620c	Permanent Airport Pavement Marking, Black	1,030	SF
D-705a	Install 6-Inch Perforated Polyethylene Pipe	740	LF
D-705b	Install 6-Inch Non-Perforated Polyethylene Pipe	180	LF
D-751a	Install 6-Inch Underdrain Cleanout	1	EA
D-751b	Install 18x18 Inch Inspection Pit	2	EA
T-901a	Seeding with Hydromulch	1.0	AC
L-108a	Install #8 AWG, L-824C, 5000 Volt Wire	3,000	LF
L-108b	Install #6 AWG Bare Copper Counterpoise, Including Ground Rods	2,110	LF
L-110a	Install 1-2" SCH 40 PVC Conduit, Direct Earth Buried (DEB)	1,970	LF
L-110b	Install 1-2" SCH 40 PVC Conduit, Concrete Encased (CE)	140	LF
L-125a	Remove Stake Mounted Taxiway Edge Light, Complete	9	EA
L-125b	Install L-861T LED Taxiway Edge Light, Complete	32	EA

* Quantities that are struck through are N.I.C. Remaining quantities have been revised to reflect the awarded schedule *

The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by Sponsor that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Sponsor's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by the Sponsor in accordance with a budget adopted by the City of Rolla. Sponsor may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

Inasmuch as this Contract is executed pursuant to the laws of the State of Missouri, pertaining to airports and payment of the contract unit price shall be made solely from special account established for this project.

ARTICLE 4: PAYMENT BY SPONSOR. It is hereby further agreed that, at the completion of the work and its acceptance by the Sponsor, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Sponsor after said completion and acceptance.

ARTICLE 5: LIQUIDATED DAMAGES. Contractor and Sponsor recognize that time is of the essence and that Sponsor will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Sponsor if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Sponsor and Contractor agree that as liquidated damages for delay (but not as a penalty) if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for acceptance, completion and readiness for final payment. Contractor shall pay Sponsor damages as outlined in the General Provisions 80-08 and Local Provisions, "Liquidated Damages" for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently. If Sponsor recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Sponsor's sole and exclusive remedy for such delay, and Sponsor is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6: SPECIAL DAMAGES. Contractor shall reimburse Sponsor for any fines or penalties imposed on Sponsor as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and for the actual costs reasonably incurred by Sponsor for engineering, construction observation, inspection, and administrative services needed after the contract time expires. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 7: CONTRACT DOCUMENTS. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and as listed in the Table of Contents of the Project Manual. The "Contract" shall consist of:

- All issued Addenda
- Project Manual, Volume 1
 - Notice to Bidders
 - Instructions to Bidders
 - Bidding Documents
 - Bid proposal is excluded. Awarded schedules and corrected pay items are incorporated into this agreement.
- Project Manual, Volume 2:
 - Part 1: Construction Contract Documents
 - Part 2: FAA AC 150/5370-10H: GENERAL PROVISIONS
 - Part 3: Special Provisions
 - Part 4: Wage Rates
 - Part 5: Safety Documents
- Project Manual, Volume 3
 - FAA Technical Specifications
 - Supplemental Technical Specifications
- Construction Drawings
- Attached appendices and all documents incorporated by reference.

Said "Contract Documents" are made a part of the Contract as if set out at length herein.

ARTICLE 8: UNIT PRICES. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid and incorporated herein, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 9: BREACH OF CONTRACT TERMS. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 10: CONTRATOR REPRESENTATIONS. In order to induce Sponsor to enter into this Contract, Contractor makes the following representations:

- Contractor has examined and carefully studied the Contract Documents, including Addenda.
- Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on the cost, progress, and performance of the Work; the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and Contractor's safety precautions and programs.
- Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Contractor is aware of the general nature of work to be performed by Sponsor and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.



IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written. All copies of this agreement for all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

SPONSOR, Party of the First Part

N.B. West Contracting Company

City of Rolla

By: _____

By: _____

(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: _____

ATTEST: _____

(Office or Position of Signer)

(Office or Position of Signer)



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Airport Runway 13/31 Rehabilitation

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #)

MEETING DATE: August 3, 2026

Overview: City staff received bids for the Runway 13-31 Rehabilitation project. The bids were as follows:

NB West \$ 3,700,000.003
18637 US Highway 66
Pacific, MO 63069

Capital Paving & Construction, LLC \$3,415,645.50
130 Scott Station Road
Jefferson City, MO 65109

This bid is for an asphalt rehabilitation of Runway 13/31 at the Rolla National Airport

Background information: The Rolla National Airport was awarded discretionary funds for the rehabilitation of runway 13/31.

Fiscal considerations: The work would be completed in the FY 26-27 budget year and will be included in the upcoming budget with an offsetting 95% grant.

Recommendation:

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Capital Paving & Construction, LLC for \$ 3,415,645.50.

BILL # 2026-05
ORDINANCE # _____

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 3RD DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



CONSTRUCTION AGREEMENT

Rolla National Airport
Vichy, MO
Runway 13-31 Rehabilitation
MoDOT Project No. 26-056A-1

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between City of Rolla, Party of the First Part, hereinafter referred to as the "Sponsor", and Capital Paving and Construction, LLC _____, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvements including Runway 13-31 Rehabilitation, MoDOT No. 26-056A-1 at the Rolla National Airport.

WITNESSETH THAT the Contractor and Sponsor for the consideration stated herein agree as follows:

ARTICLE 1: SCOPE OF WORK. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Sponsor, the Contractor shall furnish all labor, utilities, transportation services, tools, equipment, and material and shall perform all work necessary including all incidental and appurtenant work to complete the improvements in a good and substantial manner, ready for use in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Sponsor.

ARTICLE 2: NOTICE TO PROCEED. The Contractor agrees to commence work within ten (10) calendar days after the date indicated within the Notice to Proceed. Contract times commence to run as provided in paragraph 80-07 of General Provisions and will continue to be counted until the project is accepted and complete, including punch list and administrative closeout submittals. Contractor further agrees to complete said work within 50 calendar days. Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Sponsor.

ARTICLE 3: COMPENSATION. In consideration of the completion of the work described herein and in fulfillment of all stipulations of this Contract to the satisfaction and acceptance of the Engineer and the Sponsor, the Sponsor shall pay and the said Contractor further agrees to receive and accept payment based on the contract price bid per unit as full compensation for furnishing all the equipment, labor, incidentals, and materials, and for the costs of all premiums on insurance and bonds and for doing all work contemplated and specified in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the work and the whole thereof, in full compliance with the Contract Documents and the requirements of the Engineer under them.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the Contract documents hereto attached.

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
C-100a	Contractor Quality Control Program (CQCP)	1	LS	\$243,000.00	\$243,000.00
ST-C-102a	Maintenance of Traffic and Haul Route Construction	1	LS	\$380,000.00	\$380,000.00
C-105a	Mobilization	1	LS	\$304,000.00	\$304,000.00
P-101a	Asphalt Pavement Removal - Partial Depth	54,530	SY	\$4.25	\$231,752.00
P-101b	Asphalt Pavement Removal - Full Depth	6,980	SY	\$4.50	\$31,410.00
P-101c	Base Repair Preparation	5,600	SY	\$12.50	\$70,000.00
P-401a	Asphalt Surface Course	7,150	TON	\$235.00	\$1,680,250.00
P-401b	Asphalt Leveling Course	210	TON	\$250.00	\$52,500.00
P-401c	Asphalt Leveling Course for Base Repair	720	TON	\$280.00	\$201,600.00
P-603a	Bituminous Tack Coat	11,200	GAL	\$4.00	\$44,800.00
P-605a	Minor Crack Repair (<1")	18,200	LF	\$1.55	\$28,210.00
P-605b	Major Crack Repair (>1")	6,070	LF	\$17.00	\$103,190.00
P-620a	Temporary Airport Pavement Marking	20,740	SF	\$0.65	\$13,481.00
P-620b	Permanent Airport Pavement Marking, Yellow	1,510	SF	\$3.00	\$4,530.00
P-620c	Permanent Airport Pavement Marking, White	19,230	SF	\$1.40	\$26,922.00
				TOTAL	\$3,415,645.50

The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by Sponsor that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Sponsor's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by the Sponsor in accordance with a budget adopted by the City of Rolla. Sponsor may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

Inasmuch as this Contract is executed pursuant to the laws of the State of MO, pertaining to airports and payment of the contract unit price shall be made solely from special account established for this project.

ARTICLE 4: PAYMENT BY SPONSOR. It is hereby further agreed that, at the completion of the work and its acceptance by the Sponsor, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Sponsor after said completion and acceptance.

ARTICLE 5: LIQUIDATED DAMAGES. Contractor and Sponsor recognize that time is of the essence and that Sponsor will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Sponsor if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Sponsor and Contractor agree that as liquidated damages for delay (but not as a penalty) if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for acceptance, completion and readiness for final payment. Contractor shall pay Sponsor damages as outlined in the General Provisions 80-08 and Local Provisions, "Liquidated Damages" for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently. If Sponsor recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Sponsor's sole and exclusive remedy for such delay, and Sponsor is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6: SPECIAL DAMAGES. Contractor shall reimburse Sponsor for any fines or penalties imposed on Sponsor as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and for the actual costs reasonably incurred by Sponsor for engineering, construction observation, inspection, and administrative services needed after the contract time expires. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 7: CONTRACT DOCUMENTS. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and as listed in the Table of Contents of this Project Manual. The "Contract" shall consist of:

- All issued Addenda
- Notice to Bidders
- Instructions to Bidders
- Part 2: Bidding Documents
 - Bid proposal is excluded. Awarded schedules and corrected pay items are incorporated into this agreement.
- Part 3: Construction Contract Documents
- Part 4: FAA General Provisions

- Part 5: Special Provisions
- Part 6: Wage Rates
- Part 7: Safety Documents
- Part 8: FAA Technical Specifications
- Part 9: Supplemental Technical Specifications
- Construction Drawings
- Project Manual
- Attached appendices and all documents incorporated by reference.

Said “Contract Documents” are made a part of the Contract as if set out at length herein.

ARTICLE 8: UNIT PRICES. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid and incorporated herein, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of “Extra Work” authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 9: BREACH OF CONTRACT TERMS. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor’s notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Sponsor’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 10: CONTRACTOR REPRESENTATIONS. In order to induce Sponsor to enter into this Contract, Contractor makes the following representations:

- Contractor has examined and carefully studied the Contract Documents, including Addenda.
- Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on the cost, progress, and performance of the Work; the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and Contractor’s safety precautions and programs.



- Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- Contractor is aware of the general nature of work to be performed by Sponsor and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written. All copies of this agreement for all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

Capital Paving and Construction, LLC

By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

(Office or Position of Signer)

SPONSOR, Party of the First Part

City of Rolla

By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

(Office or Position of Signer)



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: First Reading

SUBJECT: Conflict of Interest Ordinance

PREPARED BY: Lorri Powell, City Clerk

ATTACHMENTS: Ordinance

(CASE/PROJECT) NA

MEETING DATE: August 3, 2026

Overview: The attached ordinance is one that must be adopted every two years or the more stringent State rules for financial disclosure will apply (RSMo 105.485 (4)).

Background: Rather than applying to all City elected officials Rolla's ordinance stipulates the City Administrator, Mayor, Finance Director and RMU General Manager must annually file the financial disclosure statements with the Missouri Ethics Commission. In addition, any Council Member would need to disclose any financial transactions with the City in excess of \$500. A certified copy of the ordinance must be submitted to the Missouri Ethics Commission by September 15, 2026

Fiscal considerations: NA

Recommendation: Staff is requesting a first reading of the ordinance.

Bill #:2026-11
Ordinance # _____

AN ORDINANCE OF ROLLA, MISSOURI TO ESTABLISH A PROCEDURE FOR DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS

WHEREAS, the proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government; and

WHEREAS, in recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City of Rolla; and

WHEREAS, the City Council is allowed, pursuant to Section 105.483 and Section 105.485 of the Revised Statutes of Missouri, to adopt its own ordinance regarding conflicts of interest; and

WHEREAS, when the City Council adopts the conflict of interest ordinance biannually before September 15th, the City is exempt from the requirement of filing financial statements as required in Section 105.485.2 of the Revised Statutes of Missouri; and

WHEREAS, the City Council last adopted the conflict of interest ordinance on August 5, 2024; and

WHEREAS, the City Council, in order to continue to comply with Sections 105.483 and 105.485 of the Revised Statutes of Missouri, desires to adopt and reaffirm the requirements for a conflict of interest ordinance.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, THAT SECTION 2-209 BE REPEALED AND NEW SECTION 2-209 BE REENACTED AS FOLLOWS:

- (a) The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the political subdivision.

- (b) All elected and appointed officials as well as employees of the City of Rolla shall comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- (c) The Mayor or any member of the City Council who has a “substantial personal or private interest” as defined in Section 105.450, RSMo, in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the City Clerk and such disclosure shall be recorded in the minutes of the City Council. Substantial personal or private interest is defined as ownership by the individual, individual’s spouse, or the individual’s dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000, or more, per year from any individual, partnership, organization, or association within any calendar year.
- (d) The Mayor, each City Council member, the City Administrator, the City Finance Director, and the General Manager of the Rolla Municipal Utilities shall disclose, in writing, the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, if any such transactions occurred during the previous calendar year.
 - (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the City of Rolla, Missouri, and transfers for no consideration to the City of Rolla, Missouri; and
 - (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500), if any, that any business entity in which such person had a substantial interest, had with the City of Rolla, Missouri, other than payment of any tax, fee or penalty due to the City of Rolla, Missouri, or transaction involving payment for providing utility service to the City of Rolla, Missouri, and transfers for no consideration to the City of Rolla, Missouri.
 - (3) The Mayor, each City Council member, the City Administrator, the City Finance Director, and the General Manager of the Rolla Municipal Utilities, also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:

- (4) The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
 - (5) The name and address of each sole proprietorship that they owned; the name, address, and the general nature of the business conducted of each general partnership and joint venture in which they were a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class or outstanding stock, limited partnership units or other equity interests;
 - (6) The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.
- (e) The financial interest statements required to be filed shall be filed with the City Clerk and the Missouri State Ethics Commission no later than May 1 of each year.
 - (f) The financial interest statements shall be available for public inspection and copying during normal business hours.
 - (g) The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year;
 - (1) Each person required to file a financial interest statement and appointed to office shall file the statement within thirty (30) days of such appointment or employment covering the calendar year ending the previous December 31;
 - (2) Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided, that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - (h) A certified copy of the ordinance adopted prior to September 15th shall be sent within ten days of its adoption to the Missouri Ethics Commission.

- (i) This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST 2026.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Airport Runway Construction Administration Agreement

PREPARED BY: Darin Pryor

ATTACHMENTS: Ordinance/Agreement No. 1

(CASE/PROJECT #)

MEETING DATE: August 3, 2026

Overview: Staff has negotiated a supplemental agreement with Woolpert, Inc. for construction administration services for the rehabilitation of Runway 13-31 at the Rolla National Airport.

Background information: Council approved an agreement with Woolpert Inc in February of 2026 for design services for the runway rehabilitation at the Rolla Nation Airport. The agreement will provide construction administration services during construction including reporting to MoDOT and the FAA.

Fiscal considerations: The cost for the construction administration services will be included in the FY26-27 budget with a 95% matching grant from MoDOT.

Recommendation:

Staff is requesting the first reading of the ordinance authorizing the mayor to enter into the supplemental agreement with Woolpert, Inc. for \$353,355.00

BILL # 2026-12
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A SUPPLEMENTAL CONSULTANT AGREEMENT BETWEEN THE CITY AND WOOLPERT, INC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla a Supplemental Consultant Agreement between the City of Rolla and Woolpert, Inc, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

Airport Name: Rolla National
Project No.: 26-056A-1
County: Maries/Phelps

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Rolla, Missouri (hereinafter, "Sponsor") and Woolpert, Inc.(hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on February 10, 2026, to accomplish a project at the Rolla National Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) of the Original Agreement are hereby modified for Supplemental Agreement No. 1 to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$0.00	\$14,500.00	\$14,500.00
Max. Fee Payable	\$267,641.00	\$353,355.00	\$620,996.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The projected completion date is revised to December 31, 2026, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
N/A	N/A	N/A	N/A	N/A

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this

clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Terracon Consultants, Inc.	403 Schofer St, Rolla, MO 65401	Quality Assurance Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this _____ day of _____, 2026.

Executed by the Sponsor this _____ day of _____, 2026.

CONSULTANT:
Woolpert, Inc.

SPONSOR:
City of Rolla

By _____

By _____

Title Vice President

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

Title _____

EXHIBIT II - SA1
SCOPE OF SERVICES

**SCOPE OF WORK
FOR
ROLLA NATIONAL AIRPORT
Vichy, MO
MoDOT Project No. 26-056A-1
Runway 13/31 Rehabilitation (CA/CM)**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated December 31, 2025, between Rolla National Airport and Woolpert, Inc., for providing professional services. For the remainder of this scope the Rolla National Airport is indicated as “Sponsor” and Woolpert, Inc., is indicated as “Engineer.” The construction budget for this project is \$3,415,645.50. This construction budget does not include administrative, legal, or professional fees.

This SOW is an amendment to the current professional services agreement between the Sponsor and the Engineer. This amendment adds Construction Administration, Post-Construction Coordination, On-Site Construction Coordination, and On-Site Construction Survey for the Runway 13/31 Rehabilitation Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

This project shall consist of rehabilitating Runway 13/31. This will include a mill and fill of Runway 13/31 (except for the intersection) and a mill and fill of Taxiway A to the hold bar on either side of the runway, along with repairing the blow ups at the edge of concrete at both ends of Runway 13/31.

The intersection of Runway 13/31 and Runway 4/22 underwent full depth reclamation in 2020. The runway is 100 feet wide, and 5,500 feet long. Runway 13/31 intersects Runway 4/22 and has adjoining taxiways, Taxiway A, on each side.

The engineering fees for this project consist of the executed Part A Agreement and the proposed **Part B-Special Services**, which includes; 5) Construction Administration Phase, 6) Post-Construction Coordination Phase, 7) On-Site Construction Survey Phase, 8) On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the proposed quality assurance testing during construction. Part B and the four phases are described in more detail below.

PART B - SPECIAL SERVICES consists of the Construction Administration, and Post-Construction Coordination Phases which will be invoiced on a lump sum basis. On-Site Construction Coordination, and the On-Site Construction Survey Phases will be invoiced on a cost-plus fixed fee basis.

5.0 Construction Administration Phase

5.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work. Fees shall be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract amendment for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

5.02 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

5.03 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. This is assumed to average one hour per day per contract day for the project manager with support from, a senior project manager, an EIT, an Engineering Technician, and a project coordinator. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.

- ➔ Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- ➔ Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- ➔ Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- ➔ The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- ➔ Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- ➔ Prepare quarterly performance reports.

5.04 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected. During bidding the contractors asked for additional haul roads, therefore this task will include time for a planner/environmental specialist to update the CATEX and update the plans accordingly.

5.05 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

5.06 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

5.07 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

5.08 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The

intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor, and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments, and, ultimately, approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. An approved copy of the SPCD shall be provided to the FAA.

5.09 Review Contractor's Quality Control Program. This task includes reviewing and providing comments on the Contractor's Quality Control Program (CQCP) as required per Item C-100 of FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. The Engineer shall review the CQCP to ensure that all applicable quality control items are addressed and meet the requirements of Item C-100 and the project's technical specifications. The intent of the CQCP is to detail the methods and procedures that will be utilized to ensure that all materials and construction items are provided and completed in conformance with the project's plans, technical specifications, and/or other applicable requirements. Furthermore, the CQCP shall establish and describe corrective action plans to be implemented should any materials or production processes vary beyond pre-established quality control limits. Following the award of the project to the successful Contractor, and prior to the issuance of the Notice to Proceed, the Engineer will review the CQCP, provide comments, and, ultimately, approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The approved CQCP will be incorporated into the Engineer's Construction Management Plan and submitted to the FAA.

5.10 Review Construction Submittals. This task includes the review of construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the Construction Plans, Specifications, and Contract Documents. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request. The submittals anticipated to be required and the estimated time it will take to review each submittal are detailed below.

Submittal Description	Estimated Time to Review (Hours)
Item C-100 Contractor Quality Control Program	4
Item C-102 Erosion Control Products	2
Item P-101 Pavement Removal Means & Methods	4
Item P-208 Aggregate Base Course	4
Item P-401 Asphalt Mix Design	8
Item P-603 Bituminous Material Certification	2
Item P-605 Joint Seal Materials	2
Item P-620 Runway Paint	3
Item P-620 Runway Beads	2
Item T-901 Seed/Fertilizer/Tackifier/Hydromulch	2
Item ST-P-315 Asphalt Pavement Reinforcement Grid	4
Total Review Time	37

Additionally, it is anticipated that there will be a number of resubmittals or additional items for the various submittals to address comments from the Engineer's initial review. It is estimated that reviews of these resubmittals and additional items will add approximately 25%, or 6 hours, to the estimated submittal review time from the table above, resulting in an overall estimated submittal review time of 46 hours.

5.11 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the

completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

5.12 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager and the Construction Manager. Paving operations will not be permitted prior to this meeting's occurrence.

5.13 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to one site visit per week of construction with seven total visits, four of the visits will be half days and three will be all day visits. Additionally, during critical stages of construction, a Senior Engineering Project Manager and/or an Engineer In Training will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Project Manager and the Engineer In Training will make two site visits of up to 12 hours each for a total of 24 hours each on-site during construction.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Construction SOW and Contract	✓	✓
5.02 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
5.02 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
5.03 Monthly Invoice and Monthly PSR	✓	✓
5.03 Pay Request Review Documentation		✓
5.03 Weekly/Monthly Reports	✓	✓
5.03 Quarterly Performance Reports	✓	✓
5.03 Change Orders/Supplemental Agreements	✓	✓
5.06 Pre-Construction Agenda and Meeting Minutes	✓	✓
5.07 Construction Management Plan	✓	✓
5.08 Approved Safety Plan Compliance Document (SPCD)	✓	✓
5.09 Approved Contractor Quality Control Program (CQCP)	✓	✓
5.11 Requests for Reimbursement		✓
5.12 QA/QC Workshop Meeting Minutes	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.06 Conduct Pre-Construction Meeting	- Rolla, MO - One (1) Project Manager, one (1) Construction Manager, one (1) Senior Project Manager and (1) EIT - Assume full day site visit (1 site visit) - Assume travel to/from Denver, CO to Rolla, MO (flight) with one (1) overnight stay for construction manager

	Assume travel to/from Kansas City, MO for Senior PM and EIT.
5.12 Attend QA/QC Workshop	Rolla, MO One (1) Project Manager and one (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from Denver, CO to Rolla, MO (flight) with one (1) overnight stay for construction manager for the site visit
5.13 Perform Site Visits During Construction	Rolla, MO One (1) Project Manager Assume (4) four half day site visits & (3) three full day visits (7 total site visits) Assume travel to/from Rolla, MO to Vichy, MO
5.13 Site Visits During Critical Construction Activities	Rolla, MO One (1) Senior Construction Manager and (1) EIT. Assume full day site visit (2 site visits) Assume travel to/from Kansas City, MO to Rolla, MO

6.0 Post-Construction Coordination Phase

6.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

6.02 Perform As-Built Aeronautical Survey Data Collection. The Engineer will collect as-built survey data after construction is complete. This survey will follow the standards and specifications outlined in the following Advisory Circulars (AC):

- ➔ FAA Advisory Circular 150/5300-16 (Current Version), *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.*
- ➔ FAA Advisory Circular 150/5300-18 (Current Version), *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.*

The following items will be performed as a part of this survey:

- ➔ Establish or validate airport Geodetic Control. If the airfield has existing PACS and SACS, the Engineer will validate according to the requirements in the applicable advisory circulars. If the airfield does not have PACS and SACS, or if it is determined the PACS and SACS are lost and/or disturbed, Temporary Survey Marks (TSMs) will be established in accordance with -16B and utilized as the basis of control for this project.
- ➔ Survey, monument, and document runway critical points (ends, thresholds, blast pads, stopways) for contracted runways only.
 - Determine runway length and width.
 - Determine runway profile on all runways using 50-foot stations. (10-foot stations and 10-foot offset left and right for all Part 139 airports).

The As-Built Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

6.03 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

6.04 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection. Because the engineer cannot control the contractor's or the FAA's schedule we cannot assume the Site Representative will still be mobilized and must include a mobilization in the fee.

6.05 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

6.06 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

6.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 6 DELIVERABLES	TO FAA/STATE	TO SPONSOR
6.01 Final Testing Report	✓	✓
6.02 As-Built Survey		✓
6.03 Clean-up List	✓	✓
6.04 Punchlist	✓	✓
6.05 Record Drawings	✓	✓
6.06 Final Construction Report	✓	✓
6.07 Project Cost Summary	✓	✓

TASK 6 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
6.02 As-Built Survey	Rolla, MO One (1) Survey Crew Chief Assume full day site visit (2 site visits) Assume travel to/from Denver, CO to Rolla, MO with one (1) overnight stay for the Surveyor for each site visit
6.04 Conduct Final Inspection	Rolla, MO One (1) Project Manager, one (1) senior project manager, and one (1) Construction Manager II. Assume full day site visit Assume senior PM travel to/from Kansas City, MO to Rolla, MO Assume Construction Manager travel to/from Denver, CO to Rolla, MO (flight) with (1) overnight stay

7.0 On-Site Construction Survey Phase

7.01 Provide Construction Survey Control. Prior to the beginning of construction, the Surveyor will verify existing project control and move/set additional control outside of grading limits to control the project. Project control will be tied to existing airport control points and updated positions will be provided to the Contractor for use during the project. Surveying will be performed under the direct supervision of a state-licensed Professional Land Surveyor.

7.02 Provide Project Reference Staking. Prior to the beginning of construction, the Surveyor will install reference lath every 250 feet along the project corridor. Staking will show project stationing only and shall not be used as vertical control. It is the responsibility of the Contractor to maintain the reference staking throughout the project. Surveying will be performed under the direct supervision of a state-licensed Professional Land Surveyor.

TASK 7 DELIVERABLES	TO FAA/STATE	TO SPONSOR
7.01 Provide Updated Survey Control Sheet		✓

TASK 7 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
7.01 Provide Survey Control	- Rolla, MO - One (1) Surveyor - Assume full day site visit (4 site visits) - Assume travel to/from Denver, CO to Rolla, MO with one (1) overnight stay for the Surveyor for each site visit
7.02 Provide Project Reference Staking	- Rolla, MO - One (1) Surveyor - Mobilization will be combined with Task 7.01 and will not require additional overnight stays.

8.0 On-Site Construction Coordination Phase

This phase will consist of providing one Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **50 calendar days** to complete construction of the project.

8.01 Provide Resident Engineering. It is estimated that the Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR(s) will be able to complete all daily project documentation during the course of their shift. The total time allotted for the completion of construction is anticipated to be **50 calendar days**. It is assumed that the Contractor will work **six (6) days** per week during the construction period **resulting in 43 working days**. Should the contractor be required to work seven (7) days per week or longer than anticipated hours to maintain the project schedule, the RPR's efforts may increase from those estimated here.

In addition to the time provided for on-site construction coordination during the project calendar day contract period, the RPR's travel time, mobilization, and demobilization to and from the project location are also included under this task. It is assumed that this will consist of **four (4) eight (8)-hour days**.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Review survey data and other construction tasks for general compliance with the construction documents.
- b. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
- c. Prepare and process field directives and change orders.
- d. Conduct labor standards interviews of the Contractor's and subcontractor's employees, and review weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- e. Review quality control and quality assurance testing results for conformance with the project specifications.
- f. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
- g. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.
- h. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- i. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- j. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- k. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made.

- I. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

8.02 Provide Resident Engineering for Punchlist Work. It is anticipated that, following the substantial completion of the project within the allotted calendar day contract period, it will be necessary for the Contractor to return to the project site to address or correct any outstanding incomplete or unacceptable work items. It is estimated that up to **two (2) 12-hour workdays**, along with **two (2) eight (8)-hour travel days** will be required of **one (1)** Resident Project Representative (RPR) for this task.

TASK 8 DELIVERABLES	TO FAA/STATE	TO SPONSOR
8.01b Coordinate RFIs	✓	✓
8.01c Field Directives and Change Orders	✓	✓
8.01d Payroll Reviews	✓	✓
8.01e Quality Assurance/Quality Control Results Compilation	✓	✓
8.01g Periodic Cost Estimates	✓	✓
8.01j Weekly Reports	✓	✓

TASK 8 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
8.01 Provide Resident Engineering	Rolla, MO Two (1) Resident Project Representatives Assume 50 calendar days for project and four (4) travel days for a total of 43 nights of lodging
8.02 Provide Resident Engineering for Punchlist Work	Rolla, MO One (1) Resident Project Representative Assume two (2) working days and two (2) travel days for a total of three (3) nights of lodging

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 5 and 6 Reimbursables are invoiced on a lump sum basis, and Section 7 and 8 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- ➔ Item P-101 Preparation/Removal of Existing Pavements
- ➔ Item P-401 Plant Mix Bituminous Pavements

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current

- GSA rates. The actual amounts to be invoiced for per diem and lodging will be on a lump sum basis.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
 3. The Sponsor will coordinate with tenants as required to facilitate field evaluations.
 4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Central Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
 5. The Engineer will utilize the following plan standards for the project:
 - ➔ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - ➔ Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - ➔ Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - ➔ All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - ➔ Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - ➔ The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
 6. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - ➔ The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - ➔ The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - ➔ FAA General Provisions and required contract language will be used.
 7. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

8. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.
9. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- ➔ Due to the recent changes to the Federal DBE program, no services for setting DBE Program or Project Goals can be provided at this time, and are not included in this scope of work. If these services are requested after the new certification process has been completed, and notice of completion is provided by the Civil Rights Office, Certifying Agencies, or FAA, they will be under a separate scope of work, or an amendment to this scope of work.
- ➔ Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- ➔ Submittals or deliverables in addition to those listed herein.
- ➔ If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- ➔ Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- ➔ Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- ➔ Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

2

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
5.0 Construction Administration Phase (Lump Sum)			
Practice Operations Leader	2 hrs. x	\$ 360.00 /hr =	\$ 720.00
Senior Engineer Project Mgr I	58 hrs. x	\$ 310.00 /hr =	\$ 17,980.00
Engineer Project Mgr III	170 hrs. x	\$ 275.00 /hr =	\$ 46,750.00
Engineer in Training I	120 hrs. x	\$ 175.00 /hr =	\$ 21,000.00
Project Coordinator I	38 hrs. x	\$ 135.00 /hr =	\$ 5,130.00
Engineering Tech I	8 hrs. x	\$ 135.00 /hr =	\$ 1,080.00
Contracts Administrator I	4 hrs. x	\$ 165.00 /hr =	\$ 660.00
Planner III	16 hrs. x	\$ 290.00 /hr =	\$ 4,640.00
Grants Administrator I	16 hrs. x	\$ 155.00 /hr =	\$ 2,480.00
Construction Manager II	76 hrs. x	\$ 190.00 /hr =	\$ 14,440.00
Eng Designer I	32 hrs. x	\$ 165.00 /hr =	\$ 5,280.00
0 hrs. x			
SUBTOTAL	540 hrs.		\$ 120,140.00
Reimbursables			
Auto Rental	10 Day x	\$ 130.00 /Day=	\$ 1,300.00
Lodging + Tax & Fees	4 Day x	\$ 125.00 /Day=	\$ 500.00
Per Diem	15 Day x	\$ 68.00 /Day=	\$ 1,020.00
Travel & Airline Costs	2 Trips x	\$ 500.00 /Trip=	\$ 1,000.00
SUBTOTAL			\$ 3,820.00
PHASE SUBTOTAL		\$	123,960.00

LABOR HOUR BREAKDOWN

TASK	Practice Operations Leader	Senior Engineer Project Mgr I	Engineer Project Mgr III	Engineer in Training I	Project Coordinator I	Engineering Tech I	Contracts Administrator I	Planner III	Grants Administrator I	Construction Manager II	Eng Designer I	Phase Item Costs
Start Date: 6/15/2026 End Date: 5/20/2027												
5.0 Construction Administration Phase (Lump Sum)	Jason Virzi	Kevin Scherr	Bradley Clay	Nicole Borzu	Sierra Gharst	Shelby Eagen	Marisa Fluhr	Morgan Einspahr	Lauren Silcox	Construction Manager	Violet Bernal	\$
5.01 Prepare Project Scope of Work and Contract	1	1	8	4	4	4						\$ 5,360.00
5.02 Prepare Construction Contract and Documents	1	1	8	4	8						8	\$ 5,960.00
5.03 Provide Project Coordination		16	56	56	16						16	\$ 34,960.00
5.04 Review Environmental Documentation			2					16			8	\$ 6,510.00
5.05 Coordinate Quality Assurance Testing			8	4								\$ 2,900.00
5.06 Prepare/Conduct Pre-Construction Meeting		12	8	12	2					12		\$ 10,570.00
5.07 Prepare/Submit Construction Management Plan			4	4	4					12		\$ 4,620.00
5.08 Review Contractor's Safety Plan Compliance Document			4	4						8		\$ 3,320.00
5.09 Review Contractor's Quality Control Program			4	4	4					8		\$ 3,860.00
5.10 Review Construction Submittals		4	16							24		\$ 10,220.00
5.11 Prepare Requests for Reimbursement			4			4			16			\$ 4,120.00
5.12 Coordinate and Attend Quality Assurance/Quality Control Workshop			8	4						12		\$ 5,180.00
5.13 Perform Site Visits During Construction		24	40	24								\$ 22,640.00
TOTALS	2	58	170	120	38	8	4	16	16	76	32	\$ 120,140.00
PERCENTAGES	0%	11%	31%	22%	7%	1%	1%	3%	3%	14%	6%	

Labor Category	Total Hours	Billing Rate	Total Cost
6.0 Post Construction Coordination Phase (Lump Sum)			
Senior Engineer Project Mgr I	20 hrs. x	\$ 310.00 /hr =	\$ 6,200.00
Engineer Project Mgr III	40 hrs. x	\$ 275.00 /hr =	\$ 11,000.00
Engineer in Training I	24 hrs. x	\$ 175.00 /hr =	\$ 4,200.00
Project Coordinator I	16 hrs. x	\$ 135.00 /hr =	\$ 2,160.00
Eng Designer I	24 hrs. x	\$ 165.00 /hr =	\$ 3,960.00
Geospatial Project Mgr I	8 hrs. x	\$ 215.00 /hr =	\$ 1,720.00
Surveyor III	4 hrs. x	\$ 220.00 /hr =	\$ 880.00
Survey Crew Chief	36 hrs. x	\$ 150.00 /hr =	\$ 5,400.00
Geospatial Technician III	8 hrs. x	\$ 135.00 /hr =	\$ 1,080.00
Construction Manager II	68 hrs. x	\$ 190.00 /hr =	\$ 12,920.00
SUBTOTAL	248 hrs.		\$ 49,520.00
Reimbursables			
Auto Rental	4 Day x	\$ 130.00 /Day=	\$ 520.00
Lodging + Tax & Fees	2 Day x	\$ 125.00 /Day=	\$ 250.00
Per Diem	4 Day x	\$ 68.00 /Day=	\$ 272.00
Travel & Airline Costs	1 Trip x	\$ 500.00 /Trip=	\$ 500.00
Survey Field Vehicle	4 Day x	\$ 135.00 /Day=	\$ 540.00
Survey Lodging + Tax & Fees	3 Day x	\$ 125.00 /Day=	\$ 375.00
Survey Per Diem	4 Day x	\$ 68.00 /Day=	\$ 272.00
Survey Supplies & Equip.	4 Day x	\$ 150.00 /Day=	\$ 600.00
SUBTOTAL			\$ 3,329.00
PHASE SUBTOTAL		\$	52,849.00

TASK	Senior Engineer Project Mgr I	Engineer Project Mgr III	Engineer in Training I	Project Coordinator I	Eng Designer I	Geospatial Project Mgr I	Surveyor III	Survey Crew Chief	Geospatial Technician III	Construction Manager II	Phase Item Costs
Start Date: 5/20/2027 End Date: 7/1/2027											
6.0 Post Construction Coordination Phase (Lump Sum)	Kevin Scherr	Bradley Clay	Nicole Borzu	Sierra Gharst	Violet Bernal	Adam Knier	Daniel Kuxhausen	Ben Christie	Jacob Gill	Construction Manager II	\$
6.01 Prepare Final Testing Report	4	8	4								\$ 4,680.00
6.02 Perform As-Built Aeronautical Survey Data Collection		4		4		8	4	36	8		\$ 10,180.00
6.03 Prepare Clean-up Item List		4	4						8		\$ 3,320.00
6.04 Conduct Final Inspection	8	8							12		\$ 6,960.00
6.05 Prepare Engineering Record Drawings		8	8		24				4		\$ 8,320.00
6.06 Prepare Final Construction Report	4	4		8					40		\$ 11,020.00
6.07 Summarize Project Costs	4	4	8	4					4		\$ 5,040.00
TOTALS	20	40	24	16	24	8	4	36	8	68	\$ 49,520.00
PERCENTAGES	8%	16%	10%	6%	10%	3%	2%	15%	3%	27%	0%

Labor Category	Total Hours	Billing Rate	Total Cost
7.0 On-Site Construction Survey Phase (Lump Sum)			
Geospatial Project Mgr I	8 hrs. x	\$ 215.00 /hr =	\$ 1,720.00
Surveyor III	10 hrs. x	\$ 220.00 /hr =	\$ 2,200.00
Survey Crew Chief	56 hrs. x	\$ 150.00 /hr =	\$ 8,400.00
Survey Office Tech III	8 hrs. x	\$ 140.00 /hr =	\$ 1,120.00
SUBTOTAL	82 hrs.		\$ 13,440.00
Reimbursables			
Survey Field Vehicle	4 Day x	\$ 135.00 /Day=	\$ 540.00
Survey Lodging + Tax & Fees	3 Day x	\$ 125.00 /Day=	\$ 375.00
Survey Per Diem	4 Day x	\$ 68.00 /Day=	\$ 272.00
Survey Supplies & Equip.	4 Day x	\$ 150.00 /Day=	\$ 600.00
Survey Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
SUBTOTAL			\$ 1,787.00
PHASE SUBTOTAL		\$	15,227.00

TASK	Geospatial Project Mgr I	Surveyor III	Survey Crew Chief	Survey Office Tech III	Phase Item Costs
Start Date: 5/1/2027 End Date: 5/20/2027					
7.0 On-Site Construction Survey Phase (Lump Sum)	Adam Knier	Daniel Kuxhausen	Ben Christie	Calvin Johnson	\$
7.01 Provide Construction Survey Control	6	8	50	6	\$ 11,390.00
7.02 Provide Project Reference Staking	2	2	6	2	\$ 2,050.00
TOTALS	8	10	56	8	\$ 13,440.00
PERCENTAGES	10%	12%	68%	10%	



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Discussion by Council

SUBJECT: Establishment of Goals & Objectives for FY 2027

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: DRAFT Goals & Objectives for discussion purposes

(CASE/PROJECT #)

MEETING DATE: August 3, 2026

Overview: Earlier this year the Mayor and City Council members held a strategic planning meeting to discuss topics ranging from rules of procedures to desired goals and objectives. From the information received and presented at the meeting, a DRAFT set of Goals & Objectives is presented for the Governing Body's review and discussion. The items being presented for discussion should be modified by desired by the Governing Body. It is up to the Council to decide if they wish to adopt a listing of Goals & Objectives and what is included in that list.

Background information: In preparation for the strategic planning meeting held earlier this year, the Governing Body was asked to identify top priorities that they wish to accomplish in the next 1-3 years. This is intended to identify short-term goals and objectives to guide staff efforts and to provide input into the development of the budget. The goals should be aligned with the objectives outlined in adopted long range plans such as the Rolla 2050 Comprehensive Plan.

The Goals & Objectives are intended to provide broad direction with staff filling in the details on how to achieve the task. This is more of a directional guide (travel north by northwest) as opposed to a "turn by turn" direction (complete task 1 by June first, then proceeding to task 2). The Goals & Objectives as listed are not sequential, meaning staff does not have to complete goal 1 before proceeding to goal 2. The goals can be addressed concurrently. The goals should generally be listed in order of priority, meaning staff should allocate more efforts to higher goals (don't focus on goal 7 to the exclusion of goal 2). The Goals & Objectives established by the Governing Body are not exclusive to the foundational purposes of the departments and should not direct basic operations (the Street Department knows to fill potholes and maintain traffic signals.)

The focus of objectives are short-term, with larger, long-term projects (development of an outer bypass road) to be incorporated into some of the policies to be brought forward. Some have proposed adding staff members to specific departments as a goal or objective. The adding of staff is something that could be considered to achieve a specified objective (unless the objective is to increase personnel costs). The objective to be accomplished should be outlined (increase visibility of patrol officers in the downtown, improve the beautification of key gateway entrances to Rolla) and then staff should be

given the opportunity to determine how that objective will be accomplished. It could be through reassignment of staffing, elimination of other duties, etc.

The proposed list of Goals & Objectives is submitted for the Governing Body's consideration and discussion. The Council could give guidance to modify language, add new Goals & Objectives, eliminate items, direct to a committee for discussion or direct to not establish a list of short-term goals and objectives.

This item is being presented for discussion by the Council with further direction to be provided to the City Administrator.

Fiscal considerations: The adoption of Goals & Objectives does not have a direct fiscal impact. Fiscal consideration will be given for the specific items that must be undertaken to achieve the individual goal or objective.

Recommendation: The Goals & Objectives are presented for Council consideration and discussion. Should the Governing Body wish to adopt written Goals & Objectives, it will give guidance to the development and consideration of the City's FY 2027 budget as well as staff projects and initiatives.

Priorities and objectives for FY 27 and beyond

1. Establish a funding strategy to ensure certainty for the Centre and the natatorium
2. Support economic development initiatives throughout Rolla
 - a. Encourage downtown redevelopment/reinvestment through formation of appropriate districts (CID) and use of Chapter 353 redevelopment corporation
 - b. Support Missouri S & T plans for continued investment and growth of projects such as the Protoplex, Bioplex and other anchor projects
 - c. Use appropriate incentives (Chapter 100 bonds) to advance projects creating jobs for the community
 - d. Encourage retail and other commercial development within the City
3. Support the improvement and diversification of Rolla's housing stock
 - a. Encourage construction of new housing within Rolla at various price points
 - b. Pursue renovation of existing housing stock through appropriate code enforcement and housing improvement programs
4. Develop policies and guidelines for growth and public investment
 - a. Annexation
 - b. Utility services
 - c. Infrastructure investments
5. Review and adopt updated policies and guidelines as warranted
 - a. Governing Body Rules of Procedures
 - b. Personnel regulations
 - c. Purchasing guidelines
6. Improve budget planning, compensation planning and capital planning
 - a. Develop a 5-year capital improvement plan
 - b. Undertake fiscal forecasting and planning through the Finance & Audit Committee
 - c. Pursue grant opportunities
7. Develop plan of action for addressing employee compensation challenges
 - a. Undertake a compensation and benefit analysis
 - b. Establish future plans for funding
8. Improve citizen communication – residential, commercial and not-for-profits
9. Focus on facility planning to address growth and future community needs
 - a. Completion of Rolla Animal Shelter
 - b. Dispose of excess City properties and pursue strategic acquisitions
 - c. Determine time frame for planning a third fire station
 - d. Consider new or revised plans for Police Department facilities

10. Undertake technology improvements within City operations as budget and opportunities support
11. Establish a City government (Council and staff) culture of excellence
 - a. Conduct regular citizen satisfaction survey



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Bid Award/Ordinance

SUBJECT: Project 541 – New Animal Shelter Phase 3 - Fencing

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #) 541

MEETING DATE: August 3, 2026

Overview: City staff received bids for exterior fencing and kennels for the New Animal Shelter. The bids were as follows:

Mid-Missouri Fence Company \$ 120,370.00
13460 Maries Road 607
Dixon, MO 65459

Central Fence, LLC IRREGULAR
10621 Highway 28 Spur
Vienna, MO 65582

All-Type Fence, Inc. \$ 106,100.00
3841 Highway T
Steelville, MO 65565

This bid is for constructing the dog kennels and exterior fencing at the New Animal Shelter.

Background information: The work included in this project is needed to facilitate opening the New Animal Shelter.

Fiscal considerations: This project will be paid for from donated funds specifically for the animal shelter construction.

Recommendation:

Staff is requesting a motion to award the bid to All-Type Fence, Inc., and the first reading of the ordinance authorizing the Mayor to enter into the contract with All-Type Fence, Inc for \$ 106,100.00.

BILL # 2026-13
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND ALL-TYPE FENCE, INC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla an agreement between the City of Rolla and All-Type Fence, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

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 **All-Type Fence, Inc.** Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **New Animal Shelter, Phase 3 - Fencing, 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 3 - Fencing, 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 \$ 106,100.00 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.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

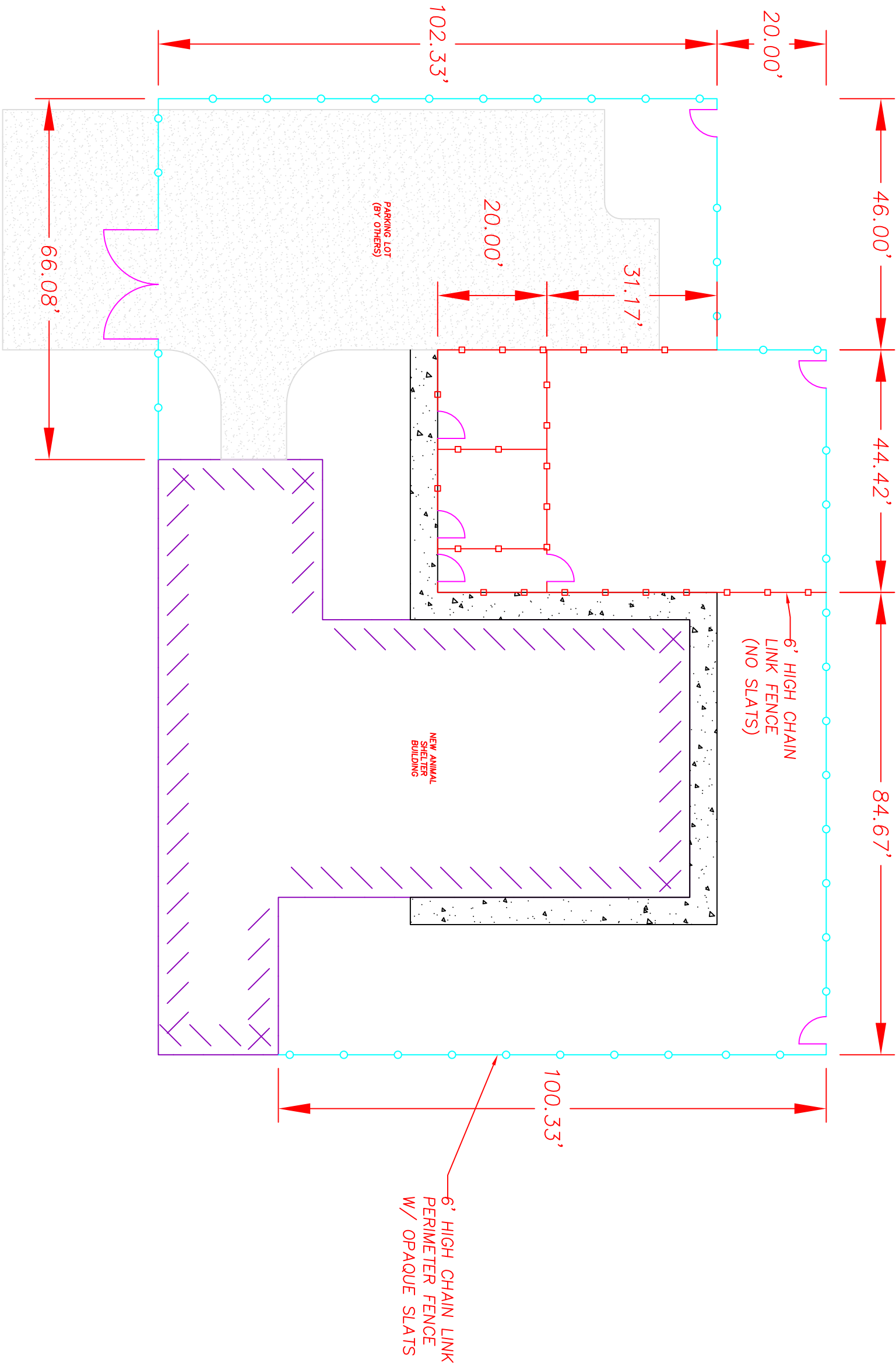
Notary Public

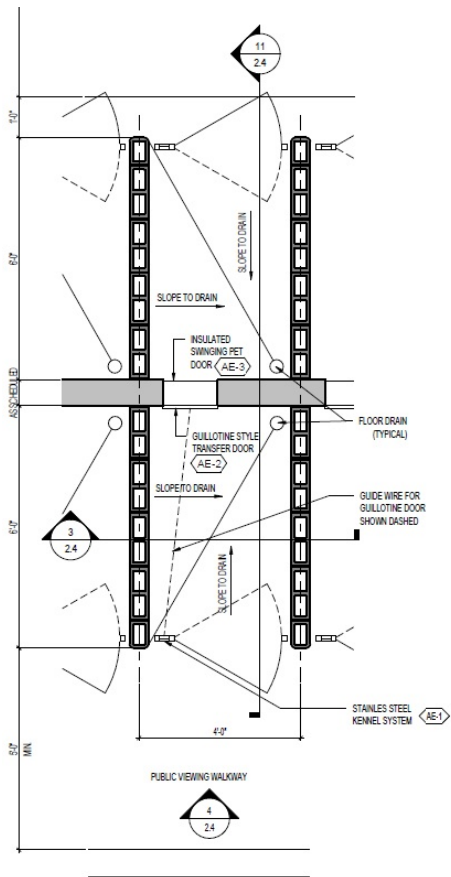
STATE OF MISSOURI)
SS)
County of Phelps)

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

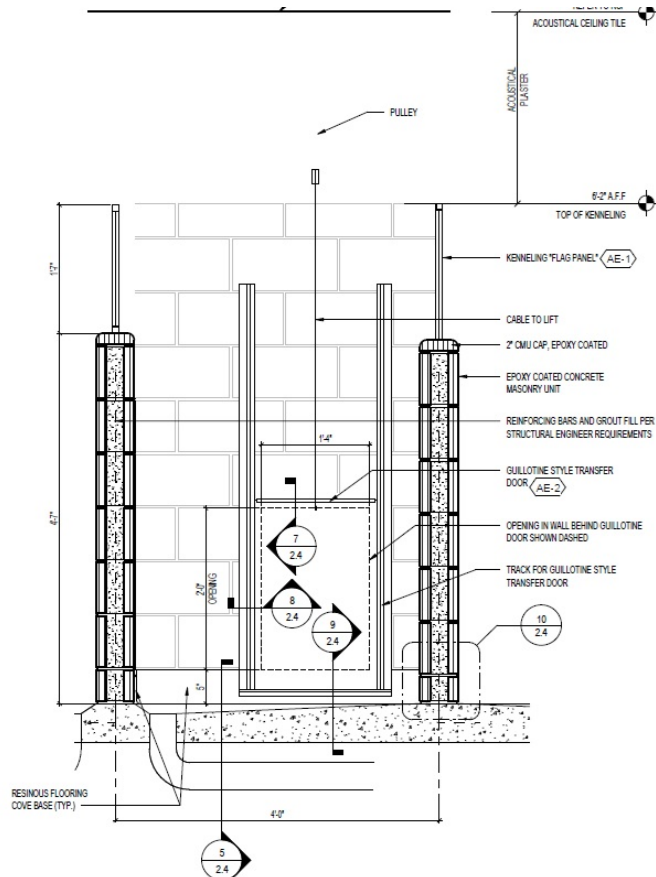
My commission expires: _____

Notary Public

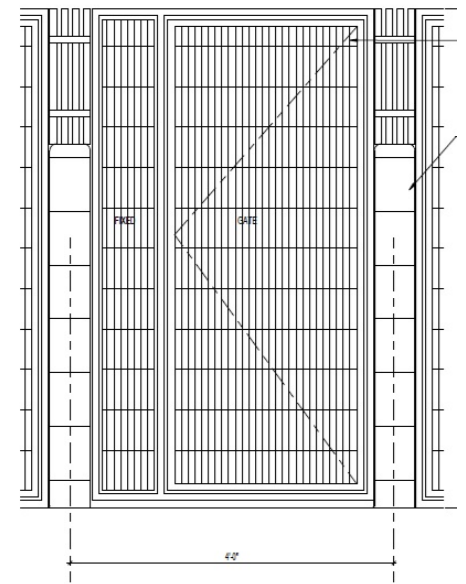




2 ENLARGED 4'-0" WIDE KENNEL
1/2" = 1'-0"



3 STANDARD SECTION AT 4'-0" WIDE KENNEL
1" = 1'-0"



4 STANDARD KENNEL ELEVATION 4'-0"
1" = 1'-0"



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Manhole Lining

PREPARED BY: Darin Pryor

ATTACHMENTS: Ordinance/Contract/Map

(CASE/PROJECT #) 611

MEETING DATE: August 3, 2026

Overview: Staff is requesting to use a contract negotiated by Purchasing Cooperative of America (PCA) to rehabilitate 37 manholes within the City.

Background information: PCA is a national purchasing cooperative active in all 50 states, the U.S. Territories, and Canada and Mexico. The PCA MISSION is to provide innovative BEST VALUE contracts, employ the HIGHEST ETHICAL STANDARDS in public procurement, and provide REAL time and money savings for all PCA Members and Awarded Contractors. There is no cost to join PCA, MEMBERSHIP includes public sector entities including educational institutions K-12 through universities including charter schools; local, state, Federal and special district governmental agencies; Indian Tribal Governments; hospitals; law enforcement; and non-profit, non-taxed organizations.

Fiscal considerations: The adopted FY 26 budget appropriated \$540,000 for Sewer Maintenance & Improvements – (Sewer) Materials. Project 610 appropriated \$313,281 for sewer lining leaving \$226,719 for other projects.

Recommendation:

Staff is requesting the first reading of the ordinance authorizing the mayor to enter into the contract with Advanced Rehabilitation Technology for \$101,120.60 for manhole lining using the PCA cooperative purchasing program.

BILL # 2026-14
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A MANHOLE LINING AGREEMENT BETWEEN THE CITY AND ADVANCED REHABILITATION TECHNOLOGY.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla a Manhole Lining Agreement between the City of Rolla and Advanced Rehabilitation Technology, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST 2026.

Approved: _____
Mayor, Lister B. Florence, Jr.

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

EXHIBIT A



PCA - City of Rolla, MO - MH Lining Rolla, MO

Rolla

901 N. Elm Street
Rolla, Missouri 65401

Matthew Kreyling

City Engineer
mkreyling@rollacity.gov
5734266962

Reference: 20260702-081111986

Quote created: July 2, 2026

Quote valid till: August 1, 2026

Advanced Rehabilitation Technology

525 Winzeler Drive
Bryan, Ohio 43506
United States

Prepared by:

Cole Andres

Client Support Mgr.

cole@artcoatingtech.com
+14196308745

PRODUCTS & SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL
OBIC Multi Layer System 4' DIA Manhole	295.82	\$330.00	\$97,620.60
Mobilization	1	\$3,500.00	\$3,500.00
Total			\$101,120.60

**The OBIC Armor Liner System Provides a 10 Year Labor & Material Limited Warranty
Lining of Manholes of Approximately 295.82 Vertical Feet.
@ \$330.00 per vertical Foot.
Mobilization: \$3,500.00 / Lsum.**

Quote Total: \$101,120.60
PCA OD-347-26

Notes:

- Owner/Contractor to provide Application Truck access within 100' of the structure.
- This proposal is based on one mobilization. If additional mobilizations are required, an additional \$5,000 may be added for each.
- Off road locations may require assistance from the owner/contractor to access.
- Grout costs \$150.00 per gallon and \$275.00 per hour after first 2 gallons used.
- DOT traffic control to be supplied by others if needed. Our crews will supply cones for immediate area.
- By-pass pumping is not included.
- Owner/Contractor must provide a water supply near the work site via hydrant or spigot (with water meter use free of charge).

General Terms and Conditions:

Terms & Conditions

- The quoted prices are exclusive of applicable state and local sales taxes.
- Payment terms: Net 30 days. Interest may be added to balances outstanding after 30 days.
- Pricing is contingent on the work as stated in this proposal. Advanced Rehabilitation Technology (ART) reserves the right to adjust unit rate and/or overall bid proposal accordingly to account for any changes (increase or decrease) from this scope.
- ART's bid proposal shall be incorporated into the subcontract agreements. ART will initiate this project upon receipt of this signed proposal as well as, receipt of a subcontract or purchase order agreeing to this proposal.
- Pricing does not include working nights, holidays, or weekends. Additional cost will be required for these situations.
- Non-weather-related delays (may include job site not prepared to allow ART to begin; road closures due to community, city, or private events; traffic control not ready or any work stoppages outside the control of ART) may result in a \$5,000/day mobilization fee.
- Fellow OBIC Installer, Midwest Infrastructure Coatings, will work as Subcontractor carrying out the scope of work quoted.
- A 2% Cost Increase may be applied to projects when bonds are required.

Purchase Order Number: _____

Billing Contact Email: _____

CPR Email (when applicable)_____

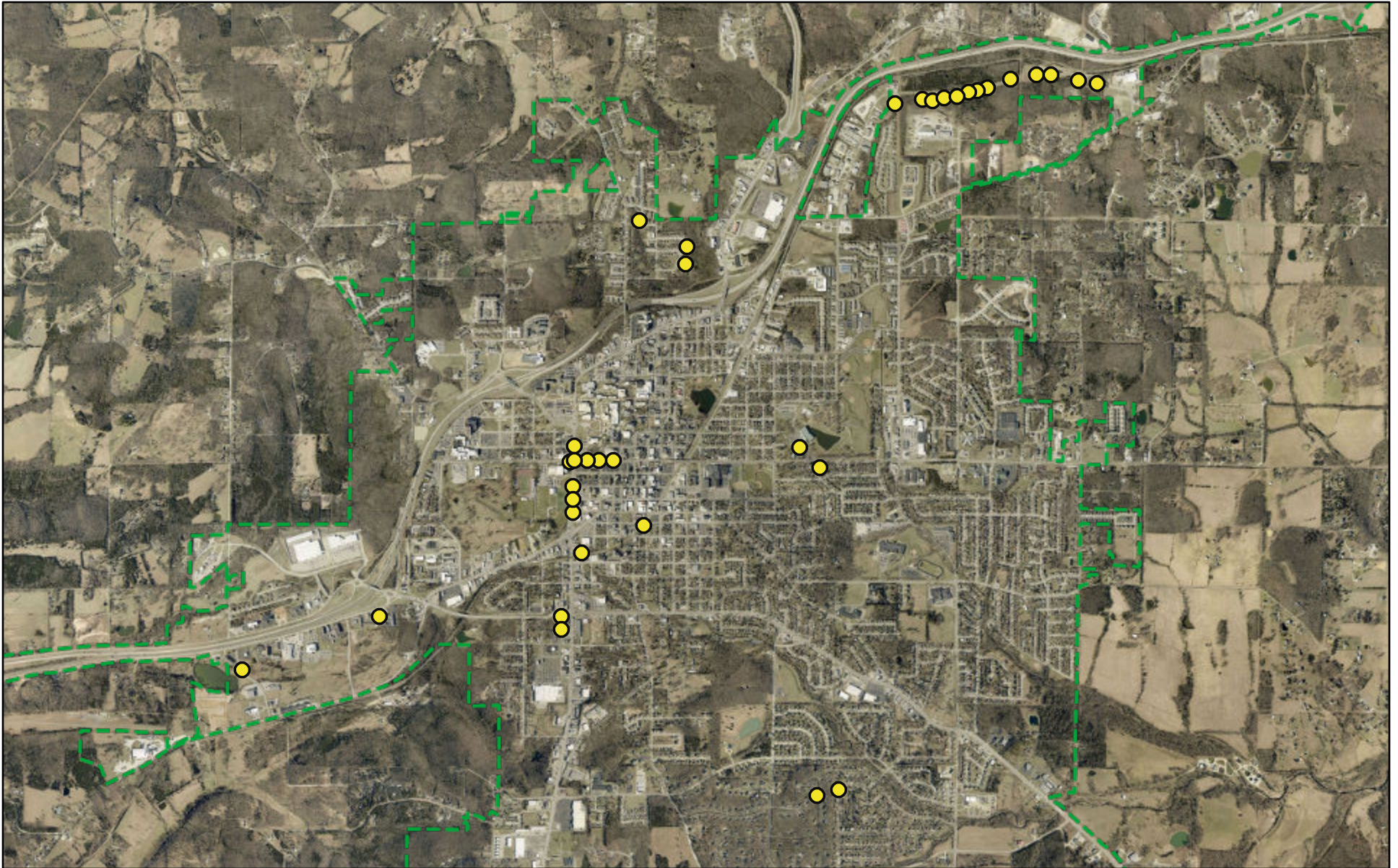
Signature

Signature

Date

Printed name

2026 Manhole Lining



7/29/2026