REGULAR CITY COUNCIL MEETING

Monday, October 19, 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, VACANCY, 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 - Councilmember Melissa Ganz**
3. **Swearing in Ceremony for Michael Reno as Ward 1 Councilmember.**
4. **PUBLIC HEARINGS - None**
5. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None**
6. **OLD BUSINESS**
    a. **Bill 2026-27 to approve a Right of Way Use Agreement with Wave Internet Technologies. (Public Works Director Darin Pryor) Final Reading**
    b. **Bill 2026-26 to establish the Rolla Animal Shelter Advisory Board. (Community Development Director Dawn Bell) Final Reading**
    c. **Bill 2026-25 to approve the amendment of Chapter 28 pertaining to sections 25-3, 28-6, 28-7. (Community Development Director Dawn Bell) Final Reading**
    d. **Bill 2026-28 to approve the contract with Nationwide Sports Construction for a turf field at Ber Juan Park. (Parks Director Floyd Jernigan) Final Reading**
7. **NEW BUSINESS**
    a. **Bill 2026-30 to approve the Final Plat of The Highlands Subdivision, Phase 2A, a residential subdivision in the R-1, Suburban Residential district with a PUD (Planned Unit Development) zoning overlay to create 35 residential lots. (Community Development Director Dawn Bell) First Reading**
    b. **Bill 2026-31 to approve the Final Plat of The Highlands Subdivision, Phase 2B, a residential subdivision in the R-1, Suburban Residential district with a PUD (Planned Unit Development) zoning overlay to create 27 residential lots. (Community Development Director Dawn Bell) First Reading**
8. **CLAIMS and/or FISCAL TRANSACTIONS**
    a. **Motion to award the bid for a Caterpillar Forklift from Wiese for $34,460.14.**

(Public Works Director Darin Pryor)

9. **CITIZEN COMMUNICATION**
10. **MAYOR/CITY COUNCIL COMMENTS**
11. **COMMENTS FOR THE GOOD OF THE ORDER**
    a. **Next City Council meeting, Monday, November 2, 2026**
    b. **Boo-Palooza is Saturday, October 31st from 5:00 pm to 7:30 pm on the Downtown Festival Lots. (Public Works Director Darin Pryor)**
12. **CLOSED SESSION - Closed Session per RSMo 610.021 – None**
13. **ADJOURNMENT**

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Agenda published on 10/15/2026 at 1:41 PM

CITY COUNCIL AGENDA

DEPARTMENT: Public Works **ACTION REQUESTED**: Ordinance

SUBJECT: Wave Internet Technologies ROW Use Agreement

PREPARED BY: Darin Pryor

ATTACHMENTS: ROW Use Agreement/Ordinance

(CASE/PROJECT #) **MEETING DATE:** October 19th, 2026

Overview: City staff received an application from Wave Internet Technologies for a ROW use agreement. Staff have prepared that agreement for council's consideration. This agreement would allow Wave to install fiber optic cables in City ROW to provide internet access to citizens of Rolla.

Background information: In February 2018 city council approved an ordinance updating chapter 36 specifically dealing with users of city Right of Ways (ROW). Part of that update requires any new users of the ROW to obtain a ROW Use Agreement.

Fiscal considerations: None

Recommendation:

Staff is requesting the final reading of the ordinance approving a Right of Way Use Agreement with Wave Internet Technologies.

BILL # 2026-27
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND WAVE INTERNET TECHNOLOGIES, 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 an agreement between the City of Rolla and Wave Internet Technologies, 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 19TH DAY OF OCTOBER 2026.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY COUNSELOR

EXHIBIT A

RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, **Wave Internet Technologies LLC**, (the "Licensee"), and the City of Rolla, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Chapter 36, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly and separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations, and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law including Utility Standards of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City, Rolla Municipal Utilities ("RMU"), or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement, between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference/Notification Requirements. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. Reasonable notification shall include at least two of the following: **door hangers** (REQUIRED), newspaper posting, posting on City website, and advertising on the local radio. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized, and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing in this Agreement is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably

withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment, or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and/or privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments, and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept, and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement;

setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 36-28.i of the City Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least $3,547,658.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by **§** 67.1834 RSMo. A bond, letter of credit, or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction

performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW, or otherwise by Licensee's use of the ROW.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall be liable to pay the City its costs of enforcement, including reasonable attorneys' fees, enforceable by a judicial action, if so necessary.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 36-30 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall underground any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Reasonable time shall be at least 6 months. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by the Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City

or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant all, or any part, of the rights herein granted; provided that Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City), and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring, or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents, or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or

termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification Section or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request, or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

__Wave Internet Technologies ATTN: Zachary Robinson

__1301 Forum Drive _____

__Rolla, MO 65401_____

If Notice to City:

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

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail, or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal, or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to any subsequent breach or default of the same term or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right, or condition of this Agreement constitutes a general waiver or relinquishment of the term, right, or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF ROLLA, MISSOURI

_____

Dated:_____

ATTEST:

_____

City Clerk

Wave Internet Technologies

By:_____ (CORPORATE SEAL)

Name:_____

Title:_____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____, 2026, by _____, on behalf of Wave Internet Technologies. This person is personally known to me or has produced _____ as identification.

_____
(Signature of Notary taking Acknowledgment)

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance, and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.

2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telephone services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by Chapter 16 of the Code of the City of Rolla, Missouri, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.

3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the Rights-of-Way permit application or otherwise to the City) shall not authorize third parties without a valid license, Rights-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.

4. Licensee acknowledges and agrees that it will have approx. 5,000 linear feet of underground, and N/A linear feet of aerial fiber Facilities installed within the City Rights-of-Way for the purposes herein as depicted on Exhibit B attached hereto and incorporated herein.

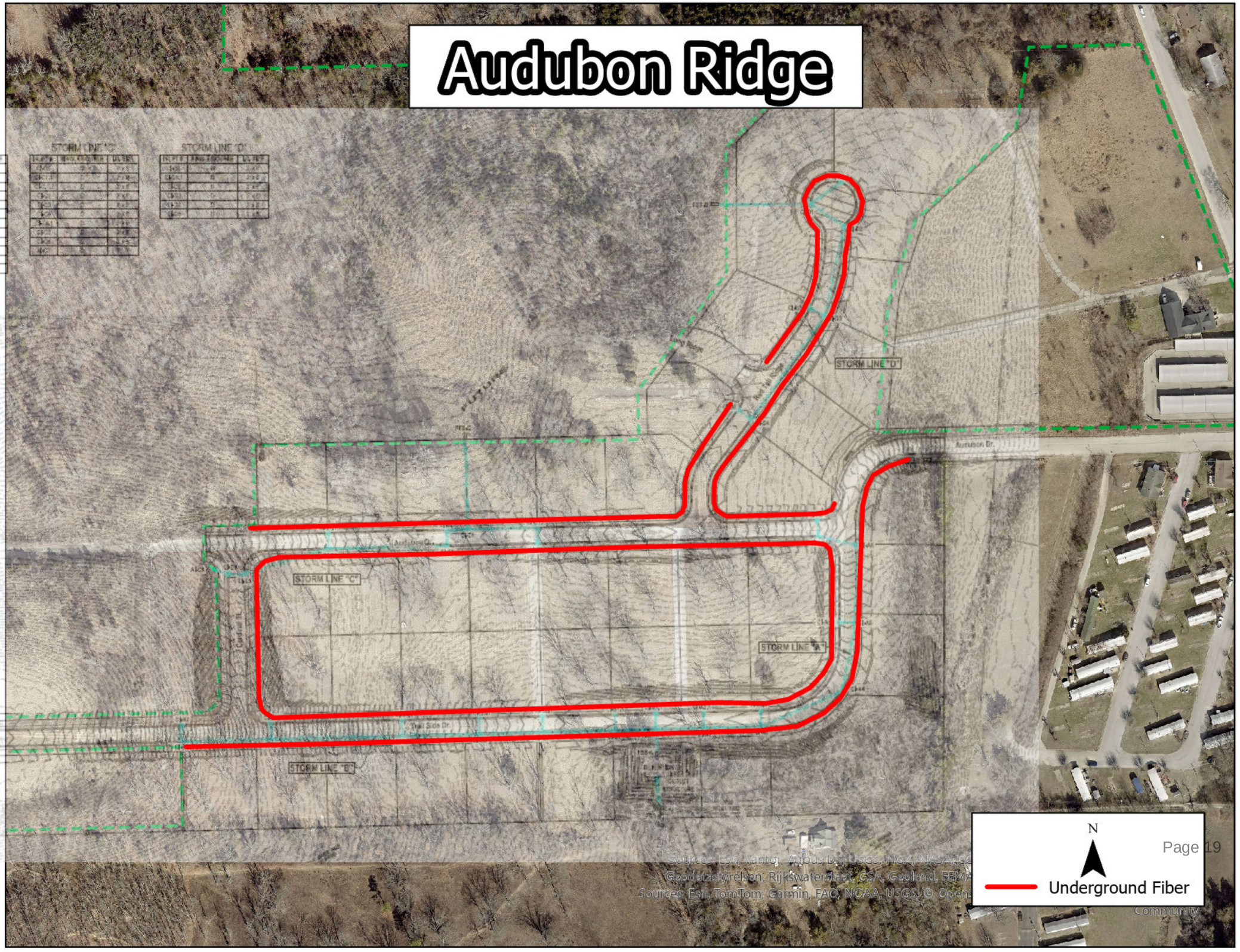
5. For purposes of clarification only, a document providing Communication Service or the means of providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided

it otherwise complies with the requirements of this Agreement and meets the following conditions:

- Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the Facilities in the ROW, whether specific Facilities or not; and

- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

EXHIBIT B


Audubon Ridge
STORM LINE "C"
STORM LINE "D"
STORM LINE "A"
STORM LINE "B"
Audubon Dr
N
Underground Fiber
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greg Doss
GPD Insurance Agency LLC 1 Stephendale Ct P O Box 1576 Rolla MO 65401	PHONE (A/C, No, Ext): (573)364-0400 FAX (A/C, No): (573)364-5228 E-MAIL ADDRESS: greg@gpdrolla.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Wave Internet Technologies, LLC P.O. Box 865 Rolla MO 65402	INSURER A : Auto- Owners Insurance	
	INSURER B : Travelers	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			75126095-26	03/20/2026	03/20/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5184152001	06/30/2026	06/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			51-126095-00	09/18/2026	09/18/2027	EACH OCCURRENCE AGGREGATE	$ 3000000 $ 3000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A445788326	05/04/2026	05/04/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Rolla
901 n Elm Street
Rolla MO 65401

Fax: Email:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA

DEPARTMENT: Community Development/Animal Shelter **ACTION REQUESTED**: Final Reading

SUBJECT: An Ordinance Establishing the Rolla Animal Shelter Advisory Board

PREPARED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Ordinance

(CASE/PROJECT) NA **MEETING DATE:** 10/19/2026

Overview:

This ordinance establishes the Rolla Animal Shelter Advisory Board, a five-member board appointed by the Mayor with the consent of the City Council. The Board will advise and counsel the City on the management, operation, policies, and programs of the Rolla Animal Shelter.

Background:

In 2014, a feasibility study was completed for a new animal shelter, which launched a capital campaign in 2016. The City broke ground on May 3, 2022, and construction has progressed as funds were raised. Community support has been vital to the success of this project, which is expected to be complete by the end of 2026.

In anticipation of the opening, an Animal Shelter Manager was hired to run the operation of the shelter, with an emphasis on keeping the community engaged. The advisory board will help ensure that continued engagement. The ordinance is modeled on the City's existing Airport Advisory Committee provisions and incorporates membership, staggered-term, vacancy, quorum, and attendance provisions used by other City Boards/Commissions.

Members serve two-year terms without compensation and may succeed themselves; the initial appointments are staggered so that not all terms expire at once. The Animal Shelter Manager, or a designee, serves as an ex officio, non-voting member. The Board's duties include advising on animal care and facility maintenance, adoption, rescue, volunteer, and outreach programs, and shelter performance, and assisting administration in monitoring any City contract relating to the operation or support of the Shelter. Funds received by the City relating to the Shelter will be deposited by the Finance Director into a dedicated revenue account established for the Shelter's support and operation.

Fiscal considerations: N/A

Recommendation: Staff recommends approval of the ordinance.

Bill No. 2026-26

Ordinance No. _____

AN ORDINANCE ESTABLISHING THE ROLLA ANIMAL SHELTER ADVISORY BOARD; PROVIDING FOR MEMBERSHIP, TERMS OF OFFICE, VACANCIES, QUORUM AND VOTING, ATTENDANCE AND REMOVAL, DUTIES, AND RELATED MATTERS.

WHEREAS, the City of Rolla initiated a capital campaign in 2016 for the construction of a new animal shelter for the community;

WHEREAS, the Rolla community has contributed more than $1.2 Million for the construction of this new facility;

WHEREAS, the City of Rolla wishes to continue the community support and engagement after the shelter construction is completed and becomes operational; and

WHEREAS, the creation of an Advisory Board creates opportunity for the ongoing community engagement and feedback desired for the operation of this facility.

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

SECTION 1: Establishment; Membership; Appointment of Members.

There is hereby established the Rolla Animal Shelter Advisory Board (the "Board"), consisting of five (5) members. Members of the Board shall be appointed by the Mayor, subject to the consent and ratification of the City Council. Members shall be persons possessing interest, experience, or knowledge in the areas of animal welfare, animal care, shelter operations, or related community services. The Animal Shelter Manager, or their designee, shall serve as an ex officio, non-voting member of the Board and shall assist the Board in all areas within its scope of responsibility.

SECTION 2: Term of Office; Staggered Initial Terms; Officers; Compensation.

Members of the Board shall serve two-year terms, or until their successors are appointed and confirmed, and shall be eligible to succeed themselves. Of the members first appointed upon establishment of the Board, two (2) members shall be appointed for a term of one (1) year and three (3) members shall be appointed for a term of two (2) years, so that the terms of the members are staggered. Thereafter, all appointments shall be for full two-year terms. Members shall receive no compensation for their service. At the initial meeting following appointment, the Board shall elect from its membership a Chair and Vice Chair. A Chair and Vice Chair shall be elected annually thereafter. The Chair shall preside at all meetings of the Board, and the Vice Chair shall act in the Chair's absence or inability to act. The City shall maintain minutes and records of all Board proceedings and shall make available such records to the City Council for its review.

SECTION 3: Vacancies.

When a vacancy occurs on the Board, the Board or the Animal Shelter Manager shall notify the Mayor that a vacancy exists. In the case of a vacancy, the unexpired term shall be filled by appointment by the Mayor with the consent of the City Council.

SECTION 4: Quorum and Voting.

Only the five (5) appointed members of the Board shall cast votes. The ex officio member shall not vote and shall not be counted in determining a quorum. A quorum shall be a majority of the voting membership of the Board. The Board shall act by the affirmative vote of a majority of the voting members present at a meeting at which a quorum is present.

SECTION 5: Attendance; Removal.

Failure to support the Board through active participation at its meetings may be cause for removal. Active participation is defined as attending all scheduled meetings, with an allowance of three (3) meetings missed per year. The Chair shall contact any member who has missed three (3) scheduled meetings. At the next meeting, the Chair shall report to the Board and may recommend to the Mayor and City Council the removal of such member from the Board. A member may be removed by the Mayor with the consent of the City Council.

SECTION 6: Duties and Responsibilities.

The Board shall advise and counsel the City on all matters relating to the management, operation, policies, and programs of the Rolla Animal Shelter. These duties shall include, but not be limited to:

(a) Advising on matters pertaining to animal care, welfare standards, and facility maintenance;

(b) Providing guidance on adoption programs, rescue partnerships, volunteer programs, and community outreach;

(c) Reviewing shelter performance, statistics, and operational needs and recommending improvements; and

(d) Assisting administration in evaluating and monitoring the terms of any contract entered into by the City relating to the operation or support of the Rolla Animal Shelter.

SECTION 7: Revenue and Accounts.

All funds received by the City relating to the operation, services, or contractual arrangements of the Rolla Animal Shelter shall be deposited by the City Finance Director into the Revenue account established by the City for the support and operation of the Shelter.

SECTION 8: Scrivener's Errors.

That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

SECTION 9: Remaining Provisions.

That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 10: Effective Date.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 19TH DAY OF OCTOBER, 2026.

Approved:_____

Mayor, Lister B. Florence, Jr.

Attest:_____

City Clerk

Approved as to form:_____

City Counselor

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development **ACTION REQUESTED:** Final Reading

SUBJECT: Ordinance

PREPARED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Ordinance, redlines

(CASE/PROJECT #) N/A **MEETING DATE:** October 19, 2026

Background:

In recent years, the City has received around a dozen complaints per year regarding dead or dying trees/limbs that pose a risk of falling onto neighboring properties. The current ordinance only addresses trees that are in danger of falling onto public property, such as a public right-of-way. The proposed amendment expands the City's authority to address hazardous trees that present a danger to adjacent private property as well.

The proposed revisions to the weed regulations clarify that property owners are responsible for maintaining the public right-of-way and any adjacent alleys bordering their property. This requirement existed in the ordinance prior to the 2024 update to Chapter 28 and is being put back in for clarity. Additional language has also been included to better explain why unmanaged vegetation constitutes a nuisance and potential safety hazard, as well as to further define what is considered "maintained." This clarification addresses situations where scrub brush, volunteer vegetation, or other overgrowth has been allowed to accumulate in fence lines, tree lines, or similar areas, resulting in conditions that are inconsistent with proper property maintenance.

Recommendation: Staff requests that the City Council pass an Ordinance amending Chapter 28 pertaining to sections 28-3, 28-6, 28-7.

BILL NO. 2026-25
ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28, NUISANCES AND PROPERTY MAINTENANCE', OF THE CODE OF THE CITY OF ROLLA, MISSOURI, BY AMENDING SECTIONS 28-3, 28-6 AND 28-7 RELATING TO NUISANCES AND WEEDS

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

Section 1: Section 28-3 'Nuisances enumerated', subsection (x) is hereby amended to read as follows:

(x) Dead or dying trees, or portions thereof, and/or limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the City, endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street, or would endanger persons or structures on adjacent private property.

Section 2: Section 28-6 'Weeds' is hereby amended to read as follows:

Section 28-6. Weeds, brush or other rank vegetation

The growth of h i g h g r a s s , weeds, brush or rank vegetation shall constitute a public nuisance and be considered a hazard to public health, safety and welfare because it may:

(1) Cause a fire;
(2) Furnish cover for prowlers;
(3) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;
(4) Obstruct visibility at street intersections;
(5) Aggravate allergies; or
(6) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.

The following exceptions apply:

(a) All lots or parcels or portions thereof not within one hundred (100) feet of any residence or street.
(b) All undeveloped lots, parcels or right-of-way owned by the City of Rolla and dedicated for park and open space use, as bird sanctuaries, riparian corridors, detention basins, or as dedicated but undeveloped public right-of-way.
(c) Shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops, domestic grains, native grasses/flowers and cultivated and intentionally maintained plantings within a defined landscaped area
(d) Undeveloped future phases of subdivisions that have been cleared or "brush hogged" shall be maintained in that condition until further development occurs.

Section 3: Section 28-7 ‘Weeds, Etc., Over Ten Inches In Height Declared Nuisance Per Se.’ is hereby amended to read as follows:

> The growth of weeds, brush or other rank vegetation in excess of ten (10) inches in height is declared to be a public nuisance, per se, detrimental to the health, safety and welfare of the public, except as set out in Section 28-6. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated and maintained flowers and gardens within a defined landscaped area.
>
> (a) Maintenance of vegetation in the right-of-way.
>
> A property owner has an ongoing obligation to manage nuisance overgrowth on all the owner's lots or lands, including that area of the right-of-way up to the street curb, or edge of pavement where no curb is present, and any area between the lot line and the centerline of any adjacent alley.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 19th DAY OF OCTOBER 2026.

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

ATTEST: _____
City Clerk

APPROVED
AS TO FORM: _____
City Counselor

Section 28-3. Nuisances Enumerated. [R.O. 1988 § 28-3; Ord. No. 4793, 3-18-2024]

The following things are hereby declared to be nuisances; provided, that such listing shall not be deemed exclusive:

(x) Dead or dying trees, or portions thereof, and/or limbs of trees so located that the falling thereof would endanger the safety of persons using any public or private sidewalks in the City, ~~or~~ endanger the safety of any pedestrian or occupant of any motor vehicle traveling upon any public street, or would endanger persons or structures on adjacent private property.

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Section 28-6. Weeds, brush or other rank vegetation

The growth of high grass, weeds, brush or rank vegetation shall constitute a public nuisance and be considered a hazard to public health, safety and welfare because it may:

(1) Cause a fire;

(2) Furnish cover for prowlers;

(3) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;

(4) Obstruct visibility at street intersections;

(5) Aggravate allergies; or

(6) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.

The following exceptions apply:

(a) All lots or parcels or portions thereof not within one hundred (100) feet of any residence or street.

(b) All undeveloped lots, parcels or right-of-way owned by the City of Rolla and dedicated for park and open space use, as bird sanctuaries, riparian corridors, detention basins, or as dedicated but undeveloped public right-of-way.

(c) (~~Reserved~~) Shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops, domestic grains, native grasses/flowers and cultivated and maintained plantings within a defined landscaped area

(d) Undeveloped future phases of subdivisions that have been cleared or "brush hogged" shall be maintained in that condition until further development occurs.

Section 28-7. Weeds, Etc., Over Ten Inches In Height Declared Nuisance Per Se.

The growth of weeds, brush or other rank vegetation in excess of ten (10) inches in height is declared to be a public nuisance, per se, detrimental to the health, safety and welfare of the public, except as set out in Section 28-6. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated and maintained flowers and gardens within a defined landscaped area.

(a) Maintenance of vegetation in the right-of-way.

A property owner has an ongoing obligation to manage nuisance overgrowth on all the owner's lots or lands, including that area of the right-of-way up to the street curb, or edge of pavement where no curb is present, and any area between the lot line and the centerline of any adjacent alley.

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CITY COUNCIL AGENDA

DEPARTMENT: Parks & Recreation **ACTION REQUESTED**: Final Reading

SUBJECT: Synthetic Turf Field

PREPARED BY: Floyd Jernigan, Director

(CASE/PROJECT #) **MEETING DATE:** Oct. 19, 2026

Overview: Council awarded the bid for a synthetic soccer turf field and the necessary grooming equipment to maintain same in Ber Juan Park to Nationwide Sports Construction for $894,275.

Background information: This is the remaining project for the Land, Water, Conservation Fund grant. The field will be reservable, and we have already received interest for the location serving as a game field for multiple entities.

Fiscal considerations: The adopted FY 26-27 budget appropriated $770,000 for the turf field and $17,000 for the maintenance equipment for a total of $787,000. The balance of the awarded project of $894,275 will come from a combination of the $65,000 budgeted for the Holloway House demolition and Parkland fees. Additionally, $354,888.12 of the expense will be returned to the city for its portion of the reimbursable grant funds.

Recommendation: Staff is requesting final reading of the ordinance.

BILL # 2026-28
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND NATIONWIDE SPORTS CORPORATION.

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 Nationwide Sports Construction, 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 19TH DAY OF OCTOBER 2026.

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

Attest:_____ City Clerk

Approved as to form:_____ City Counselor

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ___ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ 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: **Synthetic Turf System**, 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 **Synthetic Turf System.**

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 _____ 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 **$100.00** 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 _____	BY _____
Mayor, Owner, Party of the First Part	
_____	_____
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

CONTRACT AGREEMENT TO BE PROVIDED UPON BID AWARD

EVERY TRANSIENT EMPLOYER, as defined in Section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted a required by that statute.

PROOF OF LAWFUL PRESENCE - § 208.009

1. This Missouri Statute prohibits any illegal alien from receiving state or local "public benefits," and

2. The Statute requires all applicants at the time of application for such public benefits to provide "**affirmative proof** that the applicant is a citizen or a permanent resident of the United State or is lawfully present in the United States."

Affidavit of Work Authorization and Documentation

Effective January 1, 2009 and pursuant to 285.530 R.S.Mo, for all agreements in excess of $5,000.00, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **"AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. FOR ALL AGREEMENTS IN EXCESS OF $5,000.00"** and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

The City of Rolla encourages companies that are not already enrolled and participating in a federal work authorization program to do so.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

Information regarding E-verify is available at

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. or by calling 888-464-4218.

AFFIDAVIT OF COMPLIANCE
SECTION 285.530.2

State of Missouri)
) ss
County of _____)

Now this ____day of _____, 2019 , the undersigned, being first duly sworn, deposes and says:

1. **I am more than 18 years of age.**
2. **I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of _____**
(Name of Corporation, LLC, sole proprietorship or partnership)
3. **I am authorized to make this affidavit on behalf of _____.**
(name of business entity, same as above)
4. **I state and affirm that _____is enrolled and is currently**
(Name of business entity, same as above)
participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. **Further, _____does not knowingly employ any person who is**
(name of business entity, same as above)
an unauthorized alien.
6. **Further, _____has performed an electronic verification check**
(name of business entity, same as above)
as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.
7. **Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of e-verify.**
I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____
(Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____
Human Relations Director

This form is promulgated pursuant to 15CSR 60-15.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH

_____
(Signature)

On this _____day of _____in the year 2019, before me, _____a Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

SYNTHETIC TURF SYSTEM
PROJECT, PROJECT P24AP01362-00
BER JUAN PARK,
CITY OF ROLLA, MISSOURI

SCOPE OF WORK BID FORM

Furnish all labor, materials, tools, and equipment required to the General Contractor and Artificial Turf Contractor (ATC) to install the artificial turf surfacing system with resilient infill, including prefabricated shock and game lines and event markings, as per the drawings and specifications herein and as per the recommendations for installation of the artificial turf product issued by the Artificial Turf Manufacturer (ATM); including components and accessories required for a complete installation including but not limited to:

(1) Installation of prepared sub-base.

(2) Coordination with related trades to ensure a complete, integrated, and timely installation: Aggregate base course, sub-base material (tested for permeability), grading and compacting, piping and drain components (when required); as provided under its respective trade section.

(3) Furnish field groomer, sweeper, field maintenance equipment and attic stock.

(4) Furnish and install 6'tall chain link perimeter fence with 2 12' wide gates and 2 4' wide gates in accordance with the specifications.

> Contractor will be required to obtain City of Rolla business license

Project to be completed and accepted on or before AUGUST 31, 2027

Description	Quantity	Unit Price	Extended Total
Grading	1 LS	$	$
Rock Base	1 LS	$	$
Drainage System	1 LS	$	$
Turf System	1 LS	$	$
Mobilization	1 LS	$	$
Fencing	1 LS	$	$
		TOTAL	**$**

Report to:
ROLLA CITY COUNCIL

Case No.: FP26-029

MEETING DATE: October 19, 2026

DEPARTMENT: Community Development **ACTION REQUESTED**: First Reading

SUBJECT: Final Plat of The Highlands Subdivision, Phase 2A, a residential subdivision in the R-1, Suburban Residential district with a PUD (Planned Unit Development) zoning overlay to create 35 residential lots

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Area Map, Highlands Phase 2A Final Plat; Ordinance

Application and Notice:

Applicant/Owner - Rolla Land Strategy, LLC
Public Notice - The City of Rolla

Property Details:

Current zoning - R-1, Suburban Residential with a PUD, Planned Unit Development zoning overlay
Current use - Vacant/undeveloped
Land area - Total 8.53 acres

Background: The Highlands is a residential development that will include nearly 600 single-family homes at full build-out. The Preliminary Plat was approved in 2024. The Final Plat for the first phase of the development was approved in 2025. Construction began in 2025. At this time, review and approval of the Final Plat of the second phase(s) of the development is requested. The second phase is divided into two sections to allow for additional flexibility – Phase 2A and 2B, both submitted as separate, but concurrent Final Plats.

Phase 2A includes 35 residential lots and two common lots along the perimeter of the development to be used for utilities and landscaping.

Public Facilities/Improvements:

Streets - The subject property has frontage on Osage Drive, a local street. The proposed phase includes construction of local streets within development.
Sidewalks - Sidewalks are not located adjacent to the property. Sidewalks are proposed within the development.
Utilities - The subject property has access to all needed utilities. Extensions of water and sewer utilities are proposed to serve the development.

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for Suburban Residential uses.

Discussion: The improvement plans for the infrastructure have been reviewed and approved by the Public Works Department and RMU. The plat has been reviewed for compliance with the applicable zoning and subdivision requirements. The plat is in substantial conformance with the approved PUD and Preliminary Plat. A few lots were reoriented, but the overall design was not modified. The plat does appear to be in conformance with all applicable review criteria.

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

Findings:

1. The Final Plat is consistent with the Suburban Residential designation of the Comprehensive Plan.
2. The Final Plat is in substantial conformance with the approved Preliminary Plat and PUD and complies with the applicable zoning and subdivision requirements.
3. The associated improvement plans have been reviewed and approved, and adequate streets, sidewalks, water, sewer, and other utilities will be provided to serve the development.

Recommendation:

The Rolla Planning and Zoning Commission held a meeting on October 13, 2026 and voted 8-0 to recommend the City Council approve the request.

BILL # 2026-30
ORDINANCE # _____

AN ORDINANCE TO APPROVE THE FINAL PLAT OF THE HIGHLANDS SUBDIVISION, PHASE 2A

WHEREAS, an application for a final plat was duly filed with the Community Development Department requesting approval of the plat and vacation; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 13, 2026 and recommended the City Council approve the final plat; and

WHEREAS, the Rolla City Council, during its October 19, 2026 meeting heard the first reading of the attached ordinance;

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council, the City Council found the proposed plat 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 The Highlands Subdivision, Phase 2A, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process, and accepting the easements and rights-of-way dedicated therein.

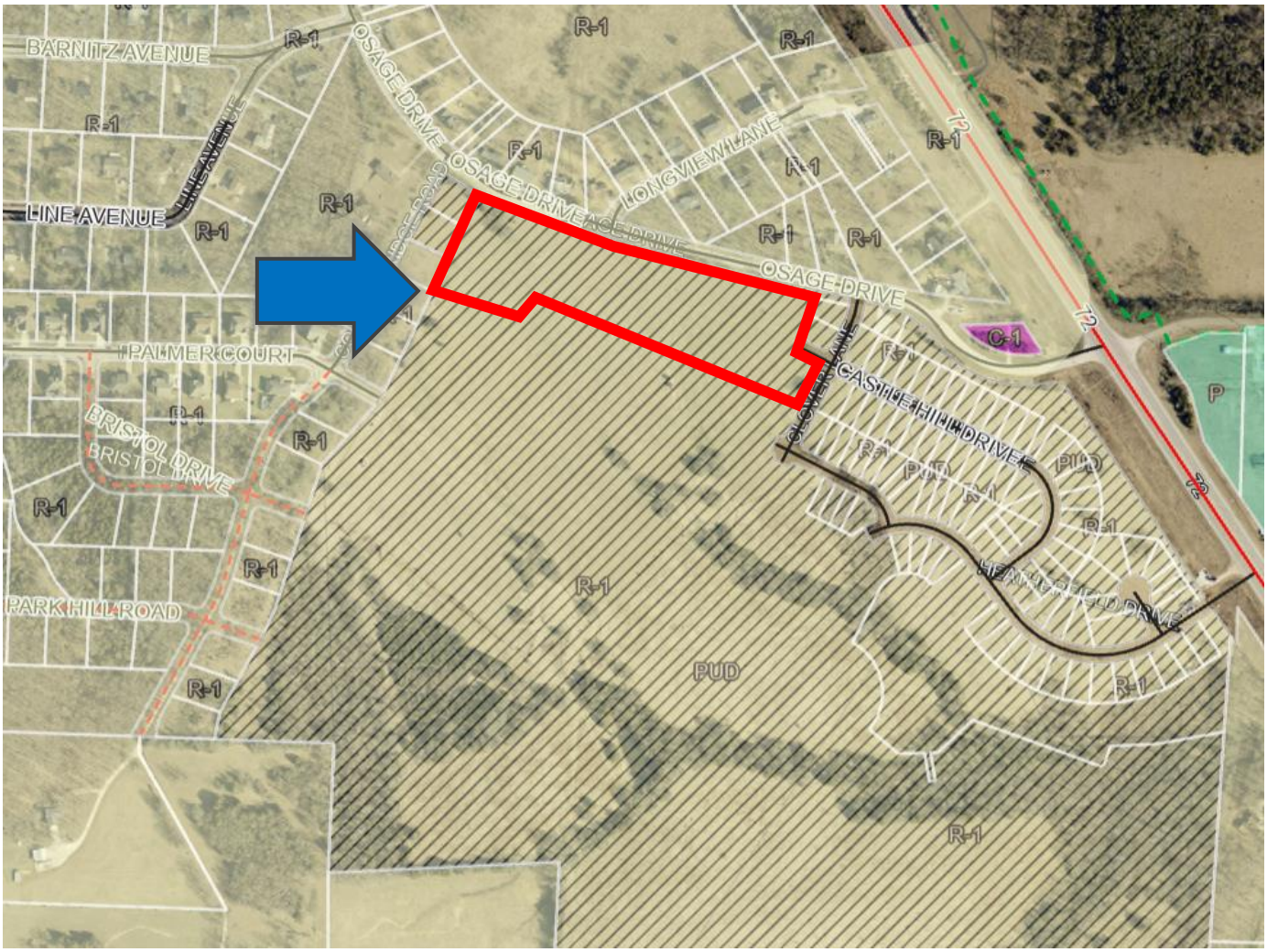
SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 2nd DAY OF NOVEMBER, 2026.

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

Attest:_____
City Clerk

Approved as to form:_____
City Counselor



Project Information:

Case No: FP26-029
Location: East of Osage Drive and Country Ridge Rd
Applicant: Rolla Land Strategy, LLC
Request:

Final Plat of The Highlands Subdivision, Phase 2A

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

THE HIGHLANDS SUBDIVISION – PHASE 2A

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

OVERALL PARENT TRACT PARCEL DESCRIPTION

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT)

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

BEGINNING AT A FOUND IRON ROD WITH CAP (MUELLER LS–2238) AT THE SOUTHEAST CORNER OF LOT 54 OF COUNTRY RIDGE AMENDED SUBDIVISION, AS RECORDED IN SURVEY CABINET D, PAGE 114 OF THE PHELPS COUNTY, MISSOURI RECORDER'S OFFICE, SAID CORNER BEING ON THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER OF THE ABOVEMENTIONED SECTION 19; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF SAID COUNTRY RIDGE AMENDED SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: NORTH 11°29'11" EAST, 82.78 FEET TO A FOUND IRON ROD WITH CAP (MUELLER LS–2238) AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE NORTH 28°57'37" EAST, 243.44 FEET TO A POINT; THENCE NORTH 25°01'4" EAST, 106.23 FEET TO A FOUND IRON ROD; THENCE NORTH 17°33'47" EAST, 454.62 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 60; THENCE NORTH 41°41'24" EAST, 230.54 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 62; THENCE NORTH 32°22'45" EAST, 50.10 FEET TO A FOUND IRON ROD AT THE SOUTHEAST CORNER OF LOT 63; THENCE NORTH 25°40'37" EAST, 441.53 FEET TO A FOUND IRON ROO AT THE NORTHEAST CORNER OF LOT 66; THENCE ALONG THE NORTH LINE OF SAID LOT 66, NORTH 64°1923" WEST, 134.78 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 66, SAID CORNER ALSO BEING ON THE EAST RIGHT–OF–WAY LINE OF COUNTRY RIDGE (50' WIDE) ROAD, AS SHOWN ON THE ABOVEMENTIONED PLAT OF COUNTRY RIDGE AMENDED SUBDIVISION, WHERE A FOUND IRON ROD BEARS SOUTH 70°4307" EAST, 0.19 FEET; THENCE LEAVING SAID CORNER ALONG SAID EAST RIGHT–OF–WAY LINE, NORTH 28°38'37" EAST, 223.12 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF OSAGE (VARIABLE WIDTH) DRIVE, WHERE A FOUND IRON ROD BEARS, SOUTH 88°2734" WEST, 0.34 FEET; THENCE LEAVING SAID EAST RIGHT–OF–WAY LINE ALONG SAID SOUTH RIGHT–OF–WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 57°05'50" EAST, 165.96 FEET TO A POINT, THENCE SOUTH 74°3801" EAST, 700.00 FEET TO A POINT; THENCE SOUTH 78°1921" EAST, 512.27 FEET TO A POINT; THENCE SOUTH 10°S0'S8" WEST, 15.03 FEET TO A POINT; THENCE SOUTH 79°0002" EAST, 21.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAIO CURVE HAS A RADIUS OF 241.48 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 58°1740" EAST, 170.78 FEET AND AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE NORTHERLY ANO HAS A RADIUS OF 331.48 FEET; THENCE EASTERLY ALONG SAID CURVE HAVNG A CHORD WHICH BEARS SOUTH 70°51'04" EAST, 363.62 FEET AND AN ARC DISTANCE OF 384.88 FEET TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF STATE ROUTE 72 (AKA HIGHWAY 72) AT CENTERLINE STATION 106+94.30 202.18 FEET RIGHT; THENCE LEAVING SAID SOUTH RIGHT–OF–WAY LINE OF OSAGE DRIVE ALONG THE WEST RIGHT–OF–WAY LINE OF SAID STATE ROUTE 72, SOUTH 86°11'46" EAST, 30.23 FEET TO A POINT AT CENTERLINE STATION 167+18.41 RIGHT, 171.23 FEET, SAID POINT BEING ON THE OLD WEST RIGHT–OF–WAY LINE OF STATE ROUTE 72; THENCE ALONG SAID OLD WEST RIGHT–OF–WAY LINE, SOUTH 34°08'49" EAST, 910.90 FEET TO A POINT AT CENTERLINE STATION 176+28.71 RIGHT, 171.23 FEET: THENCE LEAVING SAID OLD WEST RIGHT–OF–WAY LINE OF STATE ROUTE 72, SOUTH 03°23'19" WEST, 1,602.28 FEET TO A FOUND IRON ROD, AND WHERE AN IRON ROD WITH CAP (PLS 2008000715) AT THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST, 5TH PRINCIPAL MERIDIAN WAS FOUNO, WHICH BEARS SOUTH 00°51'48" WEST 12.73 FEET AND SOUTH B0°08'1Z" EAST 1418.60 FEET; THENCE LEAVING SAIO POINT, NORTH 88°18'09" WEST, 1,061.05 FEET TO A FOUND IRON ROD; THENCE NORTH 02°2000" EAST, 930.62 FEET TO A FOUND IRON ROD; THENCE SOUTH 88°51'32" WEST, 606.74 FEET TO A FOUND IRON ROD; THENCE NORTH 02°06'30" EAST, 387.89 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT 2, NORTHWEST QUARTER, SECTION 19, SAID CORNER BEING THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY JORDAN + JORDAN DESIGNS, LLC, AS RECORDED IN DOCUMENT NO. 2022–2079 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID CORNER ALONG THE NORTH LINE OF SAID JORDAN + JORDAN DESIGN LLC, NORTH 88°2521" WEST, 350.90 FEET TO THE POINT OF BEGINNING AND CONTAINS 6,327,788 SQUARE FEET OR 145.2860 ACRES, MORE OR LESS, ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF APRIL 2024.

PHASE 2A DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND A PORTION OF THE NORTH HALF OF LOT 1, OF THE NORTHWEST QUARTER, A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ROLLA, PHELPS COUNTY, MISSOURI, BEING THAT PARCEL CONVEYED TO ROLLA LAND STRATEGY, LLC DEED RECORDED AS DOCUMENT NO. 2025–0905, OF THE PHELPS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD AT THE SOUTHEAST CORNER OF LOT 54 OF COUNTRY RIDGE AMENDED SUBDIVISION, AS RECORDED IN SURVEY CABINET D, PAGE 114 OF SAID RECORDER'S OFFICE, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 19, THENCE LEAVING SAID POINT, ALONG THE EAST LINE OF SAID COUNTRY RIDGE AMENDED SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: N11°29'11"E 82.78 FEET TO AN IRON ROD WITH CAP (MUELLER LS–2238) AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE N28°57'37"E 243.44 FEET TO A POINT; THENCE N25°01'49"E 106.23 FEET TO AN IRON ROD; THENCE N17°33'47"E 454.62 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 60; THENCE N41°41'24"E 239.54 FEET TO AN IRON ROD AT THE NORTHEAST CORNER OF LOT 62; THENCE N32°22'45"E 50.10 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF LOT 63; THENCE N25°40'37"E 304.43 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG THE EAST LINE OF SAID COUNTRY RIDGE AMENDED SUBDIVISION AND THE EAST LINE OF THE PLAT OF THE HIGHLANDS PLAT A AS RECORDED AS DOCUMENT NO. 2025–2655 OF SAID RECORDER'S OFFICE, N25°40'37"E 344.29 FEET TO THE NORTHEAST CORNER OF LOT 1D OF SAID PLAT OF THE HIGHLANDS PLAT A, SAID POINT BEING ON THE SOUTHERN RIGHT OF WAY LINE OF OSAGE DRIVE; THENCE S57°05'50"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 41.74 FEET TO A POINT; THENCE CONTINUING, S74°36'01"E 700.00 FEET TO A POINT; THENCE CONTINUING, S78°19'21"E 414.19 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF CLOVER LANE PER THE PLAT OF THE HIGHLANDS PHASE ONE AS RECORDED AS DOCUMENT NO. 2025–2568 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID SOUTHERN RIGHT OF WAY, S11°40'39"W ALONG SAID WESTERN RIGHT OF WAY LINE, 25.00 FEET TO THE NORTHEAST CORNER OF LOT 460C OF SAID PLAT; THENCE LEAVING SAID RIGHT OF WAY LINE, N78°19'21"W ALONG THE NORTH LINE OF SAID LOT 460C, 105.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S17°41'51"W ALONG THE WEST LINE OF LOTS 460C AND 461C OF SAID PLAT, 127.76 FEET TO A POINT OF CURVATURE AT THE SOUTHWEST CORNER OF SAID LOT 461C; THENCE ALONG THE SOUTH LINE OF SAID LOT 461C, 2.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, AND A CHORD THAT BEARS S63°38'23"E 2.23 FEET TO THE WESTERN RIGHT OF WAY LINE OF CASTLE HILL DRIVE PER SAID PLAT; THENCE S26°35'33"W ALONG SAID WESTERN RIGHT OF WAY LINE, 50.00 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF SAID CASTLE HILL DRIVE; THENCE S63°24'27"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 70.25 FEET TO A POINT OF CURVATURE; THENCE CONTINUING, 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AND A CHORD THAT BEARS S18°24'27"E 28.28 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF CLOVER LANE; THENCE S26°35'33"W ALONG SAID WESTERN RIGHT OF WAY LINE, 100.00 FEET; THENCE CROSSING SAID ROLLA LAND STRATEGY, LLC PARCEL THE FOLLOWING 9 COURSES AND DISTANCES, N63°35'51"W 103.02 FEET TO A POINT; THENCE N77°27'54"W 566.90 FEET TO A POINT; THENCE N81°53'51"W 50.02 FEET TO A POINT; THENCE N75°09'38"W 120.62 FEET TO A POINT; THENCE S47°38'27"W 25.79 FEET TO A POINT; THENCE S26°42'08"W 56.38 FEET TO A POINT; THENCE N63°17'52"W 170.00 FEET TO A POINT; THENCE N26°42'08"E 23.58 FEET TO A POINT; THENCE N63°17'52"W 142.31 FEET TO THE POINT OF BEGINNING CONTAINING 8.53 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD.

ACCORDING TO A PLAT PERFORMED BY COCHRAN (CB ENGINEERING INC LS 380) DANIEL K. GILDEHAUS, PLS 2006016625 DURING THE MONTH OF JULY 2026.

SURVEYOR'S CERTIFICATE:

AT THE REQUEST OF ROLLA LAND STRATEGY, LLC, ELITE 3, LLC, AND MCBRIDE COMMUNITIES, LLC, WE HAVE DURING THE MONTH OF MAY 2026, EXECUTED A PROPERTY BOUNDARY SURVEY AND SUBDIVISION FROM ACTUAL FIELD DATA AND RECORD INFORMATION ONA TRACT OF LAND BEING PART OF THE SOUTH HALF OF LOT 1, OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER BEING ALL IN SECTION 18 AND BEING PART OF THE NORTH HALF OF LOT 1, OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER BEING ALL IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ROLLA, PHELPS COUNTY, MISSOURI, AND HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE RESULTS ARE SHOWN HEREON.

CB ENGINEERING INC.
DBA COCHRAN
LS–380

_____
BY: DANIEL K. GILDEHAUS, P.L.S. #2006016625
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR
FOR COCHRAN

LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

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

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

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

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 2026.

LENDER: _____

BY: _____

_____
PRINTED NAME AND TITLE

STATE OF MISSOURI
COUNTY OF _____

ON THIS _____ DAY OF _____, 2026, BEFORE ME APPEARED _____, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE _____, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITH SET ME HAND AND ADDIXED MY NOTORIAL SEAL IN THE COUNTY AND STATE ADORESAID, THE SAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF APPROVAL BY CITY COUNCIL:

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

_____ _____
LOUIS J. MAGDITS IV — DATE
MAYOR, CITY OF ROLLA

ATTEST:

_____ _____
LORRI POWELL — DATE
CITY CLERK

PLANNING AND ZONING APPROVAL:

APPROVED THIS ____ DAY OF _____ , 2026

_____ _____
RUSSEL SCHMIDT, CHAIRPERSON — DATE
PLANNING AND ZONING COMMISSION

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 — DATE
DIRECTOR OF PUBLIC WORKS

_____ _____
FLOYD WOLF — DATE
GENERAL MANAGER OF ROLLA MUNICIPAL UTILITIES

_____ _____
FLOYD JERNIGAN — DATE
PARKS DIRECTOR

COUNTY & CITY TAX RELEASE:

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PHELPS AND THE CITY OF ROLLA AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAS BEEN PAIN IN FULL FOR 2026 AND ALL PRIOR YEARS.

_____ _____
FAITH ANN BARNES — DATE
COLLECTOR OF REVENUE
PHELPS COUNTY, MISSOURI

RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS ____ DAY OF _____ , 2026. PLAT FILED AT CABINET _____ , NUMBER _____ .

_____ _____
ROBIN KORDES — DATE
RECORDER OF DEEDS
PHELPS COUNTY, MISSOURI

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "THE HIGHLANDS SUBDIVISION – PHASE 2A", TOGETHER WITH ALL RIGHT–OF–WAYS FOR CASTLE HILL DRIVE (50' WIDE), LONG VIEW LANE (50' WIDE), AND ALL ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED (////) ON THIS PLAT, IS HEREBY DEDICATED FOR PUBLIC USE FOREVER, AND ARE TO BE MAINTAINED BY THE CITY OF ROLLA, AND DEDICATED THE SAME FOR ALL PUBLIC UTILITIES.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE DEDICATED TO ALL CORPORATIONS AND GOVERNMENTAL ENTITIES PROVIDING UTILITY SERVICE TO THIS DEVELOPMENT. SUCH UTILITIES INCLUDE, BUT ARE NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, CABLE TV, WATER, AND SEWER, AS APPLICABLE. EACH SUCH UTILITY MAY MAKE USE OF THESE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING UTILITY, WATER AND SEWER FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF UTILITY, WATER AND SEWER FACILITIES. CONSTRUCTION BY EACH UTILITY WITHIN THE EASEMENT SHOULD CONFORM TO ALL APPLICABLE STATE AND FEDERAL REGULATIONS AS TO SEPARATION OF SUCH UTILITY'S SYSTEM FROM OTHER UTILITIES USING SUCH EASEMENTS. CANTILEVERED FIREPLACES AND EGRESS WINDOW WELLS SHALL BE ALLOWED TO ENCROACH INTO SIDE YARD EASEMENTS AS LONG AS NO WATER MAINS, SANITARY SEWERS, STORM SEWERS OR DRAINAGE STRUCTURES ARE PRESENT IN SAID SIDE YARD EASEMENTS.

SIGHT DISTANCE TRIANGLE EASEMENTS IS HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY ON A CORNER LOT, NOTHING SHALL BE ERECTED, PLACED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF THREE (3) FEET AND FIFTEEN (15) FEET ABOVE THE GRADES WITHIN THE SIGHT TRIANGLE AREA AS SHOWN ON THE PLAT. ADDITIONALLY, NOTHING SHALL BE ERECTED, PLACED, PLANTED, OR ALLOWED TO GROW IN A MANNER THAT MATERIALLY IMPEDES THE LINE OF SIGHT NECESSARY FOR SAFE TRAVEL ALONG PUBLIC ROADWAYS.

ALL COMMON AREAS SHALL BE MAINTAINED BY THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION. THE COMMON GROUND AREAS AS SHOWN ON THIS PLAT HAVE BEEN CONVEYED FOREVER TO THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____, 2026, DOCUMENT NO. _____ IN THE PHELPS COUNTY RECORDER OF DEEDS OFFICE.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED

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

THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. SAID DECLARATION IS FILED ON THE 27TH DAY OF JUNE, 2025, DOCUMENT NO. 2025–2655 IN THE PHELPS COUNTY RECORDER OF DEEDS OFFICE OR AS AMENDED THEREAFTER.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ , 2026.

BY: ROLLA LAND STRATEGY, LLC

BY: _____
JEREMY ROTH – AUTHORIZED AGENT

ACKNOWLEDGMENT

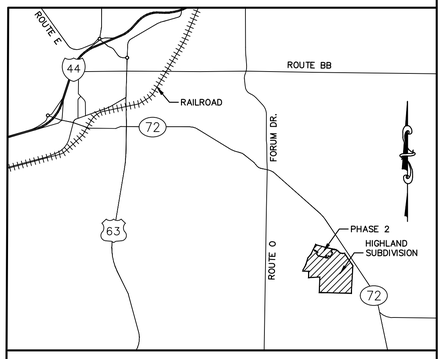
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____ 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEREMY ROTH, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DULY AUTHORIZED AGENT OF ROLLA LAND STRATEGY, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID JEREMY ROTH ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES: _____



LOCATION MAP
NO SCALE

PRELIMINARY

DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625

THE HIGHLANDS SUBDIVISION – PHASE 2A
CITY OF ROLLA
PHELPS COUNTY, MISSOURI

COCHRAN
530A E. Independence Dr.
Union, Missouri 63084
636–584–0540 (tel.)
636–584–0512 (fax)
mail@cochraneng.com

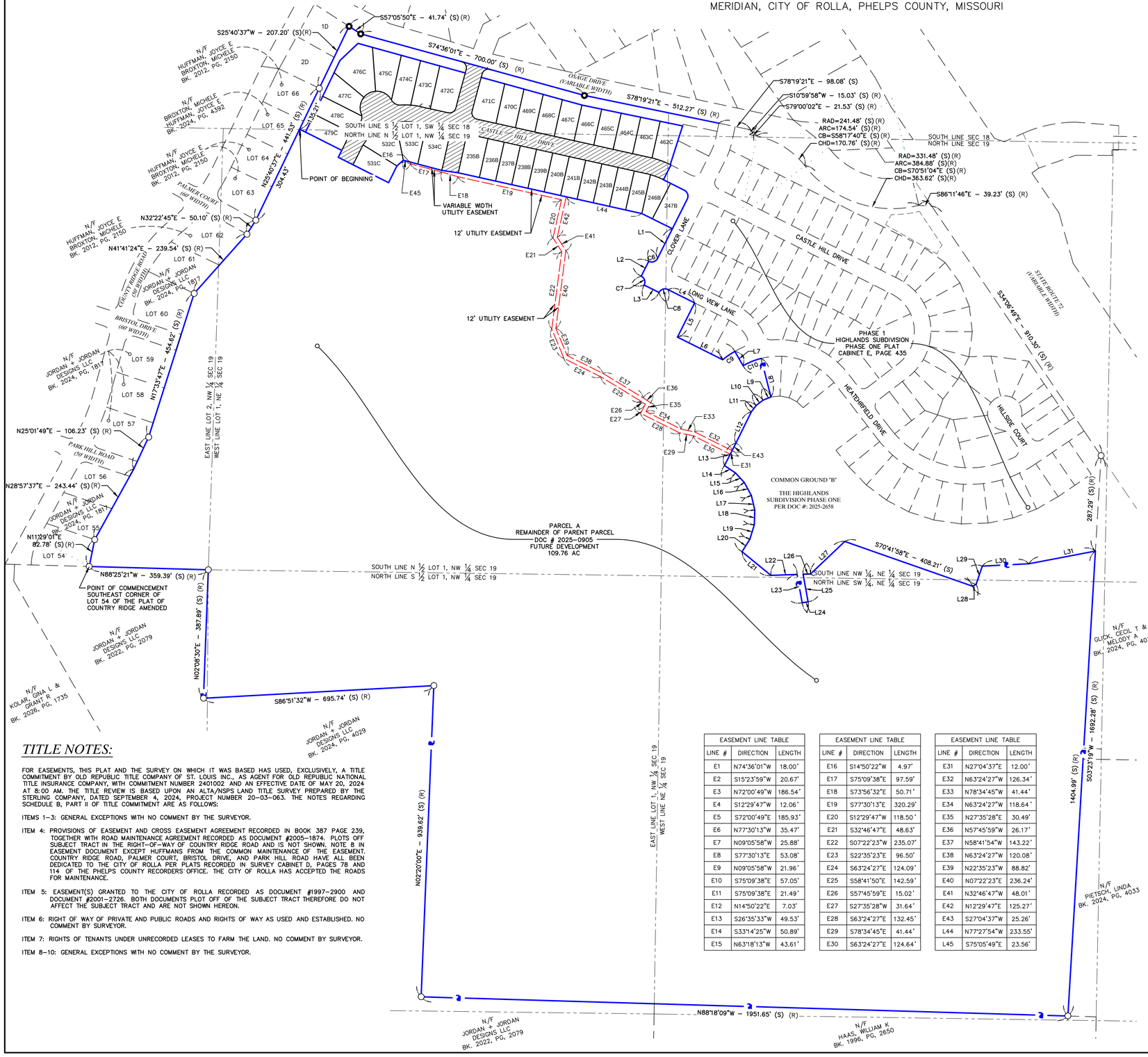
- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

DWN. BY	DATE	PROJ. NO.
LJR	OCT 6, 2026	26–10624
AREA	SCALE	DWG. NO.
S18&19,T37N,R7W	N/A	1 OF 3

Missouri State Land Surveying Certificate of Authority #000380

THE HIGHLANDS SUBDIVISION – PHASE 2A

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

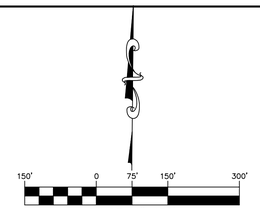


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N26°35'33"E	100.00'
L2	N26°35'33"E	50.00'
L3	S63°24'27"E	50.00'
L4	S63°24'27"E	90.00'
L5	S26°35'33"W	115.40'
L6	S63°24'27"E	152.64'
L7	S29°57'51"E	50.00'
L8	S14°17'08"E	120.00'
L9	S67°52'30"W	25.91'
L10	S52°11'48"W	25.91'
L11	S37°09'44"W	24.38'
L12	S26°12'52"W	105.34'
L13	S27°04'37"W	75.63'
L14	S56°02'03"E	40.15'
L15	S42°46'47"E	38.97'
L16	S28°30'10"E	44.93'
L17	S13°19'01"E	44.93'
L18	S01°52'08"W	44.93'
L19	S17°16'59"W	45.60'
L20	S32°14'26"W	44.23'
L21	S50°49'22"E	112.76'
L22	N88°01'00"E	78.78'
L23	S10°11'24"E	87.04'
L24	N79°48'36"E	18.00'
L25	N10°11'24"W	84.45'
L26	N88°01'00"E	22.45'
L27	N46°28'37"E	142.38'
L28	N63°54'50"E	12.00'
L29	N18°49'17"E	58.21'
L30	N86°57'35"E	140.92'
L31	N79°14'23"E	204.05'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E1	N74°36'01"W	18.00'
E2	S15°23'59"W	20.67'
E3	N72°00'49"W	186.54'
E4	S12°29'47"W	12.06'
E5	S72°00'49"E	185.93'
E6	N77°30'13"W	35.47'
E7	N09°05'58"W	25.88'
E8	S77°30'13"E	53.08'
E9	N09°05'58"W	21.96'
E10	S75°09'38"E	57.05'
E11	S75°09'38"E	21.49'
E12	N14°50'22"E	7.03'
E13	S26°35'33"W	49.53'
E14	S33°14'25"W	50.89'
E15	N63°18'13"W	43.61'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E16	S14°50'22"W	4.97'
E17	S75°09'38"E	97.59'
E18	S73°56'32"E	50.71'
E19	S77°30'13"E	320.29'
E20	S12°29'47"W	118.50'
E21	S32°46'47"E	48.63'
E22	S07°22'23"W	235.07'
E23	S22°35'23"E	96.50'
E24	S63°24'27"E	124.09'
E25	S58°41'50"E	142.59'
E26	S57°45'59"E	15.02'
E27	S27°35'28"W	31.64'
E28	S63°24'27"E	132.45'
E29	S78°34'45"E	41.44'
E30	S63°24'27"E	124.64'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E31	N27°04'37"E	12.00'
E32	N63°24'27"W	126.34'
E33	N78°34'45"W	41.44'
E34	N63°24'27"W	118.64'
E35	N27°35'28"E	30.49'
E36	N57°45'59"W	26.17'
E37	N58°41'54"W	143.22'
E38	N63°24'27"W	120.08'
E39	N22°35'23"W	88.82'
E40	N07°22'23"E	236.24'
E41	N32°46'47"W	48.01'
E42	N12°29'47"E	125.27'
E43	S27°04'37"W	25.26'
L44	N77°27'54"W	233.55'
L45	S75°05'49"E	23.56'



OCTOBER, 2026

LEGEND

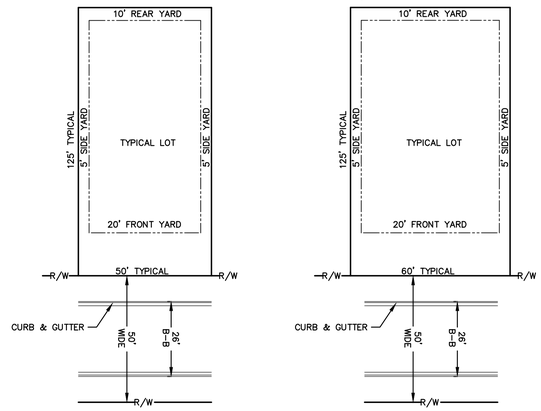
- SET 5/8" X 24" IRON ROD WITH ALUMINUM CAP COCHRAN LS 380
- SET 5/8" X 18" IRON ROD WITH PLASTIC CAP COCHRAN LS 380
- FOUND IRON ROD WITH CAP
- ARCHER LS 2004017577-D OR AS NOTED
- RECORDED SURVEY INFORMATION (R)
- SURVEY INFORMATION GATHERED BY COCHRAN (S)
- STREET RIGHT OF WAY DEDICATION

SURVEYORS NOTES:

1. OWNER/DEVELOPER: ROLLA LAND STRATEGY, LLC, A MISSOURI LIMITED LIABILITY COMPANY. ADDRESS: 17415 NORTH OUTER 40 ROAD, CHESTERFIELD, MO 63005
2. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS (PURSUANT TO SECTION 327.41 RSMO) AND RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, OR REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.
3. THIS PLAT CONTAINS 8.53 ACRES MORE OR LESS, AND 35 RESIDENTIAL LOTS.
4. THE SUBJECT PARCEL IS CURRENTLY ZONED "R-1 PUD" BY THE CITY OF ROLLA, MO.
5. BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE.
6. (S)– DENOTES SURVEY INFORMATION GATHERED BY COCHRAN.
   (R)– DENOTES RECORDED SURVEY INFORMATION.
7. SOURCE OF DEED: INSTRUMENT NO. 2025–0905 OF THE PHELPS COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE.
8. THIS PROPERTY LIES WITHIN "ZONE X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP FOR PHELPS COUNTY, MISSOURI AND INCORPORATED AREAS, PANEL 261 OF 575, COMMUNITY PANEL NUMBER 29161C0261D, EFFECTIVE DATE FEBRUARY 20, 2008.
9. A REBAR AND CAP (COCHRAN LS 380) WILL BE SET AT REAR LOT CORNERS WITHIN 1 YEAR OF FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE.
10. CURBS SHALL BE PERMANENTLY MARKED AT THE BEGINNING AND END OF ALL CURVES AND AT THE PROLONGATION OF ALL LOT SIDELINES WITHIN 1 YEAR OF FROM DATE OF RECORDING OF THIS PLAT.
11. CROSSES SHALL BE SET AT THE INTERSECTION OF ALL STREETS, THE BEGINNING AND END OF ALL CURVES, ALONG STREET CENTERLINES, AND CENTER OF CUL–DE–SACS WITHIN 1 YEAR OF FROM DATE OF RECORDING OF THIS PLAT.
12. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

TYPICAL 'B' LOT
(LOTS 235–247)

TYPICAL 'C' LOT
(LOTS 462–479 AND 531–534)



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

TYPICAL LOT DETAILS
NOT TO SCALE

TITLE NOTES:

FOR EASEMENTS, THIS PLAT AND THE SURVEY ON WHICH IT WAS BASED HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY OLD REPUBLIC TITLE COMPANY OF ST. LOUIS INC., AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH COMMITMENT NUMBER 2401002 AND AN EFFECTIVE DATE OF MAY 20, 2024 AT 8:00 AM. THE TITLE REVIEW IS BASED UPON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY THE STERLING COMPANY, DATED SEPTEMBER 4, 2024, PROJECT NUMBER 20–03–063. THE NOTES REGARDING SCHEDULE B, PART II OF TITLE COMMITMENT ARE AS FOLLOWS:

ITEMS 1–3: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.

ITEM 4: PROVISIONS OF EASEMENT AND CROSS EASEMENT AGREEMENT RECORDED IN BOOK 387 PAGE 239, TOGETHER WITH ROAD MAINTENANCE AGREEMENT RECORDED AS DOCUMENT #2005–1874. PLOTS OFF SUBJECT TRACT IN THE RIGHT–OF–WAY OF COUNTRY RIDGE ROAD AND IS NOT SHOWN. NOTE 8 IN EASEMENT DOCUMENT EXCEPT HUFFMANS FROM THE COMMON MAINTENANCE OF THE EASEMENT. COUNTRY RIDGE ROAD, PALMER COURT, BRISTOL DRIVE, AND PARK HILL ROAD HAVE ALL BEEN DEDICATED TO THE CITY OF ROLLA PER PLATS RECORDED IN SURVEY CABINET D, PAGES 78 AND 114 OF THE PHELPS COUNTY RECORDERS OFFICE. THE CITY OF ROLLA HAS ACCEPTED THE ROADS FOR MAINTENANCE.

ITEM 5: EASEMENT(S) GRANTED TO THE CITY OF ROLLA RECORDED AS DOCUMENT #1997–2900 AND DOCUMENT #2001–2726. BOTH DOCUMENTS PLOT OFF OF THE SUBJECT TRACT THEREFORE DO NOT AFFECT THE SUBJECT TRACT AND ARE NOT SHOWN HEREON.

ITEM 6: RIGHT OF WAY OF PRIVATE AND PUBLIC ROADS AND RIGHTS OF WAY AS USED AND ESTABLISHED. NO COMMENT BY SURVEYOR.

ITEM 7: RIGHTS OF TENANTS UNDER UNRECORDED LEASES TO FARM THE LAND. NO COMMENT BY SURVEYOR.

ITEM 8–10: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.

STATE OF MISSOURI
DANIEL K. GILDEHAUS
NUMBER
LS-2006016625
SURVEYOR
PRELIMINARY

DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625

THE HIGHLAND SUBDIVISION – PHASE 2A
CITY OF ROLLA
PHELPS COUNTY, MISSOURI

COCHRAN
- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

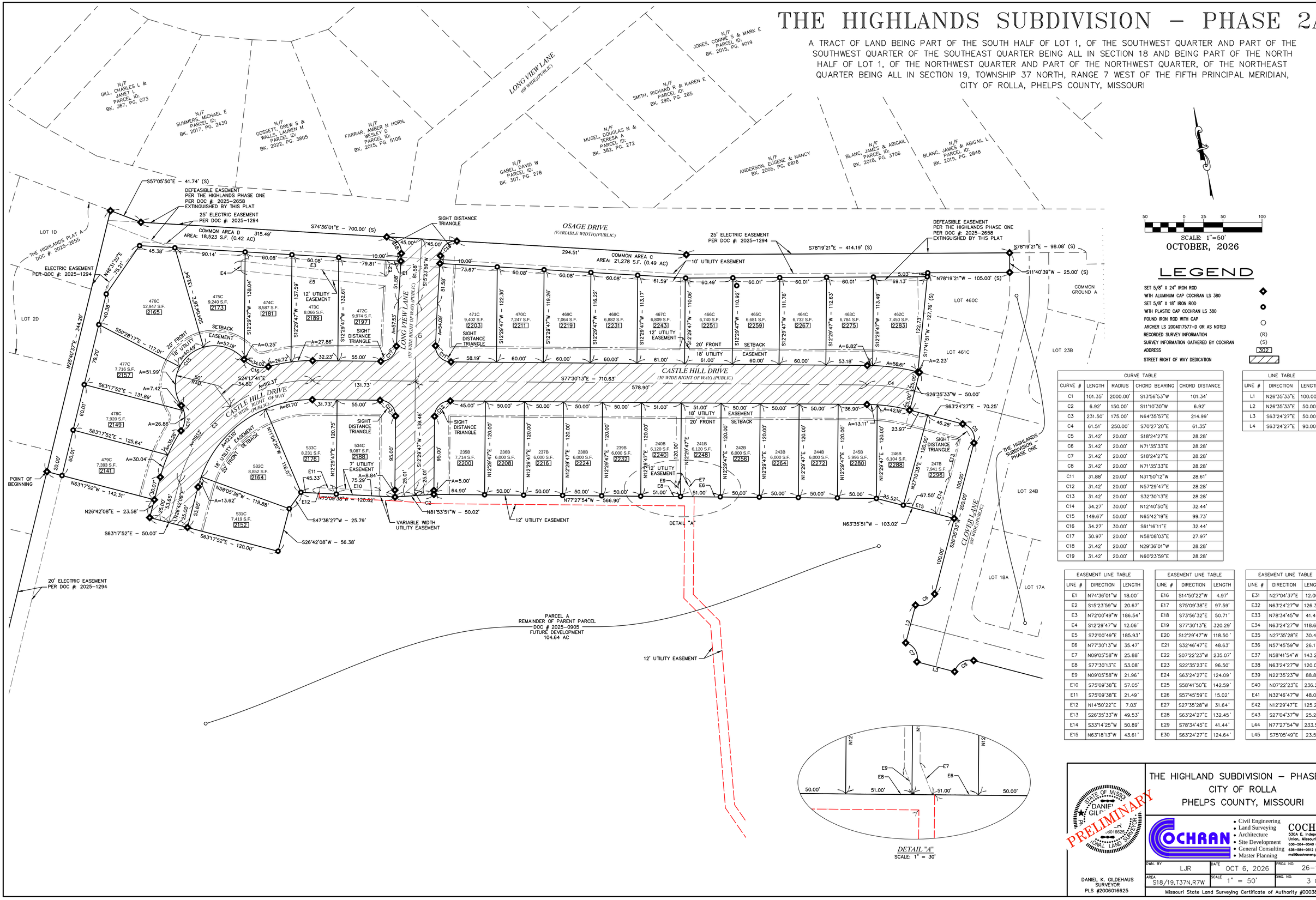
COCHRAN
530A E. Independence Dr.
Union, Missouri 63084
636–584–0540 (tel.)
636–584–0512 (fax)
mail@cochraneng.com

DWN. BY	DATE	PROJ. NO.
LJR	OCT 6, 2026	26–10624
AREA	SCALE	DWG. NO.
S18/19,T37N,R7W	1" = 150'	2 OF 3

Missouri State Land Surveying Certificate of Authority #000380

THE HIGHLANDS SUBDIVISION – PHASE 2A

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



DETAIL "A"
SCALE: 1" = 30'

50 0 25 50 100
SCALE: 1"=50'
OCTOBER, 2026

LEGEND

SET 5/8" X 24" IRON ROD WITH ALUMINUM CAP COCHRAN LS 380	◆
SET 5/8" X 18" IRON ROD WITH PLASTIC CAP COCHRAN LS 380	⊙
FOUND IRON ROD WITH CAP	○
ARCHER LS 2004017577-D OR AS NOTED	
RECORDED SURVEY INFORMATION	(R)
SURVEY INFORMATION GATHERED BY COCHRAN	(S)
ADDRESS	302
STREET RIGHT OF WAY DEDICATION	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	101.35'	2000.00'	S13°56'53"W	101.34'
C2	6.92'	150.00'	S11°10'30"W	6.92'
C3	231.50'	175.00'	N64°35'57"E	214.99'
C4	61.51'	250.00'	S70°27'20"E	61.35'
C5	31.42'	20.00'	S18°24'27"E	28.28'
C6	31.42'	20.00'	N71°35'33"E	28.28'
C7	31.42'	20.00'	S18°24'27"E	28.28'
C8	31.42'	20.00'	N71°35'33"E	28.28'
C11	31.88'	20.00'	N31°50'12"W	28.61'
C12	31.42'	20.00'	N57°29'47"E	28.28'
C13	31.42'	20.00'	S32°30'13"E	28.28'
C14	34.27'	30.00'	N12°40'50"E	32.44'
C15	149.67'	50.00'	N65°42'19"E	99.73'
C16	34.27'	30.00'	S61°16'11"E	32.44'
C17	30.97'	20.00'	N58°08'03"E	27.97'
C18	31.42'	20.00'	N29°36'01"W	28.28'
C19	31.42'	20.00'	N60°23'59"E	28.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N26°35'33"E	100.00'
L2	N26°35'33"E	50.00'
L3	S63°24'27"E	50.00'
L4	S63°24'27"E	90.00'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E1	N74°36'01"W	18.00'
E2	S15°23'59"W	20.67'
E3	N72°00'49"W	186.54'
E4	S12°29'47"W	12.06'
E5	S72°00'49"E	185.93'
E6	N77°30'13"W	35.47'
E7	N09°05'58"W	25.88'
E8	S77°30'13"E	53.08'
E9	N09°05'58"W	21.96'
E10	S75°09'38"E	57.05'
E11	S75°09'38"E	21.49'
E12	N14°50'22"E	7.03'
E13	S26°35'33"W	49.53'
E14	S33°14'25"W	50.89'
E15	N63°18'13"W	43.61'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E16	S14°50'22"W	4.97'
E17	S75°09'38"E	97.59'
E18	S73°56'32"E	50.71'
E19	S77°30'13"E	320.29'
E20	S12°29'47"W	118.50'
E21	S32°46'47"E	48.63'
E22	S07°22'23"W	235.07'
E23	S22°35'23"E	96.50'
E24	S63°24'27"E	124.09'
E25	S58°41'50"E	142.59'
E26	S57°45'59"E	15.02'
E27	S27°35'28"W	31.64'
E28	S63°24'27"E	132.45'
E29	S78°34'45"E	41.44'
E30	S63°24'27"E	124.64'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E31	N27°04'37"E	12.00'
E32	N63°24'27"W	126.34'
E33	N78°34'45"W	41.44'
E34	N63°24'27"W	118.64'
E35	N27°35'28"E	30.49'
E36	N57°45'59"W	26.17'
E37	N58°41'54"W	143.22'
E38	N63°24'27"W	120.08'
E39	N22°35'23"W	88.82'
E40	N07°22'23"E	236.24'
E41	N32°46'47"W	48.01'
E42	N12°29'47"E	125.27'
E43	S27°04'37"W	25.26'
L44	N77°27'54"W	233.55'
L45	S75°05'49"E	23.56'

PRELIMINARY
STATE OF MISSOURI DANIEL GILDEHAUS NUMBER 2006016625 NATIONAL LAND SURVEYOR

DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625

THE HIGHLAND SUBDIVISION – PHASE 2A
CITY OF ROLLA
PHELPS COUNTY, MISSOURI

COCHRAN
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning
COCHRAN
530A E. Independence Dr.
Union, Missouri 63084
636-584-0540 (tel.)
636-584-0512 (fax)
mail@cochraneng.com

DWN. BY	DATE	PROJ. NO.
LJR	OCT 6, 2026	26-10624
AREA	SCALE	DWG. NO.
S18/19,T37N,R7W	1" = 50'	3 OF 3

Missouri State Land Surveying Certificate of Authority #000380

Report to:
ROLLA CITY COUNCIL

Case No.: FP26-030

MEETING DATE: October 19, 2026

DEPARTMENT: Community Development **ACTION REQUESTED**: First Reading

SUBJECT: Final Plat of The Highlands Subdivision, Phase 2B, a residential subdivision in the R-1, Suburban Residential district with a PUD (Planned Unit Development) zoning overlay to create 27 residential lots

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Area Map, Highlands Phase 2B Final Plat; Ordinance

Application and Notice:

Applicant/Owner - Rolla Land Strategy, LLC
Public Notice - The City of Rolla

Property Details:

Current zoning - R-1, Suburban Residential with a PUD, Planned Unit Development zoning overlay
Current use - Vacant/undeveloped
Land area - Total 5.12 acres

Background: The Highlands is a residential development that will include nearly 600 single-family homes at full build-out. The Preliminary Plat was approved in 2024. The Final Plat for the first phase of the development was approved in 2025. Construction began in 2025. At this time, review and approval of the Final Plat of the second phase(s) of the development is requested. The second phase is divided into two sections to allow for additional flexibility – Phase 2A and 2B, both submitted as separate, but concurrent Final Plats.

Phase 2B includes 27 residential lots and one common lot which serves as a utility and access corridor.

Public Facilities/Improvements:

Streets - The proposed phase includes construction of local streets within development.
Sidewalks - Sidewalks are not located adjacent to the property. Sidewalks are proposed within the development.
Utilities - The subject property has access to all needed utilities. Extensions of water and sewer utilities are proposed to serve the development.

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for Suburban Residential uses.

Discussion: The improvement plans for the infrastructure have been reviewed and approved by the Public Works Department and RMU. The plat has been reviewed for compliance with the applicable zoning and subdivision requirements. The plat is in substantial conformance with the approved PUD and Preliminary Plat. A few lots were reoriented, but the overall design was not modified. The plat does appear to be in conformance with all applicable review criteria.

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

Findings:

1. The Final Plat is consistent with the Suburban Residential designation of the Comprehensive Plan.
2. The Final Plat is in substantial conformance with the approved Preliminary Plat and PUD and complies with the applicable zoning and subdivision requirements.
3. The associated improvement plans have been reviewed and approved, and adequate streets, sidewalks, water, sewer, and other utilities will be provided to serve the development.

Recommendation:

The Rolla Planning and Zoning Commission held a meeting on October 13, 2026 and voted 8-0 to recommend the City Council approve the request.

BILL # 2026-31
ORDINANCE # _____

AN ORDINANCE TO APPROVE THE FINAL PLAT OF THE HIGHLANDS SUBDIVISION, PHASE 2B

WHEREAS, an application for a final plat was duly filed with the Community Development Department requesting approval of the plat and vacation; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 13, 2026 and recommended the City Council approve the final plat; and

WHEREAS, the Rolla City Council, during its October 19, 2026 meeting heard the first reading of the attached ordinance;

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council, the City Council found the proposed plat 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 The Highlands Subdivision, Phase 2B, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process, and accepting the easements and rights-of-way dedicated therein.

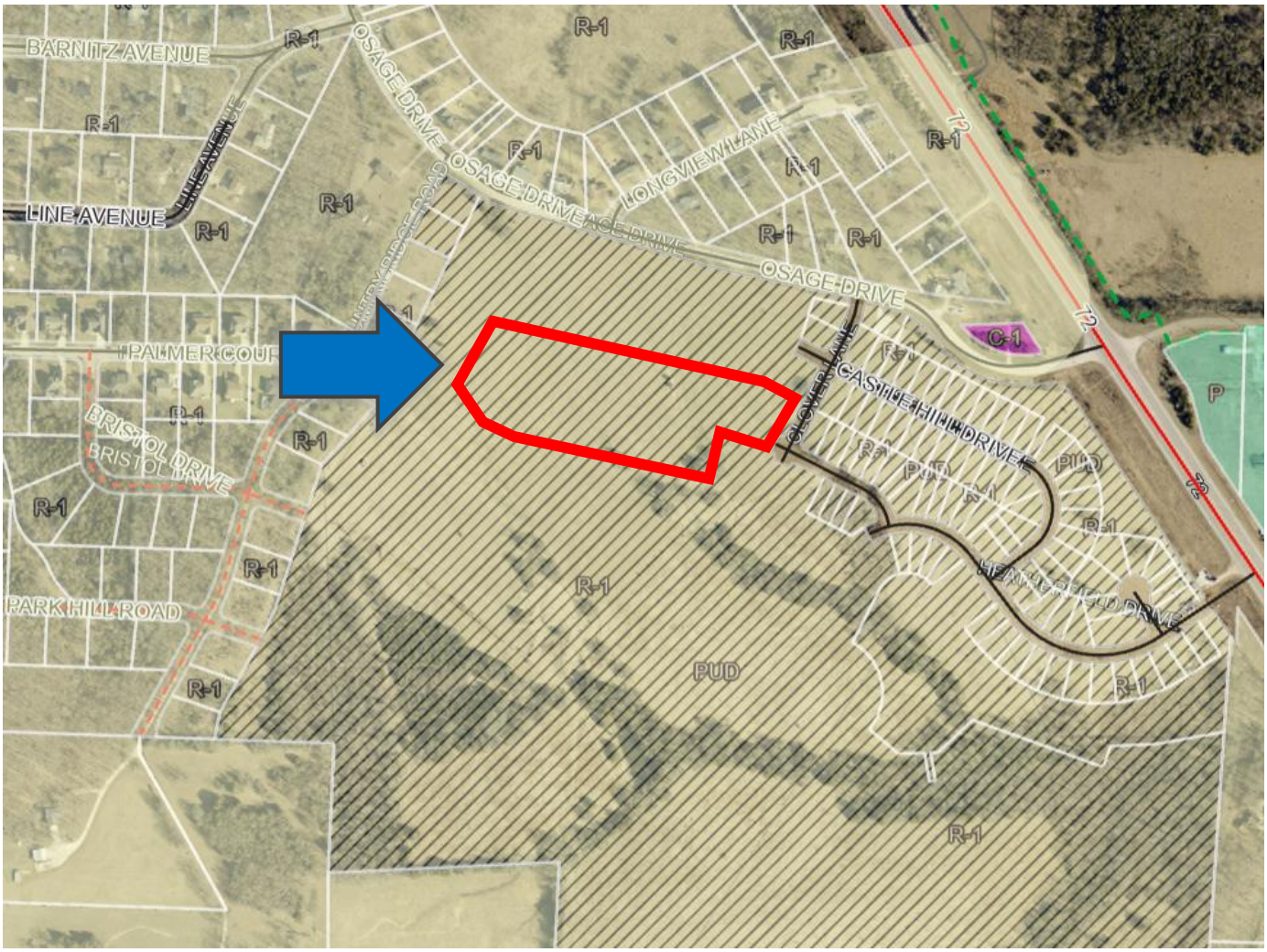
SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 2nd DAY OF NOVEMBER, 2026.

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

Attest:_____
City Clerk

Approved as to form:_____
City Counselor



Project Information:

Case No: FP26-030
Location: East of Osage Drive and Country Ridge Rd
Applicant: Rolla Land Strategy, LLC
Request:

Final Plat of The Highlands Subdivision, Phase 2B

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

THE HIGHLANDS SUBDIVISION – PHASE 2B

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

OVERALL PARENT TRACT PARCEL DESCRIPTION

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT)

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

BEGINNING AT A FOUND IRON ROD WITH CAP (MUELLER LS–2238) AT THE SOUTHEAST CORNER OF LOT 54 OF COUNTRY RIDGE AMENDED SUBDIVISION, AS RECORDED IN SURVEY CABINET D, PAGE 114 OF THE PHELPS COUNTY, MISSOURI RECORDER'S OFFICE, SAID CORNER BEING ON THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER OF THE ABOVEMENTIONED SECTION 19; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF SAID COUNTRY RIDGE AMENDED SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: NORTH 11°29'11" EAST, 82.78 FEET TO A FOUND IRON ROD WITH CAP (MUELLER LS–2238) AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE NORTH 28°57'37" EAST, 243.44 FEET TO A POINT; THENCE NORTH 25°01'14" EAST, 106.23 FEET TO A FOUND IRON ROD; THENCE NORTH 17°33'47" EAST, 454.62 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 60; THENCE NORTH 41°41'24" EAST, 230.54 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 62; THENCE NORTH 32°22'45" EAST, 50.10 FEET TO A FOUND IRON ROD AT THE SOUTHEAST CORNER OF LOT 63; THENCE NORTH 25°40'37" EAST, 441.53 FEET TO A FOUND IRON ROO AT THE NORTHEAST CORNER OF LOT 66; THENCE ALONG THE NORTH LINE OF SAID LOT 66, NORTH 64°19'23" WEST, 134.78 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 66, SAID CORNER ALSO BEING ON THE EAST RIGHT–OF–WAY LINE OF COUNTRY RIDGE (50' WIDE) ROAD, AS SHOWN ON THE ABOVEMENTIONED PLAT OF COUNTRY RIDGE AMENDED SUBDIVISION, WHERE A FOUND IRON ROD BEARS SOUTH 70°43'07" EAST, 0.19 FEET; THENCE LEAVING SAID CORNER ALONG SAID EAST RIGHT–OF–WAY LINE, NORTH 28°38'37" EAST, 223.12 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF OSAGE (VARIABLE WIDTH) DRIVE, WHERE A FOUND IRON ROD BEARS, SOUTH 88°27'34" WEST, 0.34 FEET; THENCE LEAVING SAID EAST RIGHT–OF–WAY LINE ALONG SAID SOUTH RIGHT–OF–WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 57°05'50" EAST, 165.96 FEET TO A POINT, THENCE SOUTH 74°38'01" EAST, 700.00 FEET TO A POINT; THENCE SOUTH 78°19'21" EAST, 512.27 FEET TO A POINT; THENCE SOUTH 10°S0'S8" WEST, 15.03 FEET TO A POINT; THENCE SOUTH 79°00'02" EAST, 21.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, SAIO CURVE HAS A RADIUS OF 241.48 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A CHORD WHICH BEARS SOUTH 58°17'40" EAST, 170.78 FEET AND AN ARC DISTANCE OF 174.54 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE NORTHERLY AND HAS A RADIUS OF 331.48 FEET; THENCE EASTERLY ALONG SAID CURVE HAVNG A CHORD WHICH BEARS SOUTH 70°51'04" EAST, 363.62 FEET AND AN ARC DISTANCE OF 384.88 FEET TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF STATE ROUTE 72 (AKA HIGHWAY 72) AT CENTERLINE STATION 106+94.30 202.18 FEET RIGHT; THENCE LEAVING SAID SOUTH RIGHT–OF–WAY LINE OF OSAGE DRIVE ALONG THE WEST RIGHT–OF–WAY LINE OF SAID STATE ROUTE 72, SOUTH 86°11'46" EAST, 30.23 FEET TO A POINT AT CENTERLINE STATION 167+18.41 RIGHT, 171.23 FEET, SAID POINT BEING ON THE OLD WEST RIGHT–OF–WAY LINE OF STATE ROUTE 72; THENCE ALONG SAID OLD WEST RIGHT–OF–WAY LINE, SOUTH 34°08'49" EAST, 910.90 FEET TO A POINT AT CENTERLINE STATION 176+28.71 RIGHT, 171.23 FEET: THENCE LEAVING SAID OLD WEST RIGHT–OF–WAY LINE OF STATE ROUTE 72, SOUTH 03°23'19" WEST, 1,602.28 FEET TO A FOUND IRON ROD, AND WHERE AN IRON ROD WITH CAP (PLS 2008000715) AT THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST, 5TH PRINCIPAL MERIDIAN WAS FOUNO, WHICH BEARS SOUTH 00°51'48" WEST 12.73 FEET AND SOUTH B0°08'12" EAST 1418.60 FEET; THENCE LEAVING SAIO POINT, NORTH 88°18'09" WEST, 1,061.05 FEET TO A FOUND IRON ROD; THENCE NORTH 02°2000" EAST, 930.62 FEET TO A FOUND IRON ROD; THENCE SOUTH 88°51'32" WEST, 606.74 FEET TO A FOUND IRON ROD; THENCE NORTH 02°06'30" EAST, 387.89 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT 2, NORTHWEST QUARTER, SECTION 19, SAID CORNER BEING THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY JORDAN + JORDAN DESIGNS, LLC, AS RECORDED IN DOCUMENT NO. 2022–2079 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID CORNER ALONG THE NORTH LINE OF SAID JORDAN + JORDAN DESIGN LLC, NORTH 88°2521" WEST, 350.90 FEET TO THE POINT OF BEGINNING AND CONTAINS 6,327,788 SQUARE FEET OR 145.2860 ACRES, MORE OR LESS, ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF APRIL 2024.

PHASE 2B DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND A PORTION OF THE NORTH HALF OF LOT 1, OF THE NORTHWEST QUARTER, A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ROLLA, PHELPS COUNTY, MISSOURI, BEING THAT PARCEL CONVEYED TO ROLLA LAND STRATEGY, LLC DEED RECORDED AS DOCUMENT NO. 2025–0905, OF THE PHELPS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD AT THE SOUTHEAST CORNER OF LOT 54 OF COUNTRY RIDGE AMENDED SUBDIVISION, AS RECORDED IN SURVEY CABINET D, PAGE 114 OF SAID RECORDER'S OFFICE, SAID POINT BEING ON THE NORTH LINE OF THE SOUTH HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 19, THENCE LEAVING SAID POINT, ALONG THE EAST LINE OF SAID COUNTRY RIDGE AMENDED SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: N11°29'11"E 82.78 FEET TO AN IRON ROD WITH CAP (MUELLER LS–2238) AT THE NORTHEAST CORNER OF SAID LOT 54; THENCE N28°57'37"E 243.44 FEET TO A POINT; THENCE N25°01'49"E 106.23 FEET TO AN IRON ROD; THENCE N17°33'47"E 454.62 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF LOT 60; THENCE N41°41'24"E 239.54 FEET TO AN IRON ROD AT THE NORTHEAST CORNER OF LOT 62; THENCE N32°22'45"E 50.10 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF LOT 63; THENCE N25°40'37"E 304.43 FEET O AN IRON ROD AT THE SOUTHWEST CORNER OF COMMON AREA D OF THE PLAT OF THE HIGHLANDS SUBDIVISION – PHASE 2A AS RECORDED AS DOCUMENT NO. _____, OF SAID RECORDER OF DEEDS OFFICE; THENCE S63°17'52"E ALONG THE SOUTH LINE OF SAID COMMON AREA D, AND LOT 473C OF SAID PLAT, 454.62 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 479C, SAID POINT ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF CASTLE HILL DRIVE; THENCE S26°42'08"W ALONG SAID WESTERN RIGHT OF WAY LINE, 23.58 FEET TO AN IRON ROD AT THE SOUTHERN TERMINUS OF SAID RIGHT OF WAY; THENCE S63°17'52"E ALONG SAID SOUTHERN RIGHT OF WAY LINE AND ALONG THE SOUTHERN LINE OF LOT 531C OF SAID PLAT, 170.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 531C, AND THE POINT OF BEGINNING.

THENCE N26°42'08"E ALONG THE EASTERN LINE OF SAID LOT 531C, 56.38 FEET TO AN IRON ROD AT THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 532C OF SAID PLAT; THENCE N47°38'27"E ALONG THE SOUTHEASTERN LINE OF SAID LOT 532C, 25.79 FEET TO AN IRON ROD AT THE MOST EASTERN CORNER OF SAID LOT 532C, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 533C OF SAID PLAT; THENCE S75°09'38"E ALONG THE SOUTH LINE OF SAID LOT 533C AND THE SOUTHERN LINE OF LOT 534C OF SAID PLAT, 120.62 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 534C, SAID POINT ALSO BEING THE SOUTHWESTERN RIGHT OF WAY TERMINUS OF LONG VIEW LANE; THENCE S81°53'51"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 50.02 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 235B OF SAID PLAT; THENCE S77°27'54"E ALONG THE SOUTHERN LINE OF SAID LOT 235B, AND LOTS 236B THROUGH 245B OF SAID PLAT, 566.90 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 245B, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 246B OF SAID PLAT; THENCE S63°35'51"E ALONG THE SOUTH LINE OF SAID LOT 246B, AND LOT 278 OF SAID PLAT, 103.02 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 247B, SAID POINT ALSO BEING ON THE WESTERN RIGHT OF WAY LINE OF CLOVER LANE; THENCE S26°35'33"W ALONG SAID WESTERN RIGHT OF WAY LINE, 100.00 FEET TO A POINT OF CURVATURE; THENCE CONTINUING, 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AND A CHORD THAT BEARS S71°35'33"W 28.28 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF LONG VIEW DRIVE PER SAID PLAT; THENCE S26°35'33"W ALONG SAID WESTERN RIGHT OF WAY LINE, 50.00 FEET TO A POINT; THENCE CROSSING SAID ROLLA LAND STRATEGY, LLC PARCEL THE FOLLOWING 13 COURSES AND DISTANCES, N63°24'27"W 34.39 FEET TO A POINT OF CURVATURE; THENCE 55.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, AND A CHORD THAT BEARS N70°27'20"W 55.22 FEET; THENCE N77°30'13"W 38.77 FEET TO A POINT; THENCE S12°29'47"W 110.00 FEET TO A POINT; THENCE S26°35'33"W 10.31 FEET TO A POINT; THENCE N77°30'13"W 569.39 FEET TO A POINT; THENCE N59°44'21"W 48.28 FEET TO A POINT; THENCE N38°18'18"W 118.89 FEET TO A POINT; THENCE N26°42'08"E 129.44 FEET TO THE POINT OF BEGINNING CONTAINING 5.12 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD.

ACCORDING TO A PLAT PERFORMED BY COCHRAN (CB ENGINEERING INC LS 380) DANIEL K. GILDEHAUS, PLS 2006016625 DURING THE MONTH OF JULY 2026.

SURVEYOR'S CERTIFICATE:

AT THE REQUEST OF ROLLA LAND STRATEGY, LLC, ELITE 3, LLC, AND MCBRIDE COMMUNITIES, LLC, WE HAVE DURING THE MONTH OF MAY 2026, EXECUTED A PROPERTY BOUNDARY SURVEY AND SUBDIVISION FROM ACTUAL FIELD DATA AND RECORD INFORMATION ONA TRACT OF LAND BEING PART OF THE SOUTH HALF OF LOT 1, OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER BEING ALL IN SECTION 18 AND BEING PART OF THE NORTH HALF OF LOT 1, OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER BEING ALL IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ROLLA, PHELPS COUNTY, MISSOURI, AND HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE RESULTS ARE SHOWN HEREON.

CB ENGINEERING INC.
DBA COCHRAN
LS–380

_____
BY: DANIEL K. GILDEHAUS, P.L.S. #2006016625
STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR
FOR COCHRAN

LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

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

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

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

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 2026.

LENDER: _____

BY: _____

_____
PRINTED NAME AND TITLE

STATE OF MISSOURI
COUNTY OF _____

ON THIS _____ DAY OF _____, 2026, BEFORE ME APPEARED _____, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE _____, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITH SET ME HAND AND ADDIXED MY NOTORIAL SEAL IN THE COUNTY AND STATE ADORESAID, THE SAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

ACKNOWLEDGEMENT OF APPROVAL BY CITY COUNCIL:

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

_____ _____
LOUIS J. MAGDITS IV DATE
MAYOR, CITY OF ROLLA

ATTEST:

_____ _____
LORRI POWELL DATE
CITY CLERK

PLANNING AND ZONING APPROVAL:

APPROVED THIS ___ DAY OF _____ , 2026

_____ _____
RUSSEL SCHMIDT, CHAIRPERSON DATE
PLANNING AND ZONING COMMISSION

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 DATE
DIRECTOR OF PUBLIC WORKS

_____ _____
FLOYD WOLF DATE
GENERAL MANAGER OF ROLLA MUNICIPAL UTILITIES

_____ _____
FLOYD JERNIGAN DATE
PARKS DIRECTOR

COUNTY & CITY TAX RELEASE:

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PHELPS AND THE CITY OF ROLLA AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAS BEEN PAIN IN FULL FOR 2026 AND ALL PRIOR YEARS.

_____ _____
FAITH ANN BARNES DATE
COLLECTOR OF REVENUE
PHELPS COUNTY, MISSOURI

RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS ___ DAY OF _____ , 2026. PLAT FILED AT CABINET _____ , NUMBER _____ .

_____ _____
ROBIN KORDES DATE
RECORDER OF DEEDS
PHELPS COUNTY, MISSOURI

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "THE HIGHLANDS SUBDIVISION – PHASE 2B", TOGETHER WITH ALL RIGHT–OF–WAYS FOR CASTLE HILL DRIVE (50' WIDE), LONG VIEW LANE (50' WIDE), AND ALL ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED (////) ON THIS PLAT, IS HEREBY DEDICATED FOR PUBLIC USE FOREVER, AND ARE TO BE MAINTAINED BY THE CITY OF ROLLA, AND DEDICATED THE SAME FOR ALL PUBLIC UTILITIES.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE DEDICATED TO ALL CORPORATIONS AND GOVERNMENTAL ENTITIES PROVIDING UTILITY SERVICE TO THIS DEVELOPMENT. SUCH UTILITIES INCLUDE, BUT ARE NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, CABLE TV, WATER, AND SEWER, AS APPLICABLE. EACH SUCH UTILITY MAY MAKE USE OF THESE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING UTILITY, WATER AND SEWER FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF UTILITY, WATER AND SEWER FACILITIES. CONSTRUCTION BY EACH UTILITY WITHIN THE EASEMENT SHOULD CONFORM TO ALL APPLICABLE STATE AND FEDERAL REGULATIONS AS TO SEPARATION OF SUCH UTILITY'S SYSTEM FROM OTHER UTILITIES USING SUCH EASEMENTS. CANTILEVERED FIREPLACES AND EGRESS WINDOW WELLS SHALL BE ALLOWED TO ENCROACH INTO SIDE YARD EASEMENTS AS LONG AS NO WATER MAINS, SANITARY SEWERS, STORM SEWERS OR DRAINAGE STRUCTURES ARE PRESENT IN SAID SIDE YARD EASEMENTS.

SIGHT DISTANCE TRIANGLE EASEMENTS IS HEREBY DEDICATED TO THE CITY OF ROLLA, MISSOURI FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY ON A CORNER LOT, NOTHING SHALL BE ERECTED, PLACED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF THREE (3) FEET AND FIFTEEN (15) FEET ABOVE THE GRADES WITHIN THE SIGHT TRIANGLE AREA AS SHOWN ON THE PLAT. ADDITIONALLY, NOTHING SHALL BE ERECTED, PLACED, PLANTED, OR ALLOWED TO GROW IN A MANNER THAT MATERIALLY IMPEDES THE LINE OF SIGHT NECESSARY FOR SAFE TRAVEL ALONG PUBLIC ROADWAYS.

ALL COMMON AREAS SHALL BE MAINTAINED BY THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION. THE COMMON GROUND AREAS AS SHOWN ON THIS PLAT HAVE BEEN CONVEYED FOREVER TO THE HIGHLANDS IN ROLLA HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____, 2026, DOCUMENT NO. _____ IN THE PHELPS COUNTY RECORDER OF DEEDS OFFICE.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED

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

THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. SAID DECLARATION IS FILED ON THE 27TH DAY OF JUNE, 2025, DOCUMENT NO. 2025–2655 IN THE PHELPS COUNTY RECORDER OF DEEDS OFFICE OR AS AMENDED THEREAFTER.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ , 2026.

BY: ROLLA LAND STRATEGY, LLC

BY: _____
JEREMY ROTH – AUTHORIZED AGENT

ACKNOWLEDGMENT

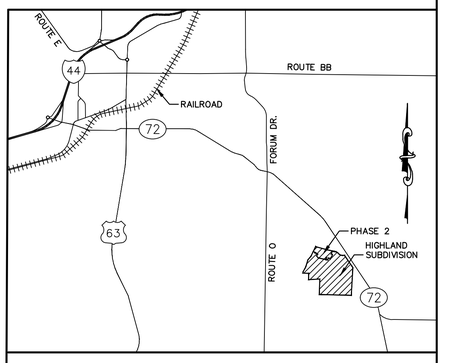
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

ON THIS ____ DAY OF _____ 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEREMY ROTH, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DULY AUTHORIZED AGENT OF ROLLA LAND STRATEGY, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID JEREMY ROTH ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES: _____



LOCATION MAP
NO SCALE

PRELIMINARY
STATE OF MISSOURI
DANIEL K. GILDEHAUS
NUMBER 2006016625
PROFESSIONAL LAND SURVEYOR

DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625

THE HIGHLANDS SUBDIVISION – PHASE 2B
CITY OF ROLLA
PHELPS COUNTY, MISSOURI

COCHRAN
- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

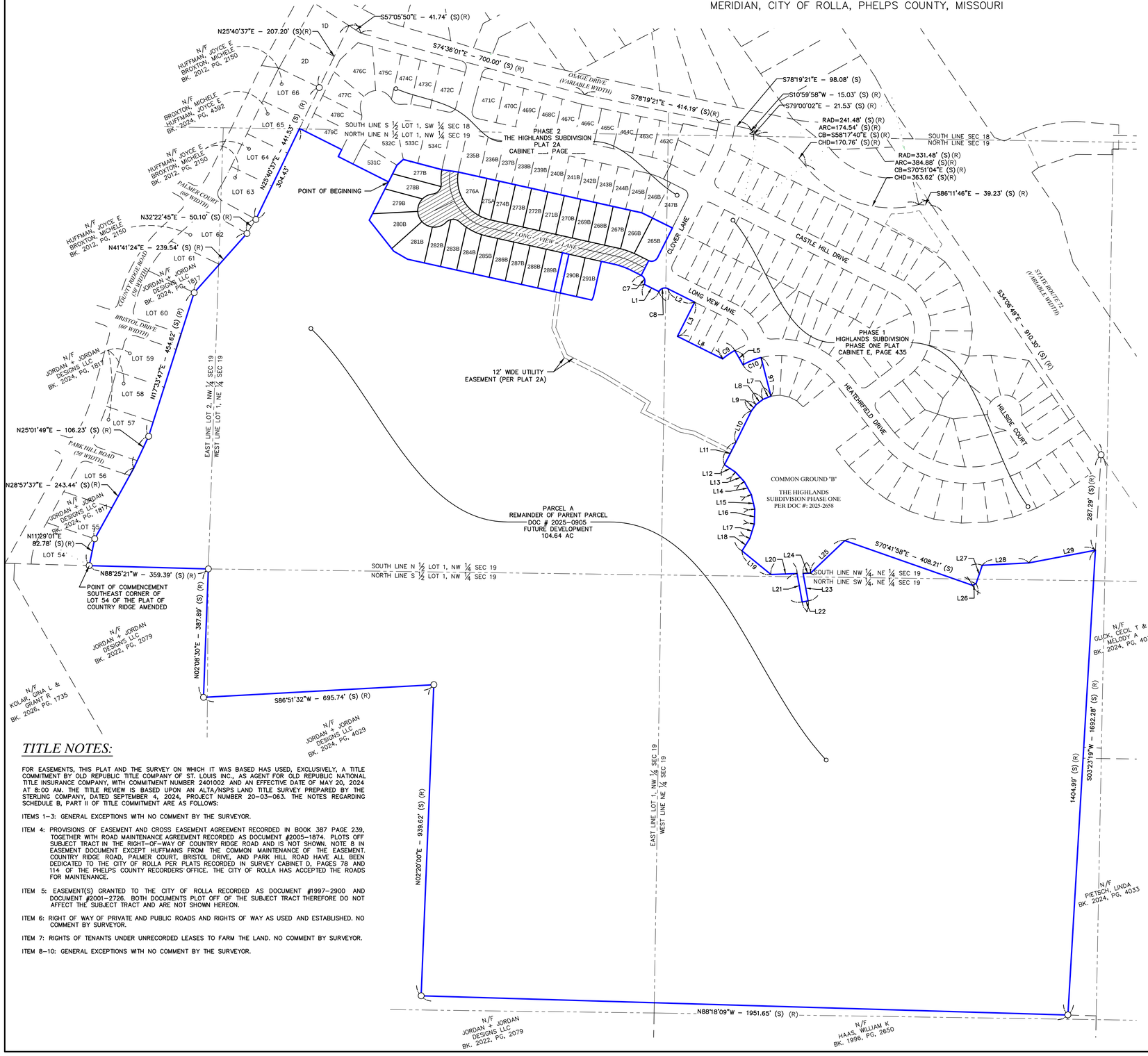
COCHRAN
530A E. Independence Dr.
Union, Missouri 63084
636–584–0540 (tel.)
636–584–0512 (fax)
mail@cochraneng.com

DWN. BY	DATE	PROJ. NO.
LJR	OCT 6, 2026	26–10624
AREA	SCALE	DWG. NO.
S18&19,T37N,R7W	N/A	1 OF 3

Missouri State Land Surveying Certificate of Authority #000380

THE HIGHLANDS SUBDIVISION – PHASE 2B

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



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S63°24'27"E	50.00'
L2	S63°24'27"E	90.00'
L3	S26°35'33"W	115.40'
L4	S63°24'27"E	152.64'
L5	S29°57'51"E	50.00'
L6	S14°17'08"E	120.00'
L7	S67°52'30"W	25.91'
L8	S52°11'48"W	25.91'
L9	S37°09'44"W	24.38'
L10	S26°12'52"W	105.34'
L11	S27°04'37"W	75.63'
L12	S56°02'03"E	40.15'
L13	S42°46'47"E	38.97'
L14	S28°30'10"E	44.93'
L15	S13°19'01"E	44.93'
L16	S01°52'08"W	44.93'
L17	S17°16'59"W	45.60'
L18	S32°14'26"W	44.23'
L19	S50°49'22"E	112.76'
L20	N88°01'00"E	78.78'
L21	S10°11'24"E	87.04'
L22	N79°48'36"E	18.00'
L23	N10°11'24"W	84.45'
L24	N88°01'00"E	22.45'
L25	N46°28'37"E	142.38'
L26	N63°54'50"E	12.00'
L27	N18°49'17"E	58.21'
L28	N86°57'35"E	140.92'
L29	N79°14'23"E	204.05'

150' 0 75' 150' 300'

SCALE: 1"=150'

OCTOBER, 2026

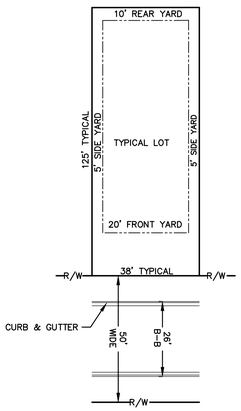
LEGEND

SET 5/8" X 24" IRON ROD WITH ALUMINUM CAP COCHRAN LS 380	◆
SET 5/8" X 18" IRON ROD WITH PLASTIC CAP COCHRAN LS 380	⊙
FOUND IRON ROD WITH CAP	○
ARCHER LS 2004017577-D OR AS NOTED	
RECORDED SURVEY INFORMATION	(R)
SURVEY INFORMATION GATHERED BY COCHRAN	(S)
STREET RIGHT OF WAY DEDICATION	

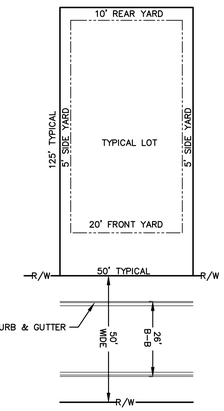
SURVEYORS NOTES:

1. OWNER/DEVELOPER: ROLLA LAND STRATEGY, LLC, A MISSOURI LIMITED LIABILITY COMPANY. ADDRESS: 17415 NORTH OUTER 40 ROAD, CHESTERFIELD, MO 63005
2. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS (PURSUANT TO SECTION 327.41 RSMO) AND RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, OR REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.
3. THIS PLAT CONTAINS 5.12 ACRES MORE OR LESS, AND 27 RESIDENTIAL LOTS.
4. THE SUBJECT PARCEL IS CURRENTLY ZONED "R–1 PUD" BY THE CITY OF ROLLA, MO.
5. BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE.
6. (S)– DENOTES SURVEY INFORMATION GATHERED BY COCHRAN.
   (R)– DENOTES RECORDED SURVEY INFORMATION.
7. SOURCE OF DEED: INSTRUMENT NO. 2025–0905 OF THE PHELPS COUNTY, MISSOURI, RECORDER OF DEEDS OFFICE.
8. THIS PROPERTY LIES WITHIN "ZONE X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP FOR PHELPS COUNTY, MISSOURI AND INCORPORATED AREAS, PANEL 261 OF 575, COMMUNITY PANEL NUMBER 29161C0261D, EFFECTIVE DATE FEBRUARY 20, 2008.
9. A REBAR AND CAP (COCHRAN LS 380) WILL BE SET AT REAR LOT CORNERS WITHIN 1 YEAR OF FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE.
10. CURBS SHALL BE PERMANENTLY MARKED AT THE BEGINNING AND END OF ALL CURVES AND AT THE PROLONGATION OF ALL LOT SIDELINES WITHIN 1 YEAR OF FROM DATE OF RECORDING OF THIS PLAT.
11. CROSSES SHALL BE SET AT THE INTERSECTION OF ALL STREETS, THE BEGINNING AND END OF ALL CURVES, ALONG STREET CENTERLINES, AND CENTER OF CUL–DE–SACS WITHIN 1 YEAR OF FROM DATE OF RECORDING OF THIS PLAT.
12. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

TYPICAL 'A' LOT
(LOT 275 AND 276)



TYPICAL 'B' LOT
(LOTS 265–274, & 277–291)



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

TYPICAL LOT DETAILS
NOT TO SCALE

TITLE NOTES:

FOR EASEMENTS, THIS PLAT AND THE SURVEY ON WHICH IT WAS BASED HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY OLD REPUBLIC TITLE COMPANY OF ST. LOUIS INC., AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH COMMITMENT NUMBER 2401002 AND AN EFFECTIVE DATE OF MAY 20, 2024 AT 8:00 AM. THE TITLE REVIEW IS BASED UPON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY THE STERLING COMPANY, DATED SEPTEMBER 4, 2024, PROJECT NUMBER 20–03–063. THE NOTES REGARDING SCHEDULE B, PART II OF TITLE COMMITMENT ARE AS FOLLOWS:

ITEMS 1–3: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.

ITEM 4: PROVISIONS OF EASEMENT AND CROSS EASEMENT AGREEMENT RECORDED IN BOOK 387 PAGE 239, TOGETHER WITH ROAD MAINTENANCE AGREEMENT RECORDED AS DOCUMENT #2005–1874. PLOTS OFF SUBJECT TRACT IN THE RIGHT–OF–WAY OF COUNTRY RIDGE ROAD AND IS NOT SHOWN. NOTE B IN EASEMENT DOCUMENT EXCEPT HUFFMANS FROM THE COMMON MAINTENANCE OF THE EASEMENT. COUNTRY RIDGE ROAD, PALMER COURT, BRISTOL DRIVE, AND PARK HILL ROAD HAVE ALL BEEN DEDICATED TO THE CITY OF ROLLA PER PLATS RECORDED IN SURVEY CABINET D, PAGES 78 AND 114 OF THE PHELPS COUNTY RECORDERS OFFICE. THE CITY OF ROLLA HAS ACCEPTED THE ROADS FOR MAINTENANCE.

ITEM 5: EASEMENT(S) GRANTED TO THE CITY OF ROLLA RECORDED AS DOCUMENT #1997–2900 AND DOCUMENT #2001–2726. BOTH DOCUMENTS PLOT OFF OF THE SUBJECT TRACT THEREFORE DO NOT AFFECT THE SUBJECT TRACT AND ARE NOT SHOWN HEREON.

ITEM 6: RIGHT OF WAY OF PRIVATE AND PUBLIC ROADS AND RIGHTS OF WAY AS USED AND ESTABLISHED. NO COMMENT BY SURVEYOR.

ITEM 7: RIGHTS OF TENANTS UNDER UNRECORDED LEASES TO FARM THE LAND. NO COMMENT BY SURVEYOR.

ITEM 8–10: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.

PRELIMINARY

STATE OF MISSOURI
DANIEL GILDEHAUS
NUMBER 2006016625
PROFESSIONAL LAND SURVEYOR

DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625

THE HIGHLAND SUBDIVISION – PHASE 2B
CITY OF ROLLA
PHELPS COUNTY, MISSOURI

COCHRAN
- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

COCHRAN
530A E. Independence Dr.
Union, Missouri 63084
636–584–0540 (tel.)
636–584–0512 (fax)
mail@cochraneng.com

DWN. BY	DATE	PROJ. NO.
LJR	OCT 6, 2026	26–10624
AREA	SCALE	DWG. NO.
S18/19,T37N,R7W	1" = 150'	2 OF 3

Missouri State Land Surveying Certificate of Authority #000380

THE HIGHLANDS SUBDIVISION – PHASE 2B

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

50 0 25 50 100

SCALE: 1"=50'

OCTOBER, 2026

LEGEND

SET 5/8" X 24" IRON ROD WITH ALUMINUM CAP COCHRAN LS 380	◆
SET 5/8" X 18" IRON ROD WITH PLASTIC CAP COCHRAN LS 380	⊙
FOUND IRON ROD WITH CAP ARCHER LS 2004017577-D OR AS NOTED	○
RECORDED SURVEY INFORMATION	(R)
SURVEY INFORMATION GATHERED BY COCHRAN	(S)
ADDRESS	302
STREET RIGHT OF WAY DEDICATION	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	228.70'	150.00'	S33°49'30"E	207.18'
C2	61.51'	250.00'	S70°27'20"E	61.35'
C3	45.85'	30.00'	N88°50'26"E	41.52'
C4	190.59'	50.00'	S25°44'46"E	94.44'
C5	45.85'	30.00'	S39°40'02"W	41.52'
C6	31.42'	20.00'	S71°35'33"W	28.28'
C7	31.42'	20.00'	S18°24'27"E	28.28'
C8	31.42'	20.00'	N71°35'33"E	28.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S63°24'27"E	50.00'
L2	S63°24'27"E	90.00'
L3	S26°35'33"W	115.40 '
L4	S63°24'27"E	152.64'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
E1	N14°50'22"E	4.97'
E2	N75°09'38"W	79.47'
E3	N77°30'13"W	10.76'
E4	S07°22'23"W	225.48'
E5	S22°35'23"E	79.27'
E6	S30°51'13"W	14.94'
E7	N22°35'23"W	91.38'
E8	N07°22'23"E	229.77'
E9	N33°14'25"E	22.14'
E10	N56°14'04"W	8.51'
E11	S26°35'33"W	76.95'

PRELIMINARY

STATE OF MISSOURI DANIEL GILDEHAUS NUMBER 2006016625 NATIONAL LAND SURVEYOR

DANIEL K. GILDEHAUS
SURVEYOR
PLS #2006016625

THE HIGHLAND SUBDIVISION – PHASE 2B
CITY OF ROLLA
PHELPS COUNTY, MISSOURI

COCHRAN
• Civil Engineering
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DWN. BY	DATE	PROJ. NO.
LJR	OCT 6, 2026	26-10624
AREA	SCALE	DWG. NO.
S18/19,T37N,R7W	1" = 50'	3 OF 3

Missouri State Land Surveying Certificate of Authority #000380

CITY COUNCIL AGENDA

DEPARTMENT: Public Works **ACTION REQUESTED**: Motion

SUBJECT: Bid Award for a Forklift

PREPARED BY: Darin Pryor

ATTACHMENTS: Wiese Sourcewell Proposal

(CASE/PROJECT #) **MEETING DATE:** October 19th, 2026

Overview: City staff is requesting a motion to award the bid for a Caterpillar model GC25N7 Forklift using the Sourcewell purchasing program for $34,460.14. Staff compared Sourcewell pricing for a Caterpillar, Toyota, and Crown forklifts, and the Caterpillar was the cheapest.

Toyota - $34,787.00

Crown - $48,320.00

Background information: This is a planned replacement of a 1985 Forklift. Sourcewell Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Fiscal considerations: $45,000 was included in the 26-27 budget under account 07/5-073-560.00 Equipment.

Recommendation:

Staff is requesting a motion to award the bid for a Caterpillar Forklift from Wiese for $34,460.14.

QUOTATION

1435 Woodson Rd.
Saint Louis, MO 63132

PREPARED FOR	
Customer:	City of Rolla Public Works
Address:	P.O. Box 979 Rolla, MO 65402

REFERENCE	
Effective From:	Monday, October 5, 2026
Effective To:	Friday, October 29, 2027
Quote #:	904118
Account Manager:	Sean Welek
Direct Phone:	573-407-0642
E-mail:	swelek@wieseusa.com

Wiese USA Key Advantages

GC25N7 - 5,000 lb. Capacity LP Cushion Tire Lift Truck

HIGHLIGHTS



EK 21/25 Electronic Fuel Injected Engine
3-Way Catalytic Converter - Gas/LP
Electronic Engine Control System
Enhanced Engine and Transmission Protection System
Cushioned Stability Control
Seat Actuated Operator Presence System
-Auto-Mast Lock & Return-to-Neutral
Seat Belt Warning System
Horn and Backup Alarm
Parking Brake with Warning Buzzer
5-Piece Reinforced Overhead Guard
LED Headlights - OHG Mounted
Full Suspension Seat with Operator Restraint and Adjustable Lumbar Support
Infinitely Adjustable Tilt Steering Wheel
Hydrostatic Power Steering
3-Spool Hydraulic Valve
48'' High Load Backrest
GC15-GC20C
Traction Drive Tires: 18 x 6 x 12-1/8
Traction Steer Tires: 14 x 5 x 10 (High Load Tire)
GC20-GC25
Traction Drive Tires: 21 x 7 x 15
Traction Steer Tires: 16-1/4 x 6 x 11-1/4
GC28-GC30E
Traction Drive Tires: 21 x 8 x 15
Traction Steer Tires: 16-1/4 x 6 x 11-1/4
GC33
Traction Drive Tires: 22 x 8 x 16
Traction Steer Tires: 18 x 6 x 12-1/8 (High Load Tire)
GC35CN-GC40CN
Traction Drive Tires: 22 x 9 x 16
Traction Steer Tires: 18 x 6 x 12-1/8 (High Load Tire)

KEY FEATURES & BENEFITS

OPERATOR COMFORT The operator compartment is designed with the comfort of the operator in mind. From the standard comfort seat to the numerous features built in for noise and vibration reduction, the

	lift truck is made to allow the operator to perform at high levels for the entire shift without unnecessary fatigue or discomfort.
INTEGRATED PRESENCE SYSTEM	The IPS ensures that the operator is operating the forklift how it is supposed to be. Full transmission and hydraulic function lockout, accompanied by audible alarms, make sure that potential risks in operating the forklifts are kept to a minimum.
SERVICEABILITY	With 800-hour service intervals and the most reliable dealer network in the industry, Cat forklift trucks can be counted on to stay running with minimal maintenance. Whenever it finally is time to repair or maintain the truck, access to the major components is extremely easy and can be achieved without tools.
PREMIUM LED/LCD DISPLAY	The standard premium display allows the operator to keep all of the systems of the forklift in check. If there is anything wrong, the operator is notified through one of the many icons that monitor truck performance. This can help prevent more damage to the truck excessive downtime

CONFIGURATION		
CHASSIS	1	5,000 lb. Capacity LP Cushion Tire Lift Truck
MAST	1	187'' MFH / 83.1'' OAL / 58.7'' FFH Triplex. .
FORKS	1	1.5" X 3.9 X 48" Hook Type - Pallet
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
POWERTRAIN	1	EK25 2.5L 4 Cylinder Gas and LPG Engine
POWERTRAIN	1	Single Speed Transmission
CARRIAGE	1	Carriage, Standard Design
SIDESHIFTER	1	Side shifter - Hang-On
DRIVE & STEER TIRES	1	Traction - Std Tire
LOAD BACKREST	1	Load Backrest: 48.0" (1220mm) High
HYDRAULIC ACTIVATION	1	3-Spool Valve
HYDRAULIC ACTIVATION	1	Control Levers - Separate Lift / Tilt
HYDRAULIC HOSING OPTIONS	1	Single Internal Hosing - Triplex Mast
HYDRAULIC SYSTEM OPTIONS	1	Quick Disconnect - None
OVERHEAD GUARD	1	Standard Overhead Guard - 82.1" To Top
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	LPMax - Enhanced Low LP Fuel Warning (STD)
PRODUCTIVITY OPTIONS	1	Low LP Fuel/Starter Protection
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	No Travel Speed Control
PRODUCTIVITY OPTIONS	1	LPG Tank Bracket - Swing-Out (w/ Open Bracket Alarm) [STD]
PRODUCTIVITY OPTIONS	1	Standard Transmission Control
SPEED CONTROL	1	Ground Speed Control [STD]
SPEED CONTROL	1	Controlled Acceleration Mode & Travel Speed Control - Power/Economy Mode Rocker Switch Only [STD]
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Standard Battery - 85 AH [STD]
SPECIAL APPLICATIONS OPTIONS	1	Mast Mounted Hooks - None
SPECIAL APPLICATIONS OPTIONS	1	Standard Capacity Plate Holder
SPECIAL APPLICATIONS OPTIONS	1	Standard Rubber Pedal Surface
SPECIAL APPLICATIONS OPTIONS	1	Standard Drum Brake
SPECIAL APPLICATIONS OPTIONS	1	Wheel Well Covers - Slotted [STD]
SPECIAL APPLICATIONS OPTIONS	1	Standard Muffler [STD]
TRAVEL SPEED HIGH	1	Standard
TRAVEL SPEED LOW	1	Low Speed - None
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Seatbelt Warning - Light and Buzzer [STD]
WARNING / LIGHT OPTIONS	1	Parking Brake / Transmission Interlock (Includes Parking Brake Warning Light)
WARNING / LIGHT OPTIONS	1	Backup Alarm [STD]
WARNING / LIGHT OPTIONS	1	LED Turn, Stop & Backup Lights - Vertical [STD]
SEAT	1	Full Suspension Seat - Vinyl [STD]
SEAT	1	Orange Seat Belt [STD]
ACCESSORIES	1	Rubber Floor Mat [STD]

GC25N7 - 5,000 lb. Capacity LP Cushion Tire Lift Truck

ACCESSORIES	1	Key Switch - Same Key Numbering
ACCESSORIES	1	Document Clip - Top Panel Mounted [STD]
ACCESSORIES	1	Shrink Wrap Holder - None
ACCESSORIES	1	Rearview Mirrors - Glass - Left and Right Side
LANGUAGE MARKINGS	1	Language Markings - English LBS/KG

GC25N7 WARRANTY

GC25N7	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months; 4000 Hours Powertrain

GC25N7 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. LP Cushion ForkLift sourcewell #47718	$34,460.14	$34,460.14	
	PRICE INCLUDES FREIGHT, DEALER PREP, LOCAL DELIVERY			
	SPECIFIED INVESTMENT TOTAL:		$34,460.14	

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ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City of Rolla Public Works	Wiese USA
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Sean Welek Printed name
Title/Position	Sales Representative Title/Position
Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

PROPOSAL VALIDITY PERIOD: Unless otherwise indicated on the proposal, written proposals by Wiese USA, Inc. shall expire automatically seven (7) days after the date appearing on the proposal unless Wiese USA, Inc. receives and accepts Customer's order within that period.
STANDARD TERMS: Net 10 days, subject to credit approval. Lease rates are subject to credit approval/documentation. Freight, surcharges, and applicable taxes may apply. Wiese Terms and Conditions are subject to change.
CANCELLATION OR CHANGES : Customer agrees to pay costs and expenses, up to 100% of the order value, incurred as a result of any cancellation or change.
WARRANTY: To the extent permitted, Wiese will pass to Customer any applicable manufacturer's warranty of the Products, and makes no other warranties express or implied. Used Equipment is sold "as is" unless noted otherwise in this proposal.
MISCELLANEOUS: Customer represents that it shall possess and will maintain all applicable and required permits, licenses, approvals, registrations, consents and certificates.
ENTIRE AGREEMENT: This Order constitutes the entire agreement between the parties . Any modification must be made in writing and approved by both parties. Any service work to be performed by Wiese is subject to separate terms and conditions.

Rolla Downtown Business Association

BOO PALOOZA



- FREE EVENT
- SAFE TRICK OR TREATING

- LIVE DJ
- FOOD TRUCKS

SATURDAY, OCTOBER 31 · 5 – 7:30 PM

FEATURING DJ HARTFLOW

DOWNTOWN ROLLA ·FESTIVAL LOTS·

(ACROSS FROM CITY HALL · 9TH & ELM ST)

SPONSORED BY:

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SCAN HERE

SCAN HERE TO SIGN UP FOR A BOOTH SPACE!