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

COUNCIL PRAYER

Ministerial Alliance

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

PRESIDING: Mayor Pro-Tempore Kevin Greven

COUNCIL ROLL: Vacancy, AUGUST ROLUFS, ANDREW BEHRENDT, NATHAN CHIRBAN, STEVE JACKSON, AARON PACE, WILLIAM HAHN, TOM MC NEVEN, KEVIN GREVEN, DAVID SHELBY, TINA BALCH AND MICHEAL DICKENS

PLEDGE OF ALLEGIANCE

Councilwoman Balch

I. CONSENT AGENDA -

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes September 2nd, 2025
 - 2. Closed Session Minutes September 2nd, 2025
 - 3. City Council Minutes September 17th, 2025
 - 4. City Council Workshop Minutes September 17th, 2025

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

- a) Environmental Services Department Monthly Report August 2025
- b) Building Codes monthly report August 2025
- c) Rolla Municipal Court summary August 2025
- d) Police Department Monthly Report August 2025
- e) Animal Control Division Report August 2025
- f) The Centre Income Statement ending August 2025
- g) Fire Incident Report for August 2025
- h) City of Rolla Financials for August 2025

III. PUBLIC HEARINGS -

A. Public Hearing and Ordinance to approve the renaming of Sandstone Street to Sandstone Drive. (City Planner Tom Coots) Public Hearing/First Reading

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

V. OLD BUSINESS -

- A. **Ordinance** to approve Preliminary Engineering Agreement with BNSF for 18th/Bardley Roundabout. (Public Works Director) **Final Reading**
- B. **Ordinance** to enter into agreement with MoDOT for Transportation Alternatives Funds Agreement to replace 45 non-compliant curb ramps. (PW Director Darin Pryor) **Final Reading**.
- C. **Ordinance** amending Sec.31-3 of the Rolla City Code pertaining to Park Hours. (Parks Director Floyd Jernigan) **Final Reading**
- D. **Ordinance** approving a CUP to allow an Agricultural Business Use (golf driving range) in the R-1, Subruban Residential district at 1905 Country Ridge Rd. (City Planner Tom Coots) **Final Reading**

VI. NEW BUSINESS -

- A. **Ordinance** authorizing a Municipal Agreement with the Missouri Highways and Transportation Commission for repairs to the 10th Street (Route BB) bridge over the railroad. (Public Works Director, Darin Pryor) **First Reading**
- B. **Ordinance** prohibiting parking on Little Oaks Road between Route 63 and Rolla Street. (PW Director Darin Pryor) **First Reading**
- C. **Ordinance** authoring the execution of an Airport Infrastructure Grant Agreement with the Missouri Highways and Transportation Commission. (PW Director Darin Pryor) **First Reading**
- D. **Ordinance** regarding the rights and duties of pedestrians and motorists in roadways and intersections. (Police Chief Sean Fagan) **First Reading**
- E. **Ordinance** to amend Chapter 18 of the City Code pertaining to trash service fees. (Environmental Services Director Roger Pankey) **First Reading**
- F. **Discussion/Motion** to ratify the Centre's Natatorium (indoor pool)-continued operation. (City Administrator John Butz)

VII. CLAIMS and/or FISCAL TRANSACTIONS -

- A. Motion to award bid to Fabick Cat for a Caterpillar 430 Backhoe. (PW Director Darin Pryor)
- B. **Motion** to award bid to:
 - a. Rush Truck Centers of Missouri for the purchase of an International HV507 truck.
 - b. Viking-Cives Midwest for a 16' dump bed. (PW Director Darin Pryor)
- C. **Motion** to ratify City Administration's renewal with Sunlife for excess coverage for health insurance. (City Administrator, John Butz)

VIII. CITIZEN COMMUNICATION

IX. MAYOR/CITY COUNCIL COMMENTS

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next City Council meeting, Monday, October 20th.
- B. Gina Zervos RHS Director of Communications: 2025 Homecoming Parade on Thursday, October 16th at 6:00 p.m.
- A. **CLOSED SESSION** Closed Session per RSMo 610.021 NONE

XI. ADJOURNMENT -

ROLLA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 2ND, 2025; 6:30 P.M. ROLLA CITY HALL COUNCIL CHAMBERS 901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits IV

<u>Council Members in Physical Attendance:</u> August Rolufs, Andrew Behrendt, Nathan Chirban, Aaron Pace, Steve Jackson, William Hahn, Tom McNeven, Kevin Greven, David Shelby, and Micheal Dickens.

Council Members Absent: Ward 1 Vacancy and Tina Balch

Department Directors and Other City Officials in Physical Attendance: Public Works Director Darin Pryor, Fire Chief Jeff Breen, Community Development Director Dawn Bell, Environmental Service Director Roger Pankey, Parks Director Floyd Jernigan, City Planner Tom Coots, Interim Centre Recreation Director Josh Stephens, Police Major Will Loughridge, Finance Director Steffanie Rogers, City Administrator John Butz and City Counselor Nathan Nickolas.

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

I. CONSENT AGENDA –

- A. Consider Approval of the City Council Minutes of:
 - A. City Council Minutes August 4th, 2025
 - B. Closed Session Minutes August 4th, 2025
 - C. City Council Minutes August 18th, 2025
 - D. City Council Workshop Minutes August 25th, 2025

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

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

- a) Environmental Services Department Monthly Report July 2025
- b) Building Codes monthly report July 2025
- c) Police Department Monthly Report July 2025
- d) Animal Control Division Report July 2025
- e) The Centre Income Statement ending July 2025
- f) Fire Incident Report for July 2025
- g) City of Rolla Financials for July 2025
- h) Rolla Municipal Court summary July 2025
- i) Enhanced Enterprise Zone Board Minutes for August 21, 2025

There were no notable comments or questions regarding the reports.

III. PUBLIC HEARINGS -

A. **Public Hearing and Ordinance** to approve the FY 2026 Budget and 2026 Sewer Fees. (City Administrator John Butz) Mayor Magdits opened the public hearing at 6:32 p.m. City Administrator John Butz shared the budget as it had been reviewed during the August 25th workshop. There is \$1 per month sewer service availability fee increase as well as a 8%-10% increase on trash fees for residential and commercial customers. With no other questions, Mayor City Counselor Nathan Nickolaus explained a fee verses a tax pertaining to the Hancock Amendment. Magdits closed the public hearing at 6:39 p.m. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025 AND APPROPRIATING FUNDS PURSUANT THERETO.

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

V. OLD BUSINESS -

- A. **Ordinance** to approve the Conditional Use Permit to allow an Agricultural Business Use (golf driving range) in the R-1, Suburban Residential district at 1905 Country Ridge Rd. (Com. Dev. Director Dawn Bell) There were multiple concerns expressed about the lack of clearly defined conditions within the ordinance regarding the CUP. A motion was made by Hahn, seconded by Jackson, to table the discussion until the first meeting in October, to allow staff time to amend the ordinance with greater specificity. Motion passed unanimously by voice vote.
- B. **Ordinance** to approve the vacation of an easement at 418 Hutchinson Drive. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the ordinance for its final reading by title: ORDINANCE 4874: AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT LOCATED AT 418 HUTCHINSON DRIVE. A motion was made by Chirban, seconded by Hahn to approve the ordinance. A roll call showed: Rolufs, Behrendt, Chirban, Pace, Jackson, Hahn, McNeven, Greven, Shelby, and Dickens. Nays: None.

VI. NEW BUSINESS –

- A. **Ordinance** to approve the 2025-2026 sewer service availability fee increase. PW Director Darin Pryor presented the proposed increases as discussed in the earlier public hearing and as is included in the proposed 2025-2026 Budget. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.
- B. **Motion** to appoint a Council attendee or to delegate same to the City Administrator for the Annual LAGERS meeting, October 30th-31st, 2025. (City Administrator John Butz) <u>A motion was made by Jackson to nominate Greven, seconded by Chirban. Motion passed unanimously by voice vote. Councilman Greven accepted the nomination.</u>

C. **Resolution** to demonstrate support for a possible affordable housing project by showing our commitment to extend the Acorn Trail. (Community Development Director Dawn Bell) City Counselor Nathan Nickolaus read the resolution for one reading, by title: RESOLUTION 2073: A RESOLUTION EXPRESSING THE CITY OF ROLLA'S SUPPORT FOR TERRAVEST DEVELOPMENT CORP'S HOUSING PROJECT, PARK POINTE, AND ITS APPLICATION TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR TAX CREDITS, INCLUDING THE CITY'S COMMITMENT TO SUPPORT EXTENSION OF THE ACORN TRAIL. A motion was made by Greven, seconded by Shelby, to approve the resolution. Motion passed unanimously by voice vote.

VII. <u>CLAIMS and/or FISCAL TRANSACTIONS</u> – None

VIII. CITIZEN COMMUNICATION

- 1. Judy Jepson and Russ Schmidt brought Annie the Shelter Therapy Dog for introduction.
- 2. Debbie Castle resident of the county: Spoke in support of the pool and asked questions for clarification.
- 3. Julie Murry Spoke in favor of the pool and shared her personal story of recovery during and after illness
- 4. Penelope Isik Spoke in favor of the pool and shared personal Physical Therapy success due to her pool usage.
- 5. Loraine McFarland Asked questions regarding a possible tax on the April and shared that she had attended the Phelps County Commissioners to discuss a County-wide initiative.
- 6. Leslie Malott asked questions regarding the different pools.
- 7. Kristy Bennett stated her support and feels that the community would be more receptive to passing a tax if it was proposed again.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Consider to further table the Centre discussions until the September 17th Council Meeting. (No motion needed as it was tabled at the previous August 18th meeting.
- B. Councilman Chirban commented on all the new events being posted on the Park's Department website and asked Parks Director Floyd Jernigan to share about the new Introduction to Archery class for kids being hosted in conjunction with the Missouri Conservation Department, on September 13th at Eugene Northern.
- C. Councilman Greven talked about Fort Leonard Wood and its importance to Rolla.

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. (cancelled) Next Council Workshop, **Tuesday, September 9th, 2025** (Note: This will begin in closed session then move to open session). It was later decided that this tentative date was to be cancelled. More discussion will be had on this in the future.
- B. Next City Council meeting, Wednesday, September 17th (due to MML Conference)
- C. Community Development Director Dawn Bell shared that mandatory classes for the Managed Deer Hunt will be on September 4th at 5:30 p.m., September 8th at 5:30 p.m., and September 10th, at 7:00 a.m. in the City Council Chambers.
- D. Mayor Magdits encouraged everyone to attend the Fall Nature Festival & Native Plant Sale scheduled for Saturday, September 13th from 8:00 a.m.-2:00 p.m. at the Audubon Trails Nature Center. Parks Director Floyd provided more detail as to the offerings of the event.

E.	Parks Director Floyd Jernigan invited everyone to the Canine Plunge at the Splash Zone Waterparl
	on September 13 th from noon to 2:00 p.m.

XI. CLOSED SESSION -

A. Closed Session per RSMo 610.021 – (12) Contract Negotiations (18) Law Enforcement Investigation.

At 8:19 p.m., a motion was made by Jackson, seconded by Hahn, to go into closed session. A roll call vote showed: Ayes: Greven, McNeven, Behrendt, Jackson, Chirban, Pace, Dickens, Rolufs, Shelby, and Hahn. Nays: none.

At 9:52 p.m., Council returned from closed session where there were no final actions taken.

XII. <u>ADJOURNMENT</u> –

With nothing further to discuss, Mayor	Magdits adjourned the meeting at 9:52 p.m.
CITY CLERK	MAYOR

ROLLA CITY COUNCIL MEETING MINUTES WEDNESDAY, SEPTEMBER 17TH, 2025; 6:30 P.M. ROLLA CITY HALL COUNCIL CHAMBERS 901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits IV

<u>Council Members in Physical Attendance:</u> August Rolufs, Andrew Behrendt, Aaron Pace, Steve Jackson, William Hahn, Tom McNeven, Kevin Greven, David Shelby, Micheal Dickens and Tina Balch.

Council Members Absent: Ward 1 Vacancy and Nathan Chirban

Department Directors and Other City Officials in Physical Attendance: Public Works Director Darin Pryor, Fire Chief Jeff Breen, Community Development Director Dawn Bell, Environmental Service Director Roger Pankey, Parks Director Floyd Jernigan, City Planner Tom Coots, Interim Centre Recreation Director Josh Stephens, Police Major Will Loughridge, Finance Director Steffanie Rogers, City Administrator John Butz and City Counselor Nathan Nickolas.

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

I. **PUBLIC HEARINGS** - None

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

III. OLD BUSINESS –

A. **Ordinance** to approve the FY 2026 Budget. (City Administrator John Butz)

A motion was made by Hahn to amend the ordinance to read, "All expenditures represented by this budget that require individual prior City Council resolution or ordinance shall include an executive summary that includes the following information: Department Head: Action Requested: Item/Subject: Budget Appropriation: Fund and Account Title: Fund/Account Budgeted 2025/26: Amount previously allocated." Motion was approved unanimously by those present.

A motion was made by Hahn regarding a new Finance report, but was later withdrawn to allow Administration time to explore options.

City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4875: AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025 AND APPROPRIATING FUNDS PURSUANT THERETO. A motion was made by Greven, seconded by Behrendt to approve the ordinance as amended. A roll call vote showed: Ayes: Balch, Dickens, Greven, Jackson, Hahn, McNeven, Pace, Shelby, Behrendt, and Rolufs. Nays: none.

B. **Ordinance** to approve the 2025-2026 sewer service availability fee increase. (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4876: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER. A motion was made by Jackson, seconded by Hahn to approve the ordinance. A roll call vote showed: Ayes: Behrendt, Jackson, Dickens, Shelby, Greven, Hahn, Rolufs, Pace, Balch, and McNeven. Nays: none.

IV. NEW BUSINESS -

- A. **Ordinance** to approve Preliminary Engineering Agreement with BNSF for 18th/Bardsley Roundabout. (Public Works Director) In 2021, Lochmueller Group recommended a single-lane roundabout based on a traffic study. Council approved continued design work in January to determine right-of-way needs. Lochmueller has been coordinating the design with BNSF, who is requiring a Preliminary Engineering Services Agreement for plan review by a third-party consultant. Council requested that the full traffic study from 2021 be emailed for review. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND BNSF RAILWAY COMPANY.
- B. **Ordinance** to enter into agreement with MoDOT for Transportation Alternatives Funds Agreement to replace 45 non-compliant curb ramps. (PW Director Darin Pryor) City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE REPLACEMENT OF APPROXIMATELY 45 ADA CURB RAMPS.
- C. **Ordinance** amending Sec.31-3 of the Rolla City Code pertaining to Loitering and Park Hours. (Parks Director Floyd Jernigan) A motion was made by Hahn, seconded by McNeven, to amend the proposed ordinance to read, "It shall be unlawful for any person to enter or remain in any city outdoor park or playground from one (1) hour after sunset to one (1) hour before sunrise, except in areas illuminated for the purpose of nighttime activities and when Parks Department sanctioned activities are taking place". The motion passed unanimously by voice vote. City Counselor Nathan Nickolaus read the ordinance for its first reading by title: AN ORDINANCE TO AMEND THE CITY CODE REGARDING PARK HOURS.

V. CLAIMS and/or FISCAL TRANSACTIONS –

A. **Motion** to award bank depository services to Phelps County Bank for a 4-year term expiring in 2029. (Finance Director Steffanie Rogers) A motion was made by Greven, seconded by Jackson, to award the bid to Phelps County Bank. Motion passed unanimously by voice vote.

VI. <u>CITIZEN COMMUNICATION</u>

Note: Mayor Magdits moved to address Mayor/Council Comments before hearing Citizen Communication.

Several citizens spoke in support of The Centre and asked questions seeking clarification on various aspects of the Mayor's previous statement. Speakers included:

- 1. Debbie Castle
- 2. Cindy Samaritz
- 3. Carlton Frederickson
- 4. Shawn Murphy
- 5. Colin Gentry
- 6. Anne West
- 7. Tyler Johnson
- 8. Thomas Maples shared his concerns regarding the proposed Park's ordinance and the 18th/Bardsley round about that is still being designed.
- 9. Charlie Courts (resident of Rolla Towers) shared his issues with the Rolla Housing Authority.
- 10. Zephryne Milbandt: Asked for consideration on the placement of more bike racks around town.

VII. MAYOR/CITY COUNCIL COMMENTS

A. Mayor update on Rec Center/Natatorium.

Mayor Magdits began with a summary on the Centre's business model change from a traditional community recreation center to a medically integrated facility and reminded Council that The Centre is the only Certified Medical (recreational) facility in Missouri.

The Natatorium is operating at a \$50-\$300K annual deficit, while SplashZone was losing a similar amount over just a three-month period. Additionally, approximately \$700K in capital expenditure repairs are needed." There was discussion about the possibility of approaching voters for a small sales tax for the purpose of repairs and modifications on the pool. Specifics on ballot language will have to be finalized by January 2026, for an April election. That timeline would give citizens 60-90 days for citizens to express what they would like to see on the ballot and for citizen interest groups to organize for community education and support. An architect and planning feasibility firm who specializes in recreation centers, will need to be hired for further planning.

- B. Councilman Jackson commented that he attended the last RACC luncheon where a presentation was made regarding the Missouri S&T Protoplex. He was excited about the hundreds of jobs this may create in Rolla.
- C. Councilman Hahn shared information about the upcoming Ranney Run which has raised significant funds and been a champion for the Animal Shelter for almost a decade.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next City Council meeting, Monday, October 6th.
- B. Public Works Director Darin Pryor shared that the Arts and Crafts event will be October 4th from 9:00 am -3:00 pm with 100+ vendors.
- C. Park's Director Floyd Jernigan shared that Kid's Night Out would be Saturday, September 27th and details about a Free PE class at Eugene Northern.
- D. Councilman Jackson asked if there would be a fall clean-up. Env. Ser. Director Roger Pankey shared that this event was only in the spring.

IX. CLOSED SESSION -

A. Closed Session per RSMo 610.021 – (12) Contract Negotiations

At 8:49 p.m. a motion was made by Shelby, seconded by Balch, to go into closed session. A roll call vote showed: Ayes: McNeven, Behrendt, Jackson, Hahn, Pace, Dickens, Rolufs, Greven, Balch, and Shelby.

At 10:01 Council returned from closed session where there were no final actions taken.

X. ADJOURNMENT -

With nothing further to discuss, Mayor Magdits adjourned the	meeting at 10:01 p.m.
CITY CLERK	MAYOR

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AUGUST MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Aug 2025	Jul 2025	Aug 2024	Year-to-Date 2025	Year-to-Date	Yearly Total 2024
Cardboard	99.4 ton	150.9 ton	131.7 ton	963.2 ton	991.7 ton	1,434.5 ton
Newspaper	35.3 ton	16.6 ton	16.4 ton	210.6 ton	193.0 ton	297.8 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	17.9 ton	17.3 ton	17.3 ton
Aluminum	2.3 ton	0.0 ton	2.4 ton	12.0 ton	9.5 ton	16.5 ton
Steel Cans/Scrap Metal	3.1 ton	2.7 ton	2.2 ton	31.0 ton	30.0 ton	45.4 ton
Plastic	8.9 ton	10.1 ton	10.5 ton	59.8 ton	60.7 ton	87.1 ton
Glass	25.2 ton	0.0 ton	0.0 ton	143.7 ton	141.5 ton	190.1 ton
Batteries	0.0 ton	0.0 ton	4.1LBS ton	2.7 ton	0.9 ton	0.9 ton
Electronic Waste	0.0 ton	7.3 ton	3.1 ton	26.2 ton	27.5 ton	39.1 ton
Household HW	23lb 130gal	o 130gal ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton
TOTAL	174.2 ton	187.6 ton	166.3 ton	1,467.2 ton	1,471.8 ton	2,128.6 ton

SERVICES PROVIDED

Type of Service	Aug 2025	Jul 2025	Aug 2024	Year-to-Date 2025	Year-to-Date 2024	Yearly Total 2024
Special Pick-ups	45	54	49	324	280	414
Paper Shredding	3.5 hours	3.5 hours	2.8 hours	32.8 hours	43.5 hours	60.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	120	104	110	827	762	1132

DISPOSAL TONNAGE

(Sanitation Division)

Material	Aug	Jul	Aug	Year-to-Date	Year-to-Date	Yearly Total
	2025	2025	2024	2025	2024	2024
Refuse	1,609.6 ton	1,998.8 ton	1,641.3 ton	13,956.7 ton	12,931.1 ton	19,044.5 ton

-0.31%

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Management Report FISCAL YEAR 2025

August 2025

		UGUST			UST	_	YT			YT		ΔCH	
BUILDING PERMITS ISSUED	FY 2025 # Value		#	FY 2024 # Value		FY 2025 # Value		FY 2024 # Value		024 Value	FY 24	- FY 25 S VALUE	
PERMITS ISSUED	48	\$ 2,868.	550 34	Т	2749775	513	Г		380			35.0%	
Electric, Plumbing, etc. Only	25	\$	- 11	\$		290	\$		174	\$		66.7%	
Single Famil Detached		\$	- 3	\$	810,000	111	\$	3,360,000	23	\$	5,885,890	-52.2%	-42.9%
Single Family Attached	6	\$ 660,	000 -	\$		9	\$	1,410,000	18	\$	2,678,000	-50.0%	-47.3%
Duplexes		\$	100000000	\$	Commence of the State of the St	5	\$	1,202,240	1	\$	300,000	400.0%	300.7%
3-or-4 family	1	\$ 520.	000 1	\$	425,000	5	\$	2,545,000	5	\$	2,565,000	0.0%	-0.8%
5-or-more family	-	\$		\$		-	\$		1	\$	3,000,000	-100.0%	-100.0%
Hotels, Motels		\$	-	\$			\$	- 1		\$	-		
Other nonhousekeeping shelter	-	\$		\$			\$	10	1	\$	22,000	-100.0%	-100.0%
Amusement, social, recreational	- 1	\$	- 70,500	\$		-	\$	1000	2 2 // V/II -	\$			
Churches, other religious	-0	\$		\$	-		\$	-		\$	Track and		
Industrial	- 1	\$	-	\$	- 1798E		\$		2	\$	2,900,000	-100.0%	-100.0%
Parking garages	-	\$	•	\$	-	4	\$	317,000	2	\$	170,000	100.0%	86.5%
Service stations, repair garages		\$	-	\$	-	-	\$		-	\$	-		
Hospitals, institutional	- 1	\$	-	\$		-	\$	-	-	\$			
Offices, banks, professional	-)	\$	-	\$	-	1	\$	4,387,038		\$			
Public Works, utilities	- X40 55a	\$	- 1	\$			\$	-		\$			
Schools, other educational	-	\$		\$	- L	-	\$	-		\$	•		
Stores, customer	-	\$	-	\$	-	2	\$	2,700,000	2	\$	2,100,000	0.0%	28.6%
Towers, antennas		\$	-	\$			\$	-	1	\$	250,000	-100.0%	-100.0%
Signs, attached and detached	5			\$	12,500	38	\$	7,293,230	49	\$	838,435	-22.4%	769.9%
Residential addition, remodel	8	\$ 60,	850 8	\$	413,775	85	\$	2,165,099	46	\$	1,323,548	84.8%	63.6%
Commercial addition, remodel	3	\$ 1,603,	000 8	\$	1,088,500	39	\$	19,058,700	53	\$	9,148,374	-26.4%	108.3%
Residential garage, carport	-]	\$	- *************************************	\$	-	5	\$	175,603	-	\$	-		i .
Demolition, single family	- 1	\$	-	\$		14	\$	- 1	3	\$	-	366.7%	#DIV/0!
Demolition, 2-family		\$		\$		1	\$	-	-	\$			
Demolition, 3-or-4 family	-	\$	- 1	\$		-	\$		-	\$		- v	1
Demolition, 5-or-more family	-	\$	- 11- 1-11-11-1	\$		-	\$	-		\$			
Demolition, all other	- 1	\$	•	\$		6	\$	•	3	\$		100.0%	7
Total Residential Units	16	\$ 1,180,000	0.00 7	\$	1,235,000.00	56	\$	8,517,240	125	\$	14,852,466	-55.2%	-42.7%
EST. CONSTRUCTION COSTS		\$ 2,868,550	- 0.00	\$	2,749,775.00		\$	44,613.910		\$	31,604,823	#DIV/0!	41.2%
Building Permit Fees		\$ 9,210	.85	\$	9,681.35		\$	118,599		\$	101,114	#DIV/0!	17.3%
FEES		\$ 25,810	.85	\$	21,131.35	-	\$	274,449	-	\$	237,338	#DIV/0!	15.6%

INSPECTIONS PERFORMED	AUGUST	AUGUST	YTD	YTD	FY
	FY 2025	FY 2024	FY 2025	FY 2024	FY 24 - FY 25
Building Inspections	157	117	1231	1,469	-16%
Electrical Inspections	48	61	762	853	-11%
Excavation Inspections	0	0	0	0	#DIV/01
Plumbing Inspections	48	54	454	643	-29%
Mechanical Inspections	11	35	319	356	-10%
Code Inspections	159	157	1532	2,100	-27%
Nuisance Inspections	173	214	1514	1,326	14%
Business License Inspections	17	10	87	130	-33%
TOTAL INSPECTIONS	613	648	5899	6,877	-14%

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION	Municipality: Rolla Municipal Reportin				ng Period: Aug 1, 2025 - Aug 29, 2025						
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401											
Physical Address: 901 NORTH	County: Phelps Coul	nty	Circuit: 25								
Telephone Number: (573)3648	3590		Fax N	lumber:							
Prepared by: Relauun Smith			E-ma	l Addres	ss:						
Municipal Judge: Brad Neckermann											
II. MONTHLY CASELOAD INF	ORMATION		E and a various		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance				
A. Cases (citations/informations	s) pending at sta	art of month			20	772	200				
B. Cases (citations/informations	s) filed				5	224	30				
C. Cases (citations/informations	s) disposed										
1. jury trial (Springfield, Jeffer	son County, and	d St. Louis C	ounty o	only)	0	0	0				
2. court/bench trial - GUILTY					0	0	1				
3. court/bench trial - NOT GU	ILTY				0	0	0				
4. plea of GUILTY in court					2	65	14				
Violations Bureau Citations forfeiture by court order (as part)			nd bon	d	0	88	0				
6. dismissed by court					0	2	3				
7. nolle prosequi					0	39	5				
8. certified for jury trial (not he	ard in Municipa	l Division)			0	0	0				
9. TOTAL CASE DISPOSITION	ONS				2	194	23				
D. Cases (citations/informations caseload = (A+B)-C9]	s) pending at en	d of month [pendin	9	23	802	207				
E. Trial de Novo and/or appeal	applications file	d			0	0	0				
III. WARRANT INFORMATION	(pre- & post-d	isposition)	JV. PA	RKING	TICKETS						
1. # Issued during reporting per	riod	48	1. # ls	sued du	uring period		45				
2. # Served/withdrawn during re	eporting period	55		E Com	t staff does not proce	es narkin					
3. # Outstanding at end of repo	rting period	835		Court staff does not process parking tickets			a doirete				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION Municipality: Rolla Municipal Reporting Period: Aug 1, 2025 - Aug 29, 2025

V. DISBURSEMENTS								
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)								
Fines - Excess Revenue	\$6,599.50							
Clerk Fee - Excess Revenue	\$804.00							
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$24.79							
Bond forfeitures (paid to city) - Excess Revenue	\$0.00							
Total Excess Revenue	\$7,428.29							
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)								
Fines - Other	\$5,465.50							
Clerk Fee - Other	\$464.94							
Judicial Education Fund (JEF) Court does not retain funds for JEF	\$0.00							
Peace Officer Standards and Training (POST) Commission surcharge	\$105.74							
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$753.96							
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$14.35							
Law Enforcement Training (LET) Fund surcharge	\$212.00							
Domestic Violence Shelter surcharge	\$212.00							
Inmate Prisoner Detainee Security Fund surcharge	\$0.00							
Restitution	\$0.00							
Parking ticket revenue (including penalties)	\$0.00							
Bond forfeitures (paid to city) - Other	\$500.00							
Total Other Revenue	\$7,728.49							

and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

Court Automation \$740.22

Law Enf Arrest-Local \$180.00

Total Other Disbursements \$920.22

Total Disbursements of Costs, Fees,

Surcharges and Bonds Forfeited

Bond Refunds

Total Disbursements

Other Disbursements: Enter below additional surcharges

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110
OSCA Help Desk: 1-888-541-4894 Fax: 573-526-0338 <u>Email: MunicipalDivision.Reports@courts.mo.gov</u>

\$16,077.00

\$1,106.00

\$17,183.00

Rolla Police Department Monthly Report YTD 2025

Part I Crimes

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

	<u>Criminal</u>			<u>Felony</u>						Change from
	<u>Homicide</u>	Rape	Robbery	<u>Assault</u>	Burglary	Larceny	Auto Theft	<u>Arson</u>	<u>Total</u>	Previous Yr
August	0	0	0	2	1	25	2	0	30	
YTD 2025	0	8	3	39	39	228	20	2	339	
2024	0	13	4	60	59	427	42	4	609	- 16.69%
2023	0	8	6	55	85	514	58	5	731	-8.85%
2022	0	7	6	94	119	528	44	4	802	-1.11%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%

Overdoses

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

	Overdose Calls for Service	Narcan Administered by RPD	Overdose Deaths
August	8	1	0
YTD 2025	54	10	2
2024	73	13	2
2023	111	38	9
2022	132	42	10
2021	138	58	15

Rolla Police Department Monthly Report YTD 2025

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024 YTD	% Increase
Abandoned/Recovered Property	13	9	11	12	15	19	20	23					122	168	-27.38%
Abandoned Vehicle	15	16	15	17	17	15	17	24					136	152	-10.53%
Accident - Fatality	12	22	17	20	0 21	0	0	0 21					147	143	#DIV/0!
Accident - Injury Accident - Leave The Scene	17	14	19	17	15	18 12	16 14	14					122	99	2.80% 23.23%
Accident - No Injury	32	37	33	33	33	32	33	40					273	329	-17.02%
Accident - Private Property	18	24	23	31	22	20	22	23					183	162	12.96%
Accident - Road Blocked	8	5	6	10	10	8	5	6					58	42	38.10%
Adult Abuse	0	0	2	0	0	ō	0	ō					2	0	#DIV/01
Alarm LE	79	48	67	62	52	43	58	54					463	471	-1.70%
Animal Bite/Attack	2	4	1	5	7	2	9	4					34	14	142.86%
Animal Control	69	71	77	94	116	86	92	102					707	836	-15.43%
Arson	0	0	0	0	0	0	0	0					0	0	#DIV/0!
Assault	3	3	14	9	14	7	8	19					77	107	-28.04%
Assist Agency Non-LEA	58	61	144	69	61	74	64	84					615	584	5.31%
Assist Citizen	12	10	27	9	11	22	15	12					118	99	19.19%
Assist LEA	7	11	11	9	14	19	17	23					111	86	29.07%
Assist Motorist	44	48	21	19	19	22	27	20					220	204	7.84%
Bornb Threat	0	1	0	0	0	0	0	0					1	1	0.00%
Building Lockout	0	0	0	9	0	0	0	0					0	4	-100.00%
Burglary	12 451	8 291	11 268	256	10 236	10 176	8 248	18 298					86 2,224	85 1,846	1.18% 20.48%
Business/Building Check Call for Police	53	44	51	51	56	71	70	66					462	479	-3.55%
Check Well Being	95	102	125	100	105	86	127	123					863	897	-3.79%
Child Abuse	3	4	7	6	2	0	2	1					25	25	0.00%
Child Exploitation/Pomography	0	1	ò	1	1	ő	0	o					3	3	0.00%
Compliance Check	0	ó	0	0	0	ō	o	1					1	ō	#DIV/0!
Confidential Investigation	0	0	0	3	0	2	0	2					7	2	250.00%
Conservation Violation	0	0	0	0	0	0	0	0					0	1	-100.00%
Court	8	8	17	10	10	12	6	8					79	65	21.54%
Crossing Guard (Officer coverage)	0	3	2	3	4	0	0	0					12	25	-52.00%
CWB 911 Hangup	58	58	82	69	68	71	97	158					661	1,168	-43.41%
Death	1	0	0	0	0	0	0	0					1	7	-85.71%
Destruction of Property	9	10	7	14	18	17	10	11					96	111	-13.51%
Disturbance-Fireworks	1	0	0	1	0	3	33	2					40	54	-25.93%
Disturbance-Liquor	0	0	2	1	2	0	0	0					5	6	-16.67%
Disturbance-Other	44	48	85	69	76	51	52	64					489	494	-1.01%
Domestic Violence	31	36	43	34	33	32	28	43					280	314	-10.83%
Driving While Intoxicated Drown/Water Rescue	7	4	8	16 1	14	10	15 0	7					81	96 0	-15.63% #DIV/0!
Drug Paraphernalia	5	2	6	2	5	4	6	6					36	49	-26.53%
Escort - Bank	0	1	0	ō	0	Ō	0	0					1	1	0.00%
Escort - Courtesy	9	6	8	3	3	9	3	8					49	44	11.36%
Escort - Funeral	10	10	5	8	7	9	3	7					59	69	-14.49%
Exparte Violation	1	5	2	4	15	5	10	8					50	45	11.11%
Field Interview	45	46	64	31	50	52	70	99					457	347	31.70%
Fight	2	5	2	4	3	8	9	3					36	22	63.64%
Fingerprints	-1	0	2	0	0	2	0	2					7	20	-65.00%
Follow-up	115	115	121	119	119	92	124	141					946	776	21.91%
Foot Patrol	0	0	0	0	0	0	0	0					0	1	-100.00%
Forgery-Counterfeiting	0	4	2	4	3	2	2	0					17	16	6.25%
Found Body	0	0	0	0	0	1	0	0					1	0	#DIV/01
Fraud - Checks/Credit Card	10	14	12	16	26	13	19	21					131	194	-32.47%
Harassment	17	16	23	18	23	26	28	22					173	203	-14.78%
Identity Theft	1	1	3	2	1	0	2	1					11	15	-26.67%
Information Request	246	254	310	235	284	261	247	288					2,125	2,285	-7.00%
Intoxicated Person	4	3	5	2	6	9	3	4					36	38	-5.26%
Jall Incident	0	0	1	0	0	0	0	0					1	0	#DIV/0!
Juvenile Complaint	12	3	10	10	16	5	10	8					74	73	1.37%
Keep the Peace/Standby Kidnapping	11	6	13	14	12	16	11	7 2					90	118	-23.73% 33.33%
Leave without Pay	0	0	0	1	0	0	0	2					3	7	-57.14%
Liquor Violation	0	0	0	0	0	0	0	1					1	1	0.00%
Littering/Dumping	2	1	2	2	3	0	5	5					20	24	-16.67%
Loitering	2	5	7	2	6	6	9	8					45	38	18.42%
Lost or Stolen Property	15	7	12	11	9	13	11	9					87	69	26.09%
Loud Noise Complaint	12	20	29	15	32	17	16	23					164	180	-8.89%
Malicious Mischief	0	1	1	1	2	3	3	1					12	18	-33.33%
Mental Health	21	19	35	14	32	21	15	29					186	247	-24.70%

<u>Description</u>	Jan	Feb	Mar	Apr	May	Jun	Jul 5	Aug	Sep	Oct	Nov	Dec	YTD	2024 YTD	% Increase
Missing Person	5	2	4	5	5	6							39	51	-23.53%
Murder	0	0	0	0	0	0	0	0					0	0	#DIV/0!
Narcotics Violation	9	5	11	6	12	11	11	19					84	121	-30.58%
Notification	3	9	2	3	7	4	11	4					43	0	#DIV/0!
Open Door	2	4	- 11	4	5	2	5	7					40	39	2.56%
Overdose	3	7	4	4	3	9	7	7					44	46	-4.35%
Paper Service	22	28	24	28	24	16	28	28					198	160	23.75%
Prisoner Transport	0	3	3	5	2	6	2	1					22	16	37.50%
Property Damage-Non Criminal	1	1	9	3	0	2	1	3					20	17	17.65%
Prostitution	0	0	0	0	0	0	0	0					0	2	-100.00%
Prowler	1	1	2	3	1	2	3	2					15	29	-48.28%
Public Indecency	0	4	3	1	1	3	2	4					18	16	12.50%
Public Relations	7	7	23	15	22	12	17	14					117	71	64.79%
Pursuit	0	0	1	0	1	0	0	2					4	1	300.00%
Rape/Sexual Assault	1	0	3	1	2	1	1	2					- 11	10	10.00%
Robbery	0	0	0	2	1	2	0	0					5	3	66.67%
Runaway	6	- 11	8	9	1	10	7	4					56	61	-8.20%
Search Warrant	0	1	0	0	0	0	1	0					2	5	-60.00%
Vacation/Security Check	5	4	20	3	27	53	24	2					138	203	-32.02%
Selective Enforcement	0	0	0	0	0	0	0	1					1	2	-50.00%
Sewer Alarm	0	0	0	. 1	0	0	0	1					2	0	#DIV/0!
Sex Offenses	1	7	6	5	2	5	1	2					29	36	-19.44%
Shots Fired	2	2	7	2	1	4	3	4					25	20	25.00%
Soliciting	0	0	1	3	1	1	0	0					6	24	-75.00%
Stabbing or Shooting with Injury	0	0	0	0	0	0	0	0					0	4	-100.00%
Stalking	1	3	1	1	0	2	3	2					13	11	18.18%
Stealing	39	40	61	58	54	57	61	58					428	495	-13.54%
Stolen Vehicle	8	5	3	4	8	9	8	8					53	79	-32.91%
Sulcide	0	0	0	1	0	0	0	0					1	0	#DIV/0!
Suspicious Activity	60	42	72	54	72	73	81	80					534	602	-11.30%
Suspicious Package/Item	1	1	1	0	0	2	0	1					6	4	50.00%
SWAT Callout	0	0	0	0	0	0	2	0					2	0	#DIV/0!
Tampering	2	6	.1	3	3	2	1	3					21	52	-59.62%
Telephone Harassment	8	14	12	13	18	18	19	20					122	127	-3.94%
Tow Sticker Expired	4	9	10	11	6	10	5	12					67	87	-22.99%
Traffic Complaint	154	138	194	123	130	184	150	159					1,232	1,042	18.23%
Traffic Stop	427	208	315	319	319	488	398	341					2,815	2,296	22.60%
Trespassing	30	29	42	41	41	35	53	71					342	317	7.89%
Try to Contact	29	11	21	9	11	13	14	9					117	152	-23.03%
Vehicle Identification	46	18	41	30	48	25	47	43					298	263	13.31%
Vehicle Lockout	2	0	1	0	1	2	0	3					9	10	-10.00%
Vehicle Repossession	8	1	5	6	3	6	4	6					39	35	11.43%
Veterinary Call	0	2	2	3	5	0	5	2					19	18	5.56%
Weapons Violation	1	1	7	3	6	5	4	4					31	31	0.00%
TTGBPOTIS VIOIGNOTI			,	3		3	*	4					31	31	0.00%
Totals	2 504	2 170	2,803	2 361	2 562	2,596	2 703	2,912	0	0	0	0 :	20.698	20,640	0.28%

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Animal Control Monthly Totals										
			ust 2025	•						
ANIMALS IMPOUNDED (INT	AKE)				18877.3		SME MODELLE CO			
	Canine	Feline	Other	Wildlife	Monthly	2025	2024			
			Domestic		Total	YTD Total	YTD Total			
City of Rolla	13	7	0	5	25	299	280			
Rolla Area, (Phelps County)	5	1	0	0	6	22	9			
City of Newburg	0	0	0	0	0	0	0			
Newburg Area	0	0	0	0	0	0	0			
Edgar Springs Area	0	0	0	0	0	0	0			
Other Agencies	0	0	0	0	0	0	0			
St. James Area	0	0	0	0	0	0	0			
Ft. Leonard Wood	0	0	0	0	0	0	0			
Monthly Total	18	8	0	5	31					
2025 YTD Total	158	108	0	56		321				
2024 YTD Total	165	37	2	85			289			
Total Phelps County	2	0	0	0	2	11	19			
ANIMAL DISPOSITION (OUT	COME)	on a		11111 = 177	- Bearing					
	Canine	Feline	Other	Wildlife	Monthly	2025	2024			
			Domestic		Total	YTD Total	YTD Total			
Animals Adopted	5	10	0	0	15	109	93			
Animals Claimed	6	1	0	0	7	59	83			
Euthanized(III/Injured)	0	0	0	0	0	2	9			
Euthanized (Dangerous)	0	0	0	0	0	7	6			
Euthanized(Un-Placed)@	0	0	0	0	0	0	0			
Deceased on Arrival	0	0	0	3	3	40	59			
Transferred to Rescue 3	9	1	0	0	10	46	6			
Wildlife Released	0	0	0	2	2	20	35			
Other/TNR	0	1	0	0	1	23	0			
Monthly Total	20	13	0	5	38					
2025 YTD Total	148	100	0	57		305				
2024 YTD Total	169	37	2	84	·		291			
ADDITIONAL STATISTICS					L. L. 26					
The principal of the second second		Monthly	2025	2024						
		Total	YTD Total	YTD Total						
Adoption Rate (① +③)÷(①+	2+3)	100.00%	100.00%	100.00%						
PR Programs		0	3	3	11.5					
Calls for Service		89	1030	782						
Written Warnings		0	0	0						
Citations		1	1	4	Edu III					
Total Incinerator Hours		0	0	0	THE TY					
		10 12		(f)						

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The Centre Rolla's Health & Recreation Complex Income Statement For the 11 Months Ending August 31, 2025

	Period To Date	PTD Budget	<u>Variance</u>	Last Year	Year To Date	YTD Budget	<u>Variance</u>	Last Year
Members:								
New	97	128	-24%	61	1,136	1,311	-13%	1,076
Net New & Reactivated Bridge/Freezes	(16)	(50)	68%	4	(124)	(112)	-11%	(47)
Cancelled Net	103	113	9%	101	1,028	980	-5%	1,035
Net	(22)	(35)	37%	(36)	(16)	219	-107%	(6)
Total Members	1,868	2,220	-16%	1,896	1,868	2,220	-16%	1,896
Revenues								
Rental & Other							27707	
Conference Room & Other Rental	\$210	\$500	(\$290)	\$295	\$3,420	\$5,500	(\$2,080)	\$6,055
	210	500	(290)	295	3,420	5,500	(2,080)	6,055
Member Services:								
Membership Dues	67,440	76,586	(9,146)	67,362	729,472	824,071	(94,599)	680,110
Guest Fees	6,157	8,000	(1,843)	5,451	82,983	88,000	(5,017)	83,567
Locker Rent	73,921	75 84,661	(10,740)	72,953	2,022 814,478	825 912,896	1,197 (98,418)	765,083
	73,921	04,001	(10,740)	12,933	814,478	912,090	(90,418)	705,083
Fitness:				. 225				
Enrollment Fees/Health Assessments Special Programs	1,922 150	3,192 100	(1,270) 50	1,547 30	17,800 1,575	32,751 1,100	(14,951) 475	15,886 2,338
Special Programs	2,072	3,292	(1,220)	1,577	19,375	33,851	(14,476)	18,224
			(-,)	1,900		03,001	(1.4.1.0)	10,007
Ancillary:								
Swim Programs	5,365	11,000	(5,635)	5,288	63,324	121,000	(57,676)	81,772
General Medical Integration	399	2,970	(2,571)	1,145	9,341	20,790	(11,449)	7,448
Recreation Café	5,160 1,184	6,500 1,250	(1,340) (66)	6,229 981	71,287 13,171	69,000 13,750	2,287 (579)	64,187 12,832
Pro Shop	207	400	(193)	645	3,453	4,400	(947)	2,021
Personal Training	10,640	7,951	2,689	7,696	92,623	86,649	5,974	76,421
Children's Area	2,424	3,000	(576)	2,000	23,508	33,000	(9,492)	23,586
	25,378	33,071	(7,693)	23,984	276,706	348,589	(71,883)	268,267
Total Revenue	101,581	121,524	(19,943)	98,808	1,113,979	1,300,836	(186,857)	1,057,629
Expenses								
Salaries & Burden	97,370	90,179	(7,191)	99,441	1,058,192	985,494	(72,698)	1,034,256
Other Employee Expenses	623	700	77	3,719	12,314	7,700	(4,614)	40,180
General Supplies & Services	1,257	642	(615)	202	6,136	7,062	926	6,547
Environmental Supplies	2,892	1,500	(1,392)	805	29,968	16,500	(13,468)	21,513
Cost of Goods Sold	1,542	905	(637)	1,403	11,394	9,955	(1,439)	8,386
Minor Equipment	20	317	297	396	2,164	3,487	1,323	8,278
Repairs & Maintenance	11,511	3,100	(8,411)	3,100	120,083	34,100	(85,983)	68,320
Service Contracts & Licenses	11,081	10,759	(322)	9,428	111,644	118,349	6,705	97,852
Marketing & Collateral	6,143	7,100	957	4,286	66,111	78,100	11,989	71,967
Utilities Bank Fees & Miscellaneous	15,661 3,746	16,076	415	13,510	184,544	176,836	(7,708)	155,829
Other Taxes & Fees	3,740	4,810 450	1,064 450	5,469 2,250	47,550 3,215	52,910 4,950	5,360 1,735	40,890 4,674
Total Expenses	151,846	136,538	(15,308)	-144,008	1,653,314	1,495,443	(157,871)	1,558,693
Net Operating Income	(50,265)	(15,014)	(35,251)	(45,200)	(539,335)	(194,607)	(344,728)	(501,064)
Management Fees	8,000	10,000	2,000	8,000	90,000	110,000	20,000	94,000
Net Income (Loss)	(\$58,265)	(\$25,014)	(\$33,251)	(\$53,200)	(\$629,335)	(\$304,607)	(\$324,728)	(\$628,254)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$876	\$5,170	(\$4,294)	\$2,771	\$23,118	\$56,870	(\$33,752)	\$44,629
Recreation (Net)	(\$507)	\$3,700	(\$4,207)	\$2,013	\$38,054	\$39,200	(\$1,146)	\$32,249
Café (Net)	\$565	\$625	(\$60)	\$540	\$5,049	\$6,875	(\$1,826)	\$6,441
Pro Shop (Net)	(\$716)	\$120	(\$836)	(\$317)	\$181	\$1,320	(\$1,139)	\$26
Personal Training (Net)	\$4,972	\$3,180	\$1,792	\$2,803	\$35,303	\$34,660	\$643	\$18,194
Children's Area (Net)	(\$432)	\$844	(\$1,276)	(\$3,908)	(\$13,749)	\$9,284	(\$23,033)	(\$3,316)
Total Ancillary Services Net Income (Loss)	\$4,758	\$13,639	(\$8,881)	\$3,902	\$87,957	\$148,209	(\$60,252)	\$98,223

The Centre Rolla's Health & Recreation Complex Operations Report August 2025

-16%

1,896

Rillable Members						
	800	Londo	do	860	المصا	

Total Members

	C	Current Month						
	Actual	Budget	Variance	Actual				
New	97	128	(31)	61				
Net New & Reactivated Bridge/Freeze	(16)	(50)	34	4				
Cancelled	103	113	10	101				
Net	(22)	(35)	37%	(36)				

1,868

Fis	Last Year		
Actual	Budget	Variance	Actual
1,136	1,311	(175)	1,076
(124)	(112)	(12)	(47)
1,028	980	(48)	1,035
(16)	219	-107%	(6)

-16%

1,896

2,220

1,868

Members - Trend	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025	July 2025	Aug 2025	PW Avg Aug
New Members	59	124	89	95	111	118	97	122
Net New & Reactivated Bridge/Freeze	(20)	(8)	(16)	(20)	(24)	(14)	(16)	(18)
Cancellations	139	76	95	79	104	80	103	147
Net Gain/Loss	(100)	40	(22)	(4)	(17)	24	(22)	(43)
Total Members	1,869	1,909	1,887	1,883	1,866	1,890	1,868	3,779
Total Bridge/Freezes	87	92	103	120	135	149	160	223

2,220

Financials

Total Revenue
Total Operating Expenses
Net Operating Income
Membership Dues
Guest Fees
Personal Training Revenue
Swim Revenue
Recreation Revenue
Medical Integration

Feb-2S	Mar-25		Apr-25	ı	May-25 Jun-		Jun-25	25 Jul-25		Aug-25	
\$ 104,185	\$ 98,890	\$	106,571	\$	114,081	\$	107,682	\$	100,932	\$	101,581
\$ 145,639	\$ 136,885	\$	153,527	\$	151,293	\$	146,824	\$	159,390	\$	151,846
\$ (41,454)	\$ (37,995)	\$	(46,956)	\$	(37,212)	\$	(39,142)	\$	(58,458)	\$	(50,265)
\$ 67,404	\$ 66,581	\$	68,942	\$	68,154	\$	67,173	\$	65,732	\$	67,440
\$ 8,073	\$ 7,726	\$	6,900	\$	12,498	\$	9,058	\$	7,898	\$	6,157
\$ 7,484	\$ 7,873	\$	11,136	\$	8,862	\$	7,965	\$	7,895	\$	10,640
\$ 5,794	\$ 5,745	\$	7,397	\$	7,600	\$	9,033	\$	5,488	\$	5,365
\$ 7,913	\$ 3,584	\$	7,133	\$	8,963	\$	5,897	\$	6,195	\$	5,160
\$ 1.736	\$ 925	Ś	1.037	\$	992	Ś	1.240	\$	646	\$	399

Ancillary Services								PW Avg
	Feb 2025	Mar 2025	Арт 2025	May 2025	June 2025	July 2025	Aug 2025	Aug
Personal Training Sessions	253	262	327	265	246	264	326	330
Personal Training Participants as % of Members	3.85%	3.56%	3.66%	3.24%	3.05%	2.86%	3.75%	2.55%
Swim Sessions	36	28	46	46	98	90	83	177
MyFitRx Enrollments	22	18	14	19	15	7		
NPS Score	33	38	38	63	43	56	60	63
Total Visits	9,262	8,622	10,679	9,593	10,120	10,888	9,893	21,713
Visits per Member	5.0	4.5	5.7	5.1	5.4	5.5	5.3	6.0
Monthly Attrition	7.06%	4.07%	4.98%	4.19%	5.52%	4.29%	5.45%	3.36%
Length of Stay (months)- Cancellations	32.51	17.30	14.32	16.39	13.89	16.45	17.08	24.16
Length of Stay (months)- Current Members	23.59	23.28	23.85	23.95	24.16	24.12	24.42	44.88
Dues per Billable Member	\$ 37.22	\$ 36.11	\$ 37.51	\$ 37.35	\$ 37.34	\$ 36.07	\$ 37.45	\$ 57.00
						•		



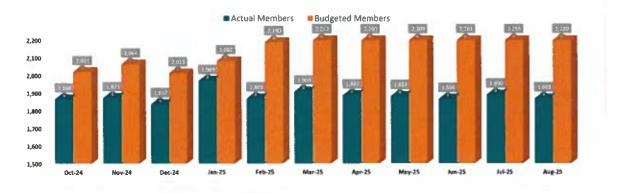














Fire Incident Report Calendar Year 2025

AUGUST 2025

	AUGUST	AUGUST	ZE,	OFY.	CHANGE	
MAJOR INCIDENT TYPE	2025	2024	2025	2024	2024 - 2025	
	#	#	#	#	# RESPONDED	
False Alarm & False Call	23	26	225	292	-29.78%	
Fire	6	9	71	52	36.54%	
Good Intent Call	18	25	165	212	-22.17%	
Hazardous Condition (No Fire)	4	5	100	79	26.58%	
Overpressure Rupture, Explosion, Overheat (No Fire)	•		-	1	-100.00%	
Rescue & Emergency Medical Service	84	131	982	1,203	-18.37%	
Service Call	8	7	22	90	20.00%	
Severe Weather & Natural Disaster	•		17	3	466.67%	
Special Incident Type	1		3	3	%00.0	
TOTAL	147	230	1,638	1,895	-13.56%	

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CITY OF ROLLA CASH ANALYSIS REPORT August 31, 2025

GENERAL FUND		
CASH IN BANK	\$	200,352.55
NIB GENERAL FUND	\$	10,909.55
ROLLA MUNICIPAL COURT	\$	1,327.50
ASI FLEX 125	***	21,561,52
TIF ACCOUNT - EATS	\$	152,365.73
TIF ACCOUNT - PILOT	\$	15.46
INVESTMENT - GOLDMAN	Š	-
INVESTMENTS - GENERAL FUND	\$	24,350.89
USE TAX MMA	\$	644,570.38
MMA - GENERAL FUND RESERVE REBUILD	Š	3,090,900.17
POLICE EVIDENCE FUNDS	\$	21,932.79
CITY SEIZURES & FORFEITURES	ŝ	7,735.30
TASKFORCE SEIZURES & FORFEITURES	Š	38.40
ANIMAL CONTROL SHELTER COMM PARTNER	Š	155,161.95
ANIMAL CONTROL SHELTER RESERVE	ě	208,659.76
ANIMAL CONTROL SHELTER COMM ENDOW	¢.	375.05
ANIMAL CONTROL SHELTER COMMENDOW ANIMAL CONTROL SHELTER DONATIONS - PAYPAL	4	375.05
PROPERTY FIRE DAMAGE ACCOUNT	Φ	15.45
GENERAL FUND CREDIT CARD ACCOUNT	- P	
INVESTMENT CLEARING ACCOUNT	φ	299,183.88
	Ď.	57.13
INVESTMENTS - CDS GENERAL FUND TOTALS	\$	4 000 540 40
GENERAL FUND ICIALS	•	4,839,513.46
SEWER FUND		
CASH IN BANK	\$	2,700,325.92
NIB GENERAL FUND	\$	290,685.00
SEWER FUND MMA	\$ \$ \$ \$	303,201.78
SEWER FUND DEPREC & RESERVE	\$	422,497.57
INVESTMENTS - GENERAL FUND	\$	487.62
GENERAL FUND CREDIT CARD ACCOUNT	\$	9,034.00
INVESTMENT - CDS	\$, <u>-</u>
SEWER FUND TOTALS	\$	3,726,231.89
ENVIRONMENTAL SERVICES FUND		
CASH IN BANK	\$	583,092.97
NIB ENV SVS FUND	\$	000,002.01
INVESTMENTS - GENERAL FUND	\$	8,175.00
GENERAL FUND CREDIT CARD ACCOUNT	¢.	19,927.13
MMA PCB	e e	1,398,278.14
ENV SVS CC	\$ \$ \$	254,232.55
INVESTMENT - CDS	\$	204,232.00
	<u> </u>	2 262 705 70
ENV SVS FUND TOTALS	•	2,263,705.79
ARPA FUNDING		
CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	-
ARPA FUND TOTALS	\$	•

CITY OF ROLLA CASH ANALYSIS REPORT August 31, 2025

August 31, 2025		
AIRPORT FUND		
CASH IN BANK	\$	(42,956.27)
NIB GENERAL FUND	\$	575.00
GENERAL FUND CREDIT CARD ACCOUNT	\$	826.96
INVESTMENTS - MMA	\$	9,172.85
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ \$ \$	36,738.00
AIRPORT FUND TOTALS	\$	4,356.54
CEMETERY FUND		
CASH IN BANK	\$	
CASH - MMA	\$	40,489.07
INVESTMENTS - RESTRICTED	\$ \$ \$	360,362.83
CEMETERY FUND TOTALS	\$	400,851.90
STREET FUND		
STREET FUND CASH IN BANK	\$	1,021,219.59
NIB GENERAL FUND	\$	448,939.19
TDD PROPERTY RENTAL		23,611.13
GENERAL FUND MMA	Š	9,150.00
GENERAL FUND CREDIT CARD ACCOUNT	\$	15,750.00
CASH - MMA	\$	6,523,197.25
MODOT RESERVE	\$	1,591,423.74
INVESTMENT - CDS	\$ \$ \$ \$	533,375.45
STREET FUND TOTALS	\$	10,166,666.35
RECREATION FUND		
CASH IN BANK	•	(246 E4E 7E)
GENERAL FUND CREDIT CARD ACCOUNT	\$	(316,545.75)
RECREATION FUND TOTALS	\$	(316,545.75)
REGREATION FOR TOTALS	•	(310,343.73)
HEALTH INSURANCE FUND		
HEALTH INSURANCE RESERVE	\$	523,214.54
CASH - HEALTH ACCOUNT	\$	496,536.87
GENERAL FUND CREDIT CARD ACCOUNT	\$	600.00
HEALTH FUND TOTALS	\$	1,020,351.41
PARK FUND		
CASH IN BANK	\$	811.92
NIB GENERAL FUND		5,607.88
GENERAL FUND CREDIT CARD ACCOUNT	\$ \$ \$	5,007.00
INVESTMENTS - GOLDMAN	φ.	•
INVESTMENTS - GOLDMAN		400.047.05
	\$	136,917.05
PARKS CC	\$	535.50
PARK FUND TOTALS	\$	143,872.35
PARK LAND RESERVE FUND		
CASH IN BANK	\$	-
PARK LAND RESERVE ACCOUNT	\$ \$ \$	540.00
PARK LAND RESERVE FUND TOTALS	\$	540.00
GRAND TOTAL ALL FUNDS	s	22,249,543.94
	-	

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

MAINTENENCE & IMPROVEMENT

CAPITAL EXPENDITURES TOTAL FINANCE

SUPPLIES & BUILDING MAIN

LEGAL

PERSONNEL

01 -GENERAL FUND FINANCIAL SUMMARY

CITY OF ROLLA AS OF: AUGUST 31ST, 2025

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 1

CURRENT PRIOR YEAR Y-T-D Y-T-D PERIOD PO ADJUST. ACTUAL ENCUMBRANCE CURRENT BUDGET % OF BUDGET BALANCE BUDGET REVENUE SUMMARY

 11,815,500.00
 897,412.13
 0.00
 10,430,207.64
 0.00
 1,385,292.36
 88.28

 223,800.00
 10,981.24
 0.00
 191,880.86
 0.00
 31,919.14
 85.74

 316,000.00
 77,760.92
 0.00
 372,014.57
 0.00 { 56,014.57}
 117.73

 2,222,115.00
 243,288.06
 0.00
 1,249,559.56
 0.00
 972,555.44
 56.23

 128,000.00
 12,275.30
 0.00
 123,536.13
 0.00
 4,463.87
 96.51

 226,750.00
 67,997.27
 0.00
 238,141.03
 0.00 (11,391.03)
 105.02

 402,800.00
 0.00
 0.00
 587,007.32
 0.00 (184,207.32)
 145.73

 TAXES LICENSES & PERMITS INTERGOVERNMENTAL CHARGES FOR SERVICE FINES & FORFEITURES MISCELLANEOUS CONTRIBUTIONS TO/FROM 15,334,965.00 1,309,714.92 0.00 13,192,347.11 0.00 2,142,617.89 86.03 ** TOTAL REVENUES ** EXPENDITURE SUMMARY GENERAL ADMINISTRATIVE
 40,160.00
 3,063.94
 0.00
 28,767.44
 0.00
 11,392.56
 71.63

 4,900.00
 145.75
 0.00
 2,438.03
 0.00
 2,461.97
 49.76

 794,490.00
 87,930.50
 0.00
 654,587.45
 0.00
 139,902.55
 82.39

 600.00
 0.00
 475.74
 0.00
 124.26
 79.29

 210,350.00
 600.00
 0.00
 210,582.20
 0.00
 232.20
 100.11

 0.00
 0.00
 0.00
 0.00
 0.00
 0.00
 0.00
 PERSONNEL SUPPLIES & BUILDING MAIN MAINTENENCE & IMPROVEMNT CAPITAL EXPENDITURES 0.00 0.00 0.00 0.00 896,850.86 TOTAL GENERAL ADMINISTRATIVE 1,050,500.00 91,740.19 0.00 0.00 0.00 0.00 153,649.14 85.37 CATEGORY 6 0.00 ADMINSTRATION 341,400.00 23,296.74 0.00 257,132.25 0.00 84,267.75 75.32 2,000.00 69.24 0.00 922.11 0.00 1,077.89 46.11 29,350.00 3,076.46 0.00 48,569.40 0.00 (19,219.40) 165.48 300.00 0.00 0.00 0.00 0.00 300.00 0.00 5,000.00 840.76 0.00 3,545.96 0.00 1,454.04 70.92 341,400.00 SUPPLIES & BUILDING MAIN SERVICES MAINTENENCE & IMPROVEMNT CAPITAL EXPENDITURES TOTAL ADMINSTRATION 378,050.00 27,283.20 0.00 310,169.72 0.00 67,880.28 82.04
 479,850.00
 32,741.53
 0.00
 410,065.20
 0.00
 69,784.80
 85.46

 200.00
 0.00
 0.00
 0.00
 200.00
 0.00
 PERSONNEL SUPPLIES & BUILDING MAIN 0.00 0.00 0.00 480,050.00 32,741.53 0.00 0.00 0.00 0.00 0.00 410,065.20 SERVICES 0.00 0.00 0.00 69,984.80 85.42 TOTAL LIBRARY FINANCE
 24,028.47
 0.00
 343,472.04
 0.00
 108,427.96
 76.01

 80.43
 0.00
 10,945.36
 0.00
 7,854.64
 58.22

 5,832.99
 0.00
 189,032.42
 0.00
 110,227.58
 63.17

 0.00
 0.00
 251.97
 0.00
 148.03
 62.99

 172.12
 0.00
 2,789.53
 0.00
 19,335.47
 12.61
 451,900.00 24,028.47 PERSONNEL 18,800.00 SUPPLIES & BUILDING MAIN 299,260.00 SERVICES

400.00 22,125,00

30,114.01

0.00

0.00

546,491.32

30,225.00 2,318.62 0.00 26,501.83 0.00 3,723.17 87.68 0.00 0.00 0.00 0.00 0.00 0.00 0.00

0.00

0.00 245,993.68 68.96

0.00

792,485.00

CITY OF ROLLA REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: AUGUST 31ST, 2025

PAGE: 2

01 -GENERAL FUND FINANCIAL SUMMARY

	CURRENT	CURRENT	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES	68,580.00	3,774.36	0.00	56,559.17	0.00	12,020.83	82.47
MAINTENENCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LEGAL	98,805.00	6,092.98	0.00	83,061.00	0.00	15,744.00	84.07
COURT						16 100 76	03.50
PERSONNEL	132,775.00	9,336.24	0.00	116,282.24	0.00	16,492.76 403.82	87.58 89.90
SUPPLIES & BUILDING MAIN	4,000.00	178.66	0.00	3,596.18			
SERVICES	11,855.00	1,180.80	0.00	11,186.76	0.00	668.24	94.36
MAINTENENCE & IMPROVEMNT	100.00	0.00	0.00	0.00	0.00	100.00	0.00
CAPITAL EXPENDITURES	2,700.00	196.61	0.00	2,259,31	0.00	440.69	83.68
TOTAL COURT	151,430.00	10,892.31	0.00	133,324.49	0.00	18,105.51	88.04
TELECOMMUNICATIONS	1 210 200 00	88,800.95	0.00	1,219,688.39	0.00	99,011.61	92.49
PERSONNEL	1,318,700.00	5,115.27	0.00	78,612.23	0.00	1,087.77	98.64
SUPPLIES & BUILDING MAIN	79,700.00	14,228.49	0.00	146,202.47	0.00	78,297.53	65.12
SERVICES	9,625.00	132.06	0.00	5,331.28	0.00	4,293.72	55.39
MAINTENENCE & IMPROVEMENT		69.43	0.00	622.26	0.00	527.74	54.11
CAPITAL EXPENDITURES TOTAL TELECOMMUNICATIONS	1,150.00 1,633,675.00	108,346.20	0.00	1,450,456.63	0.00	183,218.37	88.78
TOTAL TELECOPMONICATIONS	1,055,045.00	100,340.20	0.00	1,430,430.03	0.00	103/210.3/	00.70
ANIMAL CONTROL							
PERSONNEL	133,600.00	9,038.81	0.00	104,928.96	0.00	28,671.04	78.54
SUPPLIES & BUILDING MAIN	8,300.00	895.06	0.00	8,905.63	0.00 (
SERVICES	27,600.00	3,382.03	0.00	24,374.55	0.00	3,225.45	88.31
MAINTENENCE & IMPROVEMNT	9,400.00	221.11	0.00	3,117.15	0.00	6,282.85	33.16
CAPITAL EXPENDITURES	252,860.00	58,693.26	0.00	284,536.39	0.00 (
USE TAX EXPENDITURES	24,175.00	1.914.71	0.00	34,011.87	0.00 (9,836.87)	
TOTAL ANIMAL CONTROL	455,935.00	74,144.98	0.00	459,874.55	0.00 (3,939.55)	100.86
POLICE	2 425 200 00	004 064 63	0.00	2 102 000 00	0.00	222 400 01	00 50
PERSONNEL	3,426,300.00	204,064.63	0.00	3,103,890.99	0.00	322,409.01	90.59
SUPPLIES & BUILDING MAIN	63,175.00	7,395.94	0.00	53,847.73	0.00 575.00	9,327.27 99,155.99	85.24 82.07
SERVICES	552,980.00	71,968.92		453,249.01			
MAINTENENCE & IMPROVEMNT	285,100.00	21,002.79 24,216.93	0.00 0.00	287,614.43 424,174.11	0.00 (5,407.00	(2,514.43) 101,318.89	80.92
CAPITAL EXPENDITURES	530,900.00 590,500.00	39.412.67	0.00	529.925.30	0.00	60.574.70	89.74
USE TAX EXPENDITURES		368,061.88	0.00	4,852,701.57	5,982.00	590,271.43	89.17
TOTAL POLICE	5,448,955.00	200,001.00	0.00	4,652,701.57	3,902.00	330,271.43	69.14
FIRE							
PERSONNEL	2,590,075.00	150,337.14	0.00	2,317,362.39	0.00	272,712.61	89.47
SUPPLIES & BUILDING MAIN	59,000.00	3,897.79	0.00	50,958.11	0.00	8,041.89	86.37
SERVICES	358,980.00	33,736.11	0.00	335,162.37	0.00	23,817.63	93.37
MAINTENENCE & IMPROVEMNT	216,700.00	4,413.22	0.00	198,152.72	43,835.00	(25,287.72)	
CAPITAL EXPENDITURES	424,000.00	4,258.42	0.00	416,819.98	27,905.40		104.89
USE TAX EXPENDITURES	568,250.00	41,022.26	0.00	423.021.66	0.00	145,228,34	74.44
TOTAL FIRE	4,217,005.00	237,664.94	0.00	3,741,477.23	71,740.40	403,787.37	90.42
ROLLA RURAL FIRE							1.11
PERSONNEL	0.00	49,393.82	0.00	566,916.29	0.00 (566,916.29)	0.00

CITY OF ROLLA REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

PAGE: 3

01 -GENERAL FUND FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ROLLA RURAL FIRE	0.00	49,393.82	0.00	566,916.29	0.00	(566,916.29)	0.00
BUILDING MAINT							
PERSONNEL	22,775.00	1,472.22	0.00	20,135.90	0.00	2,639.10	88.41
SUPPLIES & BUILDING MAIN	39,200.00	4,506.09	0.00	35,075.20	0.00	4,124.80	89.48
SERVICES	36,055.00	6,801.61	0.00	33,783.70	2,114.00	157.30	99.56
MAINTENENCE & IMPROVEMENT	15,100.00	2,211.85	0.00	39,171.56	0.00	(24,071.56)	259.41
CAPITAL EXPENDITURES	13,500.00	0.00	0.00	9,280.27	6,799.00	(2,579.27)	119.11
TOTAL BUILDING MAINT	126,630.00	14,991.77	0.00	137,446.63	8,913.00	(19,729.63)	115.58
COMMUNITY DEVELOP							
PERSONNEL	510,600.00	31,011.12	0.00	455,014.00	0.00	55,586.00	89.11
SUPPLIES & BUILDING MAIN	8,300.00	263.03	0.00	2,296.32	0.00	6,003.68	27.67
SERVICES	101,395.00	15,763.73	0.00	81,231.54	30,469.50	(10,306.04)	110.16
MAINTENENCE & IMPROVEMENT	4,300.00	129.11	0.00	3,721.77	0.00	578.23	86.55
CAPITAL EXPENDITURES	2,400.00	172.13	0.00	2,176.81	0.00	223.19	90.70
TOTAL COMMUNITY DEVELOP	626,995.00	47,339.12	0.00	544,440.44	30,469.50	52,085.06	91.69
ECONOMIC DEVELOP							
SUPPLIES & BUILDING MAIN	25.00	0.00	0.00	69.06	0.00	(44.06)	276.24
SERVICES	60,335.00	0.00	0.00	41,476.00	0.00	18,859.00	68.74
MAINTENÊNCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ECONOMIC DEVELOP	60,360.00	0.00	0.00	41,545.06	0.00	18,814.94	68.83
MODAL EVENDTRIDES	15 520 975 00	1 000 006 03	A AA	14 174 000 00	117 104 00	1 228 040 51	02.60
TOTAL EXPENDITURES	15,520,875.00		0.00	14,174,820.99	117,104.90	1,228,949.11	92.08
REVENUE OVER/(UNDER) EXPENDITURES	(185,910.00)	210,907.99	0.00	(982,473.88)	(117,104.90)	913,668.78	0.00

^{***} END OF REPORT ***

CITY OF ROLLA

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REVENUE 4 EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

02 -SEWER FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTERGOVERNMENTAL	835,000.00	22,872.75	0.00	1,059,333.18	0.00	(224,333.18)	126.87
CHARGES FOR SERVICE	5,530,000.00	481,768.57	0.00	4,647,727.34	0.00	882,272.66	84.05
MISCELLANEOUS	329,125.00	463.68	0.00	(214,692.57)	0.00	543,817.57	65.23-
CONTRIBUTIONS TO/FROM	(185,975.00)	0.00	0.00	(139,481.25)	0.00	(46,493.75)	75.00
CATEGORY 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUES **	6,508,150.00	505,105.00	0.00	5,352,886.70	0.00	1,155,263.30	82.25
			四四里是西北京教育市市	**********			
EXPENDITURE SUMMARY							
SEWER							
PERSONNEL	1,214,300.00	74,749.25	0.00	1,053,803.28	0.00	160,496.72	86.78
SUPPLIES & BUILDING MAIN	388,000.00	44,540.19	0.00	377,955.42	0.00	10,044.58	97.41
SERVICES	819,481.00	62,249.88	0.00	527,873.55	0.00	291,607.45	64.42
MAINTENENCE & IMPROVEMNT	708,000.00	23,617.09	0.00	411,847.87	16,436.46	279,715.67	60.49
CAPITAL EXPENDITURES	3,565,000.00	19,856.25	0.00	2.030.138.31	73,638.00	1.461.223.69	59.01
TOTAL SEWER	6,694,781.00	225,012.66	0.00	4,401,618.43	90,074.46	2,203,088.11	67.09
TOTAL EXPENDITURES	6,694,781.00	225,012.66	0.00	4,401,618.43	90,074.46	2,203,088.11	67.09
	==========		***********	*****		***********	
REVENUE OVER/(UNDER) EXPENDITURES	(186,631.00)	280,092.34	0.00	951,268.27	(90,074.46)	(1,047,824.81)	

^{***} END OF REPORT ***

CITY OF ROLLA PAGE: 1

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

03 -ENVIRONMENTAL SERVICES FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTERGOVERNMENTAL	39,000.00	45,863.20	0.00	61,078.57	0.00	(22,078.57)	156.61
CHARGES FOR SERVICE	4,205,500.00	366,129.36	0.00	3,763,512.20	0.00	441,987.80	89.49
MISCELLANEOUS	417,500.00	41,162.42	0.00	439,616.29	0.00	(22,116.29)	105.30
CONTRIBUTIONS TO/FROM	(236, 975.00)	0.00	0.00	(177,731.25)	0.00	(59,243.75)	75.00
CATEGORY 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUES **	4,425,025.00	453, 154.98	0.00	4,086,475.81	0,00	338,549.19	92.35
		=4========	EE=======	===========			
EXPENDITURE SUMMARY							
RECYCLING							
PERSONNEL	328,250.00	20,134.93	0.00	306,156.02	0.00	22,093.98	93.27
SUPPLIES & BUILDING MAIN	11,530.00	777.15	0.00	8,953.74	0.00	2,576.26	77.66
SERVICES	62,585.00	6,833.42	0.00	53,084.77	0.00	9,500.23	84.82
MAINTENENCE & IMPROVEMNT	99,400.00	2,820.74	0.00	96,313.44	0.00	3,086.56	96.89
CAPITAL EXPENDITURES	6,000.00	0.00	0.00	2,400.50	0.00	3,599.50	40.01
TOTAL RECYCLING	507,765.00	30,566.24	0.00	466,908.47	0.00	40,856.53	91.95
SANITATION							
PERSONNEL	1,308,075.00	73,748.15	0.00	1,085,120.67	0.00	222,954.33	82.96
SUPPLIES & BUILDING MAIN	14,000.00	704.85	0.00	13,895.93	0.00	104.07	99.26
SERVICES	250,928.00	31,482.96	0.00	223,668.30	0.00	27,259.70	89.14
MAINTENENCE & IMPROVEMNT	1,344,300.00	129,654.80	0.00	1,501,921.32	0.00		111.73
CAPITAL EXPENDITURES	312,500.00	146.50	0.00	490,897.07	0.00	(178,397.07)	157.09
TOTAL SANITATION	3,229,803.00	235,737.26	0.00	3,315,503.29	0.00	(85,700.29)	102.65
VEHICLE MAINT							
PERSONNEL	253,800.00	14,519.31	0.00	231,815.75	0.00	21,984.25	91.34
SUPPLIES & BUILDING MAIN	278,210.00	31,124.70	0.00	315,894.18	0.00		113.55
SERVICES	34,285.00	3,112.38	0.00	24,525.53	0.00	9,759.47	71.53
MAINTENENCE & IMPROVEMNT	3,100.00	27.43	0.00	2,186.24	0.00	913.76	70.52
CAPITAL EXPENDITURES	22,000.00	0.00	0.00	10.456.04	0.00	11,543.96	47.53
TOTAL VEHICLE MAINT	591,395.00	48,783.82	0,00	584,877.74	0.00	6,517.26	98.90
TOTAL EXPENDITURES	4,328,963.00	315,087.32	0.00	4,367,289.50	0.00	(38,326.50)	100.89
REVENUE OVER/(UNDER) EXPENDITURES	96,062.00	138,067.66	0.00	(280,813.69)	0.00	376,875.69	0.00
				(520)			

*** END OF REPORT ***

CITY OF ROLLA

PAGE: 1

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

04 -ARPA FUNDS FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE_SUMMARY							
INTERGOVERNMENTAL	0,00	628,455.91	0.00	743,039.34	0,00		0.00
MISCELLANEOUS	5,000.00	134.30	0.00	7,994.67	0.00	(2,994.67)	159.89
** TOTAL REVENUES **	5,000.00	628,590.21	0.00	751,034.01	0.00	(746,034.01)	5,020.68
EXPENDITURE SUMMARY					8		
ADMINISTRATION	00.000.00	0.00		15 202 00	2 062 50	C2 C40 20	04.05
SERVICES	90,000.00	0.00	0.00	15,383.20	7,067.50	67,549.30	24.95
CAPITAL EXPENDITURES TOTAL ADMINISTRATION	85,000.00 175,000.00	0.00	0.00	0.00 15,383.20	7,067.50	85.000.00 152,549.30	0.00 12.83
COURT							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COURT	0,00	0.00	0.00	0.00	0.00	0.00	0.00
FINANCE							
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES TOTAL FINANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TELECOMMUNICATIONS							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TELECOMMUNICATIONS	0,00	0.00	0.00	0.00	0.00	0.00	0.00
POLICE							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FIRE							
CAPITAL EXPENDITURES	30,000.00	0.00	0.00	30,000.00	0.00	0.00	100.00
TOTAL FIRE	30,000.00	0.00	0.00	30,000.00	0.00	0.00	100.00
SEWER CAPITAL EXPENDITURES	0.00	0.00	0.00	666.274.90	0.00	(666.274.90)	0.00
TOTAL SEWER	0.00	0.00	0.00	666,274.90	0.00		0.00
PARKS							
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CENTRE	100 000 00	A 44		100 000 00	0.00		
CAPITAL EXPENDITURES	100.000.00	0.00	0.00	100,000.00	0.00		100.00
TOTAL CENTRE	100,000.00	0.00	0.00	100,000.00	0.00	0.00	100.00

COMMUNITY DEVELOPMENT

CITY OF ROLLA PAGE: 2

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

04 -ARPA FUNDS FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL							
CAPITAL EXPENDITURES	0.00	0.00	0.00	5,691.81	0.00	(5,691,81)	0.00
TOTAL ANIMAL CONTROL	0.00	0.00	0.00	5,691.81	0.00	(5,691.81)	0.00
TOTAL EXPENDITURES	305,000.00	0.00	0.00	817,349.91	7,067.50	(519,417.41)	270.30
REVENUE OVER/(UNDER) EXPENDITURES	(300,000.00)	628,590.21	0.00	(66,315.90)	(7,067.50)	(226,616.60)	0.00
		=======================================	***************************************			*********	

CITY OF ROLLA PAGE: 1

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

05 -AIRPORT FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTERGOVERNMENTAL	256,750.00	0.00	0.00	55,046.06	0.00	201,703.94	21.44
CHARGES FOR SERVICE	400,000.00	31,939.40	0.00	335,711.14	0.00	64,288.86	83.93
MISCELLANEOUS	343,100.00	(109.62)	0.00	260,710.72	0.00	82,389.28	75.99
CONTRIBUTIONS TO/FROM	(48,800.00)	0.00	0.00	(36,600.00)	0.00	(12,200.00)	75.00
** TOTAL REVENUES **	951,050.00	31,829.78	0.00	614,867.92	0.00	336,182.08	64.65
EXPENDITURE SUMMARY							
AIRPORT							
PERSONNEL	215,950.00	16,637.38	0.00	188,254.09	0.00	27,695.91	87.17
SUPPLIES & BUILDING MAIN	13,500.00	1,976.56	0.00	13,685.95	0.00	(185.95)	101.38
SERVICES	654,010.00	31,101.49	0.00	380,374.04	0.00	273,635.96	58.16
MAINTENENCE & IMPROVEMNT	42,500.00	7,772.65	0.00	48,031.45	0.00	(5,531.45)	113.02
CAPITAL EXPENDITURES	133,000.00	0.00	0.00	167.755.63	0.00	(34.755.63)	126.13
TOTAL AIRPORT	1,058,960.00	57,488.08	0.00	798,101.16	0.00	260,858.84	75.37
TOTAL EXPENDITURES	1,058,960.00	57,488.08	0.00	798,101.16	0.00	260,858.84	75.37
	=======================================	==========	=========		=========		
REVENUE OVER/ (UNDER) EXPENDITURES	(107,910.00)	(25,658.30)	0.00		0,00	75,323.24	0.00
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CITY OF ROLLA

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REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

06 -CEMETERY FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	19,400.00	40.09	0.00	35,221.84	0.00	(15,821.84)	181.56
** TOTAL REVENUES **	19,400.00	40.09	0.00	35, 221.84	0.00	(15,821.84)	181.56
	**********	2222222222	2020202020		=========	=======================================	
EXPENDITURE SUMMARY							
CEMETERY							
CAPITAL EXPENDITURES	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CEMETERY	3,000.00	0.00	0.00	0-00	0.00	3,000.00	0.00
TOTAL EXPENDITURES	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
		*************	**********	**********	£286222222		
REVENUE OVER/(UNDER) EXPENDITURES	16,400.00	40.09	0.00	35,221.84	0.00	(18,821.84)	0.00
	BBESSESSES	=========	=========	=======================================		**********	======

CITY OF ROLLA

PAGE: 1

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	6,692,500.00	587,562.66	0.00	6,219,771.47	0.00	472,728.53	92.94
LICENSES & PERMITS	36,000.00	1,568.75	0.00	12,440.00	0.00	23,560.00	34.56
INTERGOVERNMENTAL	1,116,000.00	448,939.19	0.00	775,289.50	0.00	340,710.50	69.47
CHARGES FOR SERVICE	150,000.00	0.00	0.00	155,429.68	0.00	(5,429.68)	103.62
MISCELLANEOUS	410,275.00	8,794.02	0.00	263,526.52	0.00	146,748.48	64.23
CONTRIBUTIONS TO/FROM	(249,875.00)	0.00	0.00	(187,406.25)	0.00	(62,468.75)	75.00
CATEGORY 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUES **	8,154,900.00	1,046,864.62	0.00	7,239,050.92	0.00	915,849.08	88.77
EXPENDITURE SUMMARY							
STREET							
PERSONNEL	1,430,000.00	94,898.49	0.00	1,275,168.06	0.00	154,831.94	89.17
SUPPLIES & BUILDING MAIN	33,100.00	2,399.95	0.00	29,535.25	0.00	3,564.75	89.23
SERVICES	664,140.00	85,050.20	0.00	414,000.28	0.00	250,139.72	62.34
MAINTENENCE & IMPROVEMNT	1,498,000.00	33,833.72	0.00	682,738.98	9,260.00	806,001.02	46.19
CAPITAL EXPENDITURES	4,891,000.00	192,639.40	0.00	3,423,231.77	326,911.50	1,140,856.73	76.67
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL STREET	8,516,240.00	408,821.76	0.00	5,824,674.34	336,171.50	2,355,394.16	72.34
MOVE ROLLA TDD							0.00
PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES		0.00	0.00	0.00	0.00	75.000.00	0.00
MAINTENENCE & IMPROVEMNT CAPITAL EXPENDITURES	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY 6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USE TAX EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MOVE ROLLA TOD	75,000.00	0.00	0.00	0.00	0.00	75,000.00	0.00
ENGINEERING							
PERSONNEL	999,000.00	68,979.95	0.00	965,023.68	0.00	33,976.32	96.60
SUPPLIES & BUILDING MAIN	7,200.00	642.16	0.00	5,883.39	0.00	1,316.61	81.71
SERVICES	142,555.00	24,878.14	0.00	249,305.99	49,648.86		209.71
MAINTENENCE & IMPROVEMNT	7,500.00	336.89	0.00	7,473.86	0.00	26.14	99.65
CAPITAL EXPENDITURES	47,200.00	301.47	0.00	4.624.85	0.00	42,575.15	9.80
TOTAL ENGINEERING	1,203,455.00	95,138.61	0.00	1,232,311.77	49,648.86	(78,505.63)	106.52
TOTAL EXPENDITURES	9,794,695.00	503,960.37	0.00	7,056,986.11	385,820.36	2,351,888.53	75.99 ======
REVENUE OVER/(UNDER) EXPENDITURES	(1,639,795.00)	542,904.25	0.00	182,064.81	(385,820.36)	(1,436,039.45)	0.00

^{***} END OF REPORT ***

CITY OF ROLLA

AS OF:AUGUST 31ST, 2025

PAGE: 1 REVENUE & EXPENSE REPORT (UNAUDITED)

08 -RECREATION FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	150.00	0.00	0.00	98.74	0.00	51.26	65.83
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICE	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00
MISCELLANEOUS	100,000.00	0.00	0.00	100,000.00	0.00	0.00	100.00
CONTRIBUTIONS TO/FROM	435,000.00	0.00	0.00	326,250.00	0.00	108,750.00	75.00
** TOTAL REVENUES **	539,150.00	0.00	0.00	426,348.74	0.00	112,801.26	79.08
EXPENDITURE SUMMARY							
NOVERTO				- 2			
AQUATIC PERSONNEL	3.700.00	0.00	0.00	3,939,13	0.00	(239.13)	_106.46
TOTAL AQUATIC	3,700.00	0.00	0.00	3,939.13	0.00		106.46
ADMINISTRATION							
SUPPLIES & BUILDING MAIN	150.00	0.00	0.00	41.31	0.00	108.69	27.54
SERVICES	425,235.00	56,309.01	0.00	635,699.64	0.00	(210,464.64)	149.49
MAINTENENCE & IMPROVEMNT	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
CAPITAL EXPENDITURES	48.200.00	0.00	0.00	33.563.27	0.00	14,636.73	69.63
TOTAL ADMINISTRATION	474,585.00	56,309.01	0.00	669,304.22	0.00	(194,719.22)	141.03
MAINTENANCE							
PERSONNEL	2,675.00	198.08	0.00	3,239.06	0.00		
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	50,825.00	14,067.95	0.00	49,275.81	0.00	1,549.19	96.95
MAINTENENCE & IMPROVEMNT	11.500.00	9,049,77	0.00	44.710.76	0.00		
TOTAL MAINTENANCE	65,000.00	23,315.80	0.00	97,225.63	0.00	(32,225.63)	149.58
TOTAL EXPENDITURES	543,285.00	79,624.81	0,00	770,468.98	0.00	(227,183.98)	
REVENUE OVER/(UNDER) EXPENDITURES	(4,135.00)	(79,624.81)	0.00	(344,120.24)	0.00	339,985.24	0.00
	==========	==========	==========	=========			=======

^{***} END OF REPORT ***

CITY OF ROLLA PAGE: 1

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

11 - PARK FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	1,777,075.00	133,292.76	0.00	1,649,612.46	0.00	127,462.54	92.83
INTERGOVERNMENTAL	110,000.00	5,607.88	0.00	55,841.83	0.00	54,158.17	50.7
CHARGES FOR SERVICE	249,130.00	24,862,99	0.00	505,567.34	0.00	(256, 437.34)	202.9
MISCELLANEOUS	12,500.00	615.40	0.00	6,450.87	0.00	6,049.13	51.63
CONTRIBUTIONS TO/FROM	(98,675.00)	0.00	0.00	(354,006.25)	0.00	255,331.25	358.76
** TOTAL REVENUES **	2,050,030.00	164,379.03	0.00	1,863,466.25	0.00	186,563.75	90.90
EXPENDITURE SUMMARY							
ADMINISTRATION					W		
PERSONNEL	212,500.00	11,054.64	0.00	197,805.06	0.00	14,694.94	93.08
SUPPLIES & BUILDING MAIN	1,600.00	0.00	0.00	856.78	0.00	743.22	53.55
SERVICES	43,035.00	2,392.78	0.00	43,554.29	0.00		
MAINTENENCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	2,900.00	152.44	0.00	1,745.83	0.00	1,154.17	60.20
TRANSFERS TOTAL ADMINISTRATION	260,035.00	13,599.86	0.00	243,961.96	0.00	16,073.04	93.82
	,	,		,		,	
PARKS PERSONNEL	626,300.00	55,939.77	0.00	564,432.67	0.00	61,867.33	90.12
SUPPLIES & BUILDING MAIN	29,600.00	2,708.28	0.00	28,709.21	0.00	890.79	96.99
SERVICES	120,460.00	17,424.73	0.00	129,763.89	0.00		
MAINTENENCE & IMPROVEMNT	127,000.00	35,017.92	0.00	58,316.09	0.00	68,683.91	45.92
CAPITAL EXPENDITURES	159,495.00	26,296.91	0.00	297,440.03	105.970.00		
TOTAL PARKS	1,062,855.00	137,387.61	0.00	1,078,661.89	105,970.00		
SPLASHZONE							
PERSONNEL	194,800.00	31,931.74	0.00	173,865.89	0.00	20,934.11	89.23
SUPPLIES & BUILDING MAIN	68,500.00	10,805.58	0.00	88,177.62	0.00	(19,677.62)	128.73
SERVICES	25,190.00	3,939.12	0.00	25,649.66	0.00	(459.66)	101.82
MAINTENENCE & IMPROVEMNT	36,800.00	3,431.91	0.00	10,721.46	229.00	25,849.54	29.7
CAPITAL EXPENDITURES	11,500.00	0.00	0.00	23.152.65	0.00	(11,652.65)	201.3
TOTAL SPLASHZONE	336,790.00	50,108.35	0.00	321,567.28	229.00	14,993.72	95.5
OUTDOOR RECREATION							
PERSONNEL	176,600.00	26,370.17	0.00	144,661.54	0.00	31,938.46	81.9
SUPPLIES & BUILDING MAIN	20,350.00	3,395.71	0.00	22,104.95	0.00		
SERVICES	13,370.00	1,700.65	0.00	13,281.53	0.00	88.47	99.3
MAINTENENCE & IMPROVEMNT	300.00	1,596.26	0.00	4,779.64	0.00		
CAPITAL EXPENDITURES TOTAL OUTDOOR RECREATION	1,000,00 211,620.00	33,062.79	0.00	0.00 184,827.66	0.00	1,000.00 26,792.34	87.34
MODEL PURSUSTAINES	1 671 304 44	224 350 73	0.00	1 000 010 00	106 100 00	/ 63 017 70	102 4
TOTAL EXPENDITURES	1,871,300.00	234,158.61	0.00	1,829,018.79	106,199.00		103.42
REVENUE OVER/(UNDER) EXPENDITURES	178,730.00	(69,779.58)	0.00	34,447,46	(106,199.00)	250,481.54	0.00

CITY OF ROLLA PAGE: 1

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:AUGUST 31ST, 2025

12 -PARK LAND RESERVE FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTERGOVERNMENTAL	(17,500.00)	0.00	0.00	0.00	0.00	(17,500.00)	0.00
MISCELLANEOUS	30,150.00	12.38	0.00	10,445.96	0.00	19,704.04	34.65
CONTRIBUTIONS TO/FROM	0.00	0.00	0.00	(18,032.32)	0.00	18,032.32	0.00
** TOTAL REVENUES **	12,650.00	12.38	0.00	(7,586.36)	0.00	20,236.36	59.97-
EXPENDITURE SUMMARY							
PARK LAND RESERVE CAPITAL EXPENDITURES TOTAL PARK LAND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	12,650.00	12.38	0.00	(7,586.36)	0.00	20,236.36	0.00

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT: Community Development **ACTION REQUESTED**: Public Hearing/1st Reading

SUBJECT: Street Name Change: Renaming Sandstone Street to Sandstone Drive

(STR25-01)

MEETING DATE: October 6, 2025

Application and Notice:

Applicant - City of Rolla

Public Notice - https://www.rollacity.org/agenda.shtml

Background: Sandstone Street was originally platted in Stone Ridge Estates in 1988. The plat did call

the street 'Sandstone Street.' Once the street was built, the street signs that were erected simply said 'Sandstone.' Most other streets in the neighborhood are called 'Drive.' Residents assumed the street was called Sandstone Drive. Maps produced by the city until about 25 years ago simply referred to the street as 'Sandstone.' Prior to the city using software for issuing building permits, building permits were issued based

on both Sandstone Drive and Sandstone.

The city erected new street signs in 2022. The new signs referred to the street as 'Sandstone Street.' Assuming they had made a mistake, a resident attempted to change their mailing address and official identification to Sandstone Street. However, they were unable to make the changes, as the address systems did not recognize Sandstone Street as a valid address.

Until recently, the E-911 system used Sandstone Street. The US Post Office uses Sandstone Drive. All 22 property owners were contacted prior to seeking to rename the street. 15 responded; all indicated that they prefer to use Sandstone Drive. Most residents already use Sandstone Drive for receiving mail and on official documents and

identification.

Discussion: Renaming the street seems to be the best course of action, rather than having both

names or forcing all the residents to change their mailing address and identification.

The resolution to allow the public notice for the street name change was adopted by the City Council at the August 18, 2025 meeting. Notice was provided in the Phelps

County Focus. No protest from the impacted property owners was received.

Prepared by: Tom Coots, City Planner
Attachments: Area Map, Ordinance

			ORDIN	NANCE	E NO		_		
		NANCE TO NE DRIVE	CHANGE	THE	NAME	OF	SANDSTONE	STREET	ТО
								(STR25	5-01)
num		-					known as Sand to Sandstone Dri		for a
dire	sage of	Resolution 207 t, in accordance	72, found it 1	necessai	ry to char	nge th	August 18, 2025 ne name of Sand he notice be adv	lstone Street	and
	ording to		ice provided t				the Phelps Coun ould be held at Ro		
to al		-				-	olication of the no n to protest the str	-	
	WH	EREAS, no wr	ritten petition	to prote	est the stre	et nar	ne change has be	en received,	and;
the 1	WHEREAS, after such notice has been provided and no written petition has been received after four weeks from the date of publication of said notice, the City Council of Rolla shall have the power by ordinance to change said street name and that, once approved, the City Clerk shall file said ordinance with the Phelps County Recorder of Deeds.						have		
OF		V, THEREFO A, MISSOURI			NED BY T	ГНЕ (CITY COUNCII	C OF THE C	CITY
char		TION 1: That distone Street to		-	he City C	ounci	l approved the re	quest to offic	cially
pass		TION 2: This approval.	Ordinance sh	all be ir	n full force	e and	effect from and a	fter the date	of its
	PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20th DAY OF OCTOBER, 2025.								

APPROVED:

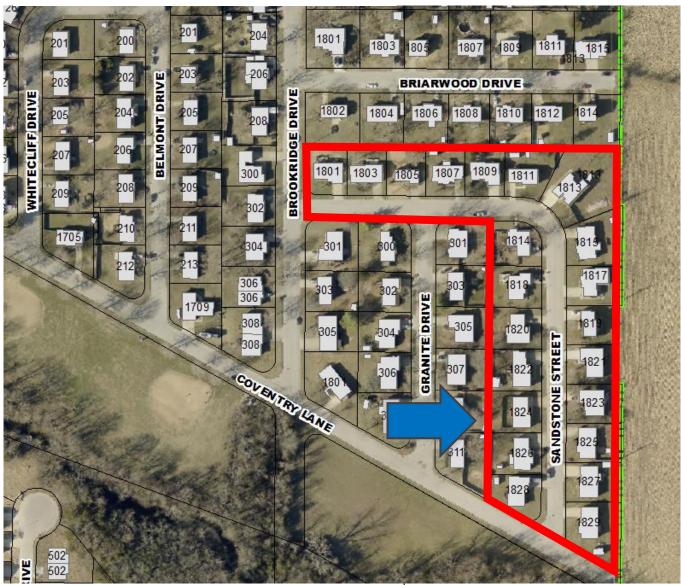
ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor







Project Information:

Case No: STR25-01

Location: Sandstone Street Applicant: City of Rolla

Request:

Rename Sandstone Street to Sandstone Drive



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 His pagis intertional lett blank

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: BNSF Preliminary Engineering Agreement for

18th/Bardsley Roundabout

DATE: 10-06-25

COMMENTARY:

In 2021 the Lochmueller Group completed a traffic study for the 18th Street / Bardsley / Old St. James Road Intersection. The executive summary of that study is included in your packet. The recommendation from that study was to install a single lane roundabout at the intersection. That study included preliminary engineering on the roundabout.

Council entered into an agreement with the Lochmueller Group in January to continue design on this intersection and prepare plans that would be detailed enough to determine the needed right-of-way for the roundabout. Funds for right-of-way purchases are included in the proposed 2025-26 budget.

Some of the property needed to complete the roundabout construction is owned by BNSF Railway. Lochmueller has been coordinating the design with BNSF. BNSF is requiring a Preliminary Engineering Services Agreement for a third party consultant to review the plans for the project. This agreement is estimated at \$34,997.

Recommendation: A final reading of the ordinance authorizing the Mayor to enter into the contract with BNSF for \$34,997.

FISCAL IMPACT:

Fund	Title	Budg	get Appropriation	Item Budget	Pre	vious Allocations
07/5-073.331.00	Professional/Contractual	\$	420,000.00	\$ 35,000.00	\$	140,000.00

TEM NO.	V.A.1	

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND BNSF RAILWAY COMPANY.

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

<u>Section 1:</u> That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement for Preliminary Engineering Services City of Rolla and BNSF Railway Company, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF OCTOBER 2025.

	APPROVED:
	MAYOR
ATTEST:	
CITY CLERK	
APPROVED AS TO FORM:	
CITY COUNSELOR	



EXHIBIT A

Contract Number: BF-20585195

PRELIMINARY ENGINEERING SERVICES AGREEMENT Project Review and Diagnostic Evaluation

BNSF File No.: BF-20585195
Mile Post 109.975
Line Segment 1002
U.S. DOT Number 664595S
Cuba Subdivision

This Agreement ("Agreement") is executed to be effective as of ______ ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF") and the City of Rolla, a political subdivision of the State of Missouri ("Agency").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Rolla, State of Missouri;

WHEREAS, Agency has stated its intention to proceed initially with a project to reconstruct the intersection of 18th Street & Bardsley/Old St James Road which will impact the BNSF at-grade crossing located on 18th Street (DOT 664595S, LS1002 MP109.975) (the "**Project**");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



1) Scope of Work

As used herein, the term "Work" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "BNSF Parties") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "Actual Costs"). BNSF's estimated cost for Work on this Project is \$34,997 ("Estimated Cost"). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3) Scope and Limitations of Agreement



The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project except and subject to any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("Entry Permit").



The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Kara Brockamp at kara.brockamp@bnsf.com, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at http://bnsf.railpermitting.com/ to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Rolla	BNSF Railway Company
Ву:	By:
Name:	Name: Asst Dir Public Projects
Accepted and effective thisday of	, 20

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: MoDOT TAP Grant Agreement

DATE: 10/06/2025

COMMENTARY:

Attached is an Ordinance authorizing the Mayor to enter into the included Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement.

Council authorized staff to apply for this grant in May of 2025. This agreement provides funding to replace approximately 45 non-compliant curb ramps with ADA compliant curb ramps. Staff applied to replace 77 curb ramps. The city was only awarded funds to replace 45 ramps.

The estimated cost for these improvements is \$188,000. This is a 80 percent grant with the State providing up to \$149,873.

Attached is a location map, the agreement and ordinance authorizing the project.

Recommendation: The final reading of an ordinance authorizing the Mayor to enter into a Transportation Alternative Agreement.

	V.B.1	
ITEM NO.		

ORDINANCE NO
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE REPLACEMENT OF APPROXIMATELY 45 ADA CURB RAMPS.
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:
Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri Transportation Alternative Funds Program Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission to construct approximately 45 curb ramps of pedestrian improvements, a copy of said agreement being attached hereto and marked Exhibit "A".
Section 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6 th DAY OF OCTOBER 2025.
APPROVED:
MAYOR
ATTEST:
CITY CLERK

CITY COUNSELOR

APPROVED AS TO FORM:

EXHIBIT A

CCO Form: FS25

Approved: 04/95 (MGB) Revised: 07/25 (MWH)

Modified:

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP - 9901 (574)

Award Year: FY 2025

Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Rolla (hereinafter, City).

WITNESSETH:

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

(1) <u>PURPOSE</u>: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); Title 23 United States Code (USC) §101, §106 §133; and §208 funds to be used for transportation projects. The purpose of this Agreement is to grant the use of such transportation project funds to the City.

[DRAFTER'S NOTE: Agreements for Sidewalks (DE65), Trailways (RW37), Airspace/Structures (RW28) and Monuments (RW45) shall be executed in conjunction with the Transportation Enhancements Program Agreement, if necessary.]

(2) <u>LOCATION</u>: The transportation enhancements funds which are the subject of this Agreement, are for the project at the following location:

45 ADA curb ramp improvements on Rolla City streets

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) <u>REASONABLE PROGRESS POLICY</u>: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual if the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is

withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) <u>INDEMNIFICATION</u>: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) <u>INSURANCE</u>:

- (A) The City is required or will require any contractor procured by the City to work under this Agreement:
- 1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and
- 2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.
- (B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- (6) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.
- (7) <u>COMMISSION REPRESENTATIVE</u>: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

- (8) <u>NONDISCRIMINATION ASSURANCE</u>: With regard to work under this Agreement, the City agrees as follows:
- (A) <u>Civil Rights Statutes</u>: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.
- (B) <u>Administrative Rules</u>: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.
- (C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.
- (D) <u>Solicitations for Subcontracts, Including Procurements of Material and Equipment</u>: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.
- (E) <u>Information and Reports</u>: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.
- (F) <u>Sanctions for Noncompliance</u>: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including

but not limited to:

- 1. Withholding of payments under this Agreement until the City complies; and/or
- 2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.
- (G) Incorporation of Provisions: The City shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules, or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.
- (9) <u>ASSIGNMENT</u>: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- (10) <u>APPLICABLE LAWS AND REGULATIONS</u>: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.
- (11) <u>CANCELLATION</u>: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.
- (12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.
- (13) <u>FEDERAL-AID PROVISIONS</u>: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form

FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

- (14) <u>ACQUISITION OF RIGHT OF WAY</u>: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act
- MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right of way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the (City's/County's/Grantee's) failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.
- (16) <u>PLANS</u>: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.
- (17) <u>REIMBURSEMENT</u>: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

[DRAFTER'S NOTE: Choose only one (A) option below. Option 1 and 2 may be further refined by the district to fit the situation. However, any revisions must be reviewed by CCO prior to execution. Delete the Option not chosen.]

(A) **(Option 1)** Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred

by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed one hundred thousand forty nine thousand eight hundred seventy-three dollars (\$149,873.00). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

- (18) <u>PROGRESS PAYMENTS</u>: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.
- (19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.
- (20) <u>PERMITS</u>: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.
- (21) <u>INSPECTION OF IMPROVEMENTS AND RECORDS</u>: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and

copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

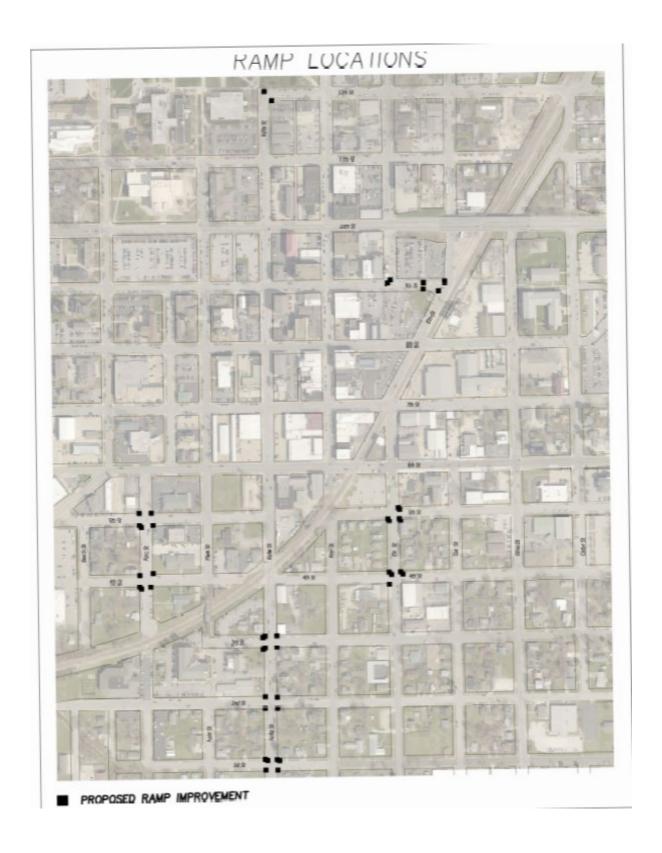
- (22) <u>CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES</u>: A person may offer to donate funds, materials, or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 USC §323.
- (23) <u>DISADVANTAGED BUSINESS ENTERPRISES (DBE)</u>: The Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 CFR Part 26, as amended.
- (24) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (25) <u>NOTICE TO BIDDERS</u>: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.
- (26) <u>FINAL AUDIT</u>: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.
- (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.
- (28) <u>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT</u> (<u>FFATA</u>) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this	(date).	
Executed by the Commission this		(date).
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY	
By:	Ву:	
Title:	Title:	
ATTEST:	ATTEST:	
Secretary to the Commission	Ву:	
	Title:	
Approved as to Form:	Approved as to Form:	
Commission Counsel	By:	
	Title:	
	Ordinance No	

Exhibit A - Location of Project



Exhbit B - Project Schedule

Project Description: TAP 9901 ()

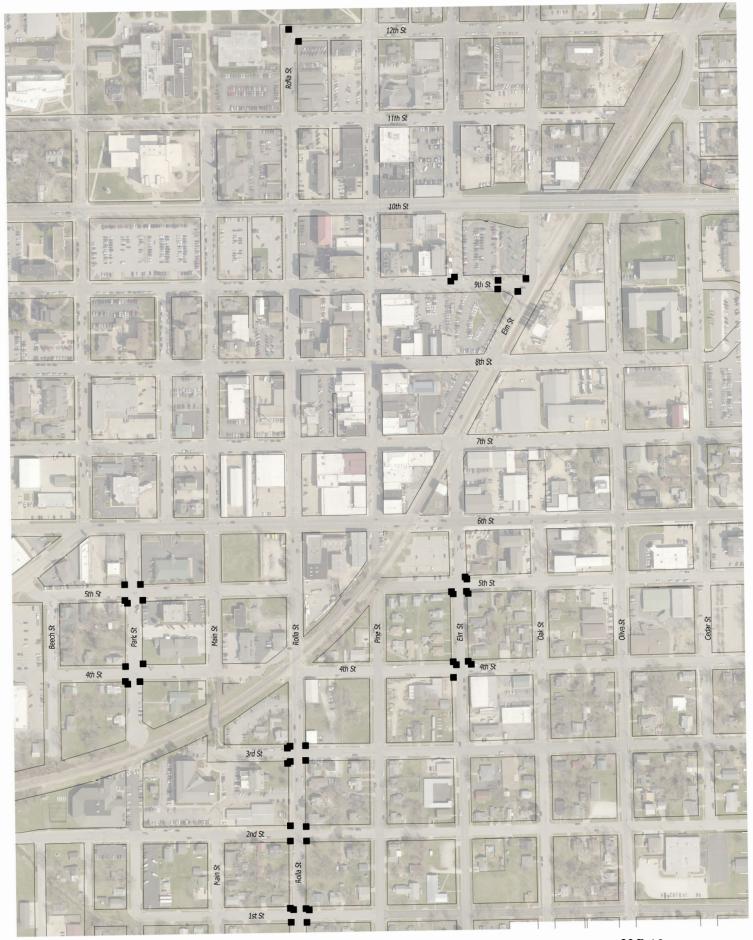
45 ADA curb ramp improvements on Rolla City streets

Task	Date
Date funding is made available or allocated to recipient	10/1/2025
Solicitation for Professional Engineering Services (advertised)	12/11/2025
Engineering Services Contract Approved	1/1/2026
Preliminary and Right-of-Way Plans Submittal	1/1/2027
(if Applicable)	
Plans, Specifications & Estimate (PS&E) Submittal	4/1/2027
Plans, Specifications & Estimate (PS&E) Approval	6/1/2027
Advertisement for Letting	7/1/2027
Bid Opening	8/1/2027
Construction Contract Award or Planning Study completed	9/1/2027
(REQUIRED)	

^{*}Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

^{**}Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

RAMP LOCATIONS



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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD:
ACTION REQUESTED:
ITEM/SUBJECT:
Amending Sec. 31-3 of City Code Pertaining to Park Hours
BUDGET APPROPRIATION: N/A
DATE: October 6, 2025

COMMENTARY: This Ordinance will help reduce unwelcomed activities and vandalism in city parks after dark (i.e. loitering, drug use, and vandalism).

The current Ordinance is as follows:

Section 31-3. Loitering, etc., in public parks or playgrounds — Prohibited. It shall be unlawful for any person to enter or loiter, idle, wander, stroll, play or remain in any city park or playground during the hours **between 12:00 midnight and sunrise**.

The amended section would read:

Section 31-3. Park Hours: It shall be unlawful for any person to enter or remain in any city outdoor park or playground from one hour after sunset to one hour before sunrise, except in areas illuminated for the purpose of nighttime activities or when Parks Department-sanctioned activities are taking place.

Recommendation: Final reading of the ordinance amending Sec. 31-3 of the Rolla City Code pertaining to Park Hours.

	V.C.1	
ITEM NO.		

Ordinance No.	
---------------	--

AN ORDINANCE TO AMEND THE CITY CODE REGARDING PARK HOURS

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

SECTION ONE: The City Code is hereby amended by repealing Section 31-3 and enacting one new section in lieu thereof, to read as follows:

Section 31-3. Park Hours.

It shall be unlawful for any person to enter or remain in any city outdoor park or playground from one (1) hour after sunset to one (1) hour before sunrise, except in areas illuminated for the purpose of nighttime activities and when Parks Department sanctioned activities are taking place.

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

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

SECTION FOUR: 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.

ADDROVED.

	ATTROVED.	
	Mayor	
ATTEST		
City Clerk		
Approved as to form:		
City Counselor		



CITY OF ROLLA CITY COUNCIL AGENDA

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

SUBJECT: Conditional Use Permit to allow an Agricultural Business Use (golf driving range) in the R-1,

Suburban Residential district at 1905 Country Ridge Rd

MEETING DATE: August 18, 2025

Background:

The applicant seeks to construct a golf driving range on a portion of a 45 acre property. The golf range itself would occupy about 8 acres of the property. The applicant proposes to improve the existing gravel access road to meet the requirements for fire access. The parking area would be located about 1,800 feet from the end of the paved street. The graveled parking area is planned to accommodate at least 10 vehicles. The gravel access and parking is intended as a temporary solution until the use is found to warrant further expansion and/or investment. Ten tee boxes are proposed.

The use would be self-service via a golf ball vending machine. No outdoor lighting is proposed at this time. No restroom facilities are proposed at this time.

A Conditional Use Permit may be approved to allow "Agricultural Business" Uses in the R-1 district. The intent of the CUP is to allow certain commercial uses that may be appropriate in residential areas. The removal of R-R, Rural Residential zoning from the zoning code created a need for a way to allow uses that could be found in the agricultural lands, farms, undeveloped properties, and larger lots in locations where commercial zoning would not be appropriate.

The property is located on a long, gravel private drive. The drive is located within a platted, unbuilt right-of-way of Country Ridge Rd which was dedicated with the Country Ridge Subdivision plat. The applicant also owns the remainder of the unbuilt subdivision which the private drive passes through.

The City Council conducted the public hearing at the August 4, 2025 meeting and had the first reading of the ordinance. At the August 18, 2025 meeting, the City Council voted to postpone the final reading of the ordinance to the October 6, 2025 meeting to allow for revisions to the ordinance based on feedback provided at the meeting and received by email after the meeting. Staff has revised the ordinance based on the feedback received.

Application and Notice:

Applicant/Owner - Jared Jordan of Jordan + Jordan Designs, LLC

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

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

Property Details:

Current zoning - R-1, Suburban Residential

Proposed use - Agricultural Business use (golf driving range)

Land area - About 45 acres (golf driving range occupies about 8 acres)

Building area - No structures are proposed at this time

Public Facilities/Improvements:

Streets - The subject property has access to Country Ridge Rd, a collector street, via a private

drive.

Sidewalks - There are no existing sidewalks adjacent to the property.

Utilities - The property is not served by water or sewer utilities. No services would be needed for

the proposed use at this time.

Comprehensive Plan: The Comprehensive Plan indicates that the subject property is appropriate for Low

Density Residential uses.

Discussion: Agricultural Business uses include uses such as mining, seasonal sales, wind and solar

generation, garden equipment sales, landscaping/mulch sales, tree and plant sales, farmers markets, veterinarian services, boarding kennels, stables, camp grounds, event venues, and other similar uses. A golf driving range is not specifically listed. However, golfing does require larger properties and is a relatively low impact use that is often found in residential and rural areas. The use seems appropriate to be considered as an Agricultural Business use, however, the Planning Commission and/or City Council may find that the golf driving range use is not appropriate to be considered as an Agricultural

Business use.

The driving range is about 800-900 feet (233-266 yards) in length from the tee box to the property line. The property line is lined by trees which should help prevent balls from leaving the property. A beginner golf player may drive 150-180 yards. An average recreational player may drive 200-250 yards. A professional can drive 250-300 yards. The site is intended to be oriented at an angle and located behind some trees to prevent balls from leaving the property on the north side of the driving range.

The conditions of approval in the ordinance have been revised based on feedback received from the City Council.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on August 12, 2025 and voted 6-0 to recommend approval of the request with the following conditions:

- 1. The Conditional Use Permit expires three (3) years after the date of approval unless an extension is approved by the Planning and Zoning Commission. The Commission may review the use to determine if any modifications are needed to the site and/or conditions of approval to mitigate any impacts to surrounding property owners. In addition, the gravel parking and access will be reviewed at that time.
- 2. After construction of the facility and prior to commencement of the use, the Community Development Director, or designee, must inspect the site to determine compliance with all requirements of the Conditional Use Permit and applicable city codes.
- 3. The use is limited to daylight hours and the addition of site lighting is prohibited.
- Expansion of the facilities to provide additional tee boxes, outdoor lighting, or construction of buildings/structures will require approval of an amended Conditional Use Permit.
- 5. The gravel access road must be improved/constructed and maintained to comply IFC Appendix D as a fire access road. In lieu of providing a mid-way turnaround, the road must be constructed to be 26 feet in width.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance, Public Notice Letter, Letter of Request, Site Plan

ORDINANCE NO.	
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AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY ADDRESSED AS 1905 COUNTRY RIDGE RD FOR AN AGRICULTURAL BUSINESS USE (GOLF DRIVING RANGE) IN THE R-1 SUBURBAN RESIDENTIAL DISTRICT.

(CUP25-02)

WHEREAS, an application for a Conditional Use Permit (CUP) was duly filed with the Community Development Department requesting that the City of Rolla issue a Conditional Use Permit for the property addressed as 1905 Country Ridge Rd for an Agricultural Business Use (golf driving range) in the R-1, Suburban Residential district; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on August 12, 2025 and recommended the City Council approve the issuance of the proposed Conditional Use Permit with specified conditions of approval; and

WHEREAS, the Rolla City Council, during its August 18, 2025 meeting, conducted a public hearing concerning the proposed Conditional Use Permit to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by authorizing the issuance of a Conditional Use Permit for an Agricultural Business Use (golf driving range) in the R-1, Suburban Residential district on property addressed as 1905 Country Ridge Rd, and as described as follows:

A part of the S1/2 of Lot 1 & 2 in the NW1/4 of Sec. 19 and the N1/2 of Lot 1 in the SW1/4 of Sec. 19, Twp. 37 N., Rng. 7 W. in Phelps County, Missouri more fully described as follows: Commencing at the Northeast Corner of the S1/2 of Lot 2 in the NW1/4 of Sec. 19; thence along Lot line South 0°25'44" West 397.01 feet; thence leaving said Lot line South 89°23'03" East 660.00 feet; thence South 0°25'44" West 924.00 feet to the North line of the N1/2 of Lot 1 SW1/4 of Sec. 19; thence with same South 89°23'03" East 689.96 feet to the East line of Lot 1; thence with same South 1°01'38" West 1324.20 feet to the South line of the N1/2 of Lot 1 in the SW1/4; thence with same North 89°18'11" West

1332.32 feet to the East line of the N1/2 Lot 2 SW1/4; thence with same North 0°18'15" East 1322.30 feet to the North line of the N1/2 Lot 2 in the SW1/4; thence with same North 89°36'17" West 1325.36 feet to the West line of the S1/2 Lot 2 in the NW1/4; thence with same North 0°42'27" East 839.51 feet; thence leaving said Lot line South 88°27'20" East 1006.78 feet; thence North 29°53'17" West 539.11 feet; thence North 2°41'58" East 50.02 feet; thence S 88°25'14" E 584.78 feet to the point of beginning. Containing 85.29 acres, as per survey by Mark A. Mueller, Integrity Engineering, Inc., dated July 16, 2001.

Except: A tract of land being part of the South Half of Lot 2 of the Northwest Quarter in Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, City of Rolla, Phelps County, Missouri and being more particularly described as follows: Beginning at a found iron rod with cap (Mueller LS-2238) at the northeast corner of the South Half of Lot 2 of the Northwest Quarter of Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, said corner being the northeast corner of property now or formerly to Jordan + Jordan Designs, LLC, as recorded in document number 2022-2079 of the Phelps County Recorder's Office, said corner also being on the west line of property now or formerly to Joyce E. Huffman and Michele Broxton, as joint tenants, not as tenants in common, with right of survivorship, as recorded in document number 2012-1244 of said recorder's office; thence leaving said corner along the east line of said South Half of Lot 2 and the east line of said Jordan property, South 00°24'15" West, 386.99 feet to a point on the south line of said Huffman / Broxton property, where a found iron rod with cap (Mueller LS-2238) bears South 00°24'15" West, 12.73 feet; thence leaving said east line of the South Half of Lot 2 along the south line of said Huffman / Broxton property, South 86°51'32" West, 11.78 feet to a found iron rod; thence leaving said south line along the west line of said Huffman / Broxton property, North 02°08'30" East, 387.89 feet to the Point of Beginning and contains 2,276 square feet or 0.0522 acre, more or less; according to a property boundary survey performed by The Sterling Company during the month of April, 2024.

Also Except: A tract of land being part of the South Half of Lot 1 of the Northwest Quarter in Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, City of Rolla, Phelps County, Missouri and being more particularly described as follows: Commencing at a found disk monument (Elgin LS-2560) at the northwest corner of the Northwest Quarter of the Southeast Quarter of the abovementioned Section 19, where a found iron rod with cap (Mueller LS-2238) bears North 64°58'22" West, 5.01 feet, said point being the northeast corner of the North Half of Lot 1 of the Southwest Quarter of said Section 19 per a survey by Mueller dated 07/27/2001; thence leaving said corner along the north line of the North Half of Lot 1 of the Southwest Quarter of Section 19, North 89°15'54" West, 694.46 feet, where a found iron rod with cap (Mueller LS-2238) bears, North 00°25'11" East, 0.82 feet, said point being on the east line of property now or formerly to Jordan + Jordan Designs LLC, as recorded in document number 2022-2079 of the Phelps County Recorder's Office; thence leaving said point along said east line of Jordan property, North 00°25'11" East, 42.58 feet to a point on the south line of property now or formerly to Joyce E. Huffman and Michele Broxton, as joint tenants, not as tenants in common, with right of survivorship, as recorded in document number 2012-1244 of said recorder's office, said point being the True Point of Beginning of the herein described property, where a found iron rod bears, South 88°18'09" East, 8.61 feet marking the southwest corner of said Huffman / Broxton property; thence leaving said point along said south line, North 88°18'09" West, 8.61 feet to a found iron rod at said southwest corner:

thence leaving said point along the west line of said Huffman / Broxton property, North 02°20'00" East, 257.85 feet to a point on the east line of said Jordan + Jordan Designs LLC property; thence leaving said point along said east line, South 00°25'11" West, 257.90 feet to the Point of Beginning and contains 1,110 square feet or 0.0255 acre, more or less, according to a property boundary survey performed by The Sterling Company during the month of April, 2024.

SECTION 2: That, as a condition of approval of this ordinance, this Conditional Use Permit will be subject to the following conditions:

- 1. All city codes, including but not limited to codes pertaining to an Agricultural Business Use in the R-1, Suburban Residential district, shall apply, except as noted herein.
- 2. The driving range will require a business license which may be rescinded in the event of non-compliance with city codes.
- 3. The Conditional Use Permit expires three (3) years after the date of approval of this ordinance, unless extended by the City Council. If an extension is requested by the applicant, the Planning and Zoning Commission and City Council will review the request and may elect to deny the extension; or may grant the extension and modify the conditions of approval and/or impose additional conditions of approval. In such case, the applicant will have 120 days to comply with the revised conditions of approval. Upon review for the extension, the Planning and Zoning Commission and City Council may review items such as, but not limited to, the traffic, signage, lighting, noise, need for netting and/or re-alignment of the range, gravel access road, gravel parking area, and need for restroom facilities.
- 4. Community Development Director, or designee, must inspect the site before commencement of the use and no less than annually to determine compliance with all requirements of the Conditional Use Permit and applicable city codes.
- 5. The use is limited to daylight hours; the use of site lighting to illuminate the driving range is prohibited.
- 6. Expansion of the facilities to provide additional tee boxes, outdoor lighting, or construction of buildings/structures not indicated on the approved site plan will require approval of an amended Conditional Use Permit.
- 7. Section 42.313 of the Rolla City Code requires that all driving and parking surfaces be paved. The paving requirement is waived to allow a temporary gravel access road to access the site. The road must be improved/constructed and maintained to comply IFC Appendix D as a fire access road.
- 8. IFC Appendix D requires special approval by the Fire Chief for a fire access road over 750 feet in length. The Fire Chief will approve a fire road that is constructed to be 26 feet in width for the entire length.
- 9. Section 42.313 of the Rolla City Code requires that all driving and parking surfaces be paved. The paving requirement is waived to allow a temporary gravel parking area at this time, to be reviewed if an extension to the Conditional Use Permit is requested by the applicant.
- 10. Any signage on the property must meet Section 42.344, subsection 2 of the Rolla City Code (up to 64 square feet in area) or Section 42.341 of the Rolla City Code (exempt signs). One sign meeting the requirements of Section 42.344, subsection 1 of the Rolla City Code (up to 32 square feet in area) may be permitted on property owned by the applicant along the right of way of Country Ridge Rd.

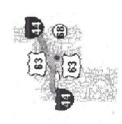
SECTION 3: This ordinance shall be in full force and effect from the date of passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS $20^{\rm TH}$ DAY OF OCTOBER, 2025.

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

Phelps County, MO





Legend

Computer ID/Tax Account Nun Parcel Boundary Land Hook

- Dashed Land Hook Solid Land Hook
- Corporate Limit Line

×

- County Boundary
- <all other values>
- INTERSTATE HIGHWAY
- **US HIGHWAY**
- NUMBERED STATE HIGHWAY
 - LETTERED STATE HIGHWAY



Notes

This Cadastral Map is for informational purposes only, it does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

557.7 Feet

278.83

557.7

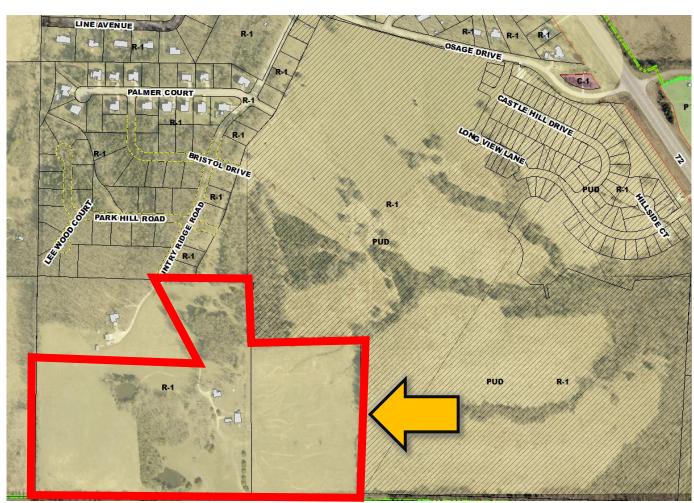
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1905 Country Ridge -

The plan is to install a driving range on our farm. I have a site plan attached that shows the preliminary lines and set up of the facility. This range will be almost exactly 300yds deep, with trees lining the back property line, and left side property line. These trees will not be touched and will act as a good buffer and obstacle that will help with errant shots. The teeing ground will be set back into a row of trees that will also help with any shots that may go left, these trees will help with knocking balls down and overall a sight line that encourages hitting the ball towards the middle to right side of the range. Per Rolla Fire Department, a 26 foot wide road will be installed from the edge of the pavement to the parking area according to IFC Appendix D. This road will be engineered and approved by Paul Frisbee with Frisbee Engineering. This range will require very little new construction or change. All facilities will be directed away from any neighbors, the only thing I see that could affect anything is some additional traffic to our facility. The teeing ground will be big enough to accommodate approximately 10 people, with 10 or more parking spots available, at any time. At this time it will operate only during the day. I think the location is a perfect spot with the new subdivision being constructed, close to town, the effect on any neighbors is very minimal if any.



PUBLIC NOTICE





Project Information:

CUP 25-02 Case No: Location:

1905 Country Ridge Rd Applicant: Jordan + Jordan Designs

Request:

Conditional Use Permit to allow a Agricultural Business Use (golf driving range) in the R-1, Suburban Residential

district



Public Hearings:

Planning and Zoning Commission

> August 12, 2025 5:30 PM

City Hall: 1st Floor

City Council

August 18, 2025 6:30 PM

City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner

tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

LEGAL DESCRIPTION

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

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit is a request for a special use in a zoning district which requires additional review. The Planning and Zoning Commission may recommend conditions which the applicant must continue to meet for as long they own the property.

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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



A part of the \$1/2 of Lot 1 & 2 in the NW1/4 of Sec. 19 and the N1/2 of Lot 1 in the SW1/4 of Sec. 19, Twp. 37 N., Rng. 7 W. in Phelps County, Missouri more fully described as follows: Commencing at the Northeast Corner of the \$1/2 of Lot 2 in the NW1/4 of Sec. 19; thence along Lot line South 0°25'44' West 397.01 feet; thence leaving said Lot line South 89°23'03" East 660.00 feet; thence South 0°25'44" West 924.00 feet to the North line of the N1/2 of Lot 1 SW1/4 of Sec. 19; thence with same South 89°23'03" East 689.96 feet to the East line of Lot 1; thence with same South 1°01'38" West 1324.20 feet to the South line of the N1/2 of Lot 1 in the SW1/4; thence with same North 89°18'11" West 1332.32 feet to the East line of the N1/2 Lot 2 SW1/4; thence with same North 0°18'15" East 1322.30 feet to the North line of the N1/2 Lot 2 in the SW1/4; thence with same North 89°36'17" West 1325.36 feet to the West line of the \$1/2 Lot 2 in the NW1/4; thence with same North 0°42'27" East 839.51 feet; thence leaving said Lot line South 88°27'20" East 1006.78 feet; thence North 29°53'17" West 539.11 feet; thence North 2°41'58" East 50.02 feet; thence \$ 88°25'14" E 584.78 feet to the point of beginning. Containing 85.29 acres, as per survey by Mark A. Mueller, Integrity Engineering, Inc., dated

Except: A tract of land being part of the South Half of Lot 2 of the Northwest Quarter in Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, City of Rolla, Phelps County, Missouri and being more particularly described as follows: Beginning at a found iron rod with cap (Mueller LS-2238) at the northeast corner of the South Half of Lot 2 of the Northwest Quarter of Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, said corner being the northeast corner of property now or formerly to Jordan + Jordan Designs, LLC, as recorded in document number 2022-2079 of the Phelps County Recorder's Office, said corner also being on the west line of property now or formerly to Joyce E. Huffman and Michele Broxton, as joint tenants, not as tenants in common, with right of survivorship, as recorded in document number 2012-1244 of said recorder's office; thence leaving said corner along the east line of said South Half of Lot 2 and the east line of said Jordan property, South 00°24'15" West, 386.99 feet to a point on the south line of said Huffman / Broxton property, where a found iron rod with cap (Mueller LS-2238) bears South 00°24'15" West, 12.73 feet; thence leaving said east line of the South Half of Lot 2 along the south line of said Huffman / Broxton property, South 86°51'32" West, 11.78 feet to a found iron rod; thence leaving said south line along the west line of said Huffman / Broxton property, North 02°08'30" East, 387.89 feet to the Point of Beginning and contains 2,276 square feet or 0.0522 acre, more or less according to a property boundary survey performed by The Sterling Company during the month of April, 2024.

Also Except: A tract of land being part of the South Half of Lot 1 of the Northwest Quarter in Section 19, Township 37 North, Range 7 West of the Fifth Principal Meridian, City of Rolla, Phelps County, Missouri and being more particularly described as follows: Commencing at a found disk monument (Elgin LS-2560) at the northwest corner of the Northwest Quarter of the Southeast Quarter of the abovementioned Section 19, where a found iron rod with cap (Mueller LS-2238) bears North 64°58'22" West, 5.01 feet, said point being the northeast corner of the North Half of Lot 1 of the Southwest Quarter of said Section 19 per a survey by Mueller dated 07/27/2001; thence leaving said corner along the north line of the North Half of Lot of the Southwest Quarter of Section 19, North 89°15'54" West, 694.46 feet, where a found iron rod with cap (Mueller LS-2238) bears, North 00°25'11" East, 0.82 feet, said point being on the east line of property now or formerly to Jordan + Jordan Designs LLC, as recorded in document number 2022-2079 of the Phelps County Recorder's Office; thence leaving said point along said east line of Jordan property, North 00°25'11 East, 42.58 feet to a point on the south line of property now or formerly to Joyce E. Huffman and Michele Broxton, as joint tenants, not as tenants in common, with right of survivorship, as recorded in document number 2012-1244 of said recorder's office, said point being the True Point of Beginning of the herein described property, where a found iron rod bears, South 88°18'09" East, 8.61 feet marking the southwest corner of said Huffman / Broxton property; thence leaving said point along said south line, North 88°18'09" West, 8.61 feet to a found iron rod at said southwest corner; thence leaving said point along the west line of said Huffman / Broxton property, North 02°20'00" East, 257.85 feet to a point on the east line of said Jordan + Jordan Designs LLC property; thence leaving said point along said east line, South 00°25'11" West, 257.90 feet to the Point of Beginning and contains 1,110 square feet or 0.0255 acre, more or less, according to a property boundary survey performed by The Sterling Company during the month of April,

PUBLIC NOTICE

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance First Reading

ITEM/SUBJECT: MoDOT Municipal Agreement - 10th Street Bridge Detour

DATE: 10/06/2025

COMMENTARY:

Attached is an Ordinance authorizing the Mayor to enter into the included Missouri Highways and Transportation Commission Municipal Agreement.

MoDOT is planning a project to make repairs to the 10th Street (Route BB) bridge over the railroad. This agreement would allow them to close city streets and detour traffic during the project.

Recommendation: The first reading of an ordinance authorizing the Mayor to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission.

ITEM NO. VI.A.1

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY MUNICIPAL AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION	OF ROLLA, MISSOURI A CERTAIN CITY OF ROLLA, MISSOURI AND
BE IT ORDAINED BY THE CITY COUNCIL OF FOLLOWS:	THE CITY OF ROLLA, MISSOURI, AS
Section 1: That the Mayor of the City of Roand directed to execute on behalf of the between the City of Rolla, Missouri and Commission to allow improvements on being attached hereto and marked Exhibit	ne City of Rolla, Municipal Agreement Missouri Highways and Transportation ridge A3080, a copy of said agreement
Section 2: This Ordinance shall be in full of its passage and approval.	force and effect from and after the date
PASSED BY THE CITY COUNCIL OF THE APPROVED BY THE MAYOR THIS 20 th DAY O	•
A	APPROVED:
A	APPROVED:
	APPROVED:
- N	
- N	

CITY COUNSELOR

ORDINANCE NO.

EXHIBIT A

CCO Form: DE11 Municipal Agreement

Approved: 04/93 (CEH) Route: BB
Revised: 03/24 (TLP) County: Phelps
Modified: Job No.: JCD0089

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

- (1) <u>IMPROVEMENT DESIGNATION</u>: The public improvement designated as Route BB, Phelps County, Job No. JCD0089 shall consist of bridge rehabilitation of Bridge A3080, sidewalks and pavement marking.
- (2) <u>IMPROVEMENT WITHIN CITY</u>: The improvement within the City is located as follows:

Beginning at Station 21+12.50, a point 212.5 feet east of N. Elm Street, run in a generally easterly direction along existing Route BB to Station 25+63.50, a point 182.7 feet west of N. Cedar Street. Length of improvement within city is 0.086 miles.

- (3) <u>EXTENT OF AGREEMENT</u>: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.
- (4) <u>LOCATION</u>: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.
- (5) <u>PURPOSE</u>: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. JCD0089.
- (6) <u>RIGHT-OF-WAY USE</u>: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

- (7) <u>CLOSE AND VACATE</u>: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. <u>When the Commission deems it necessary to close Oak Street and Olive Street permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic.</u>
- (8) <u>RIGHT-OF-WAY ACQUISITION</u>: No acquisition of additional right-of-way is anticipated in connection with Job No. JCD0089 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

- (A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.
- (B) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.
- (10) <u>LIGHTING</u>: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.
- (11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of

the Commission.

- (12) <u>DRAINAGE</u>: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.
- (13) <u>PERMITS</u>: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.
- (14) <u>COMMENCEMENT OF WORK</u>: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction <u>costs</u>. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

- (A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, excepting sidewalks whether new or used in place. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of sidewalks, including snow removal on those sidewalks, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.
- (B) The City shall inspect and maintain the sidewalks constructed by this project, and further depicted in attached sketches labeled "Exhibit B", in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.
- (C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

- (16) <u>ACCEPTED WITHIN HIGHWAY SYSTEM</u>: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:
- (A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and
- (B) The City shall perform or cause to be performed normal maintenance on the project site.
- (17) <u>CITY TO MAINTAIN</u>: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.
- (18) <u>POLICE POWERS</u>: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.
- (19) <u>RESTRICTION OF PARKING</u>: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.
- (20) <u>OUTDOOR ADVERTISING</u>: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.
- (21) <u>WITHHOLDING OF FUNDS</u>: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's

failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

- (22) <u>FEDERAL HIGHWAY ADMINISTRATION</u>: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.
- (23) <u>INDEMNIFICATION</u>: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.
- (24) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.
- (25) <u>COMMISSION REPRESENTATIVE</u>: The Commission's Central District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- (26) <u>CITY REPRESENTATIVE:</u> The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.
- (27) <u>NOTICES</u>: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:
 - (A) To the City:
 Mayor Louis J. Magdits IV
 P.O. Box 979
 Rolla, MO 65402
 Phone No. (573) 426-6948
 Email: Imagdits@rollacity.org
 - (B) To the Commission:
 Machelle Watkins, P.E.
 Central District Engineer

1511 Missouri Boulevard P.O. Box 718 Jefferson City, MO 65109 Phone No. (573) 751-7687 Email: Machelle.watkins@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

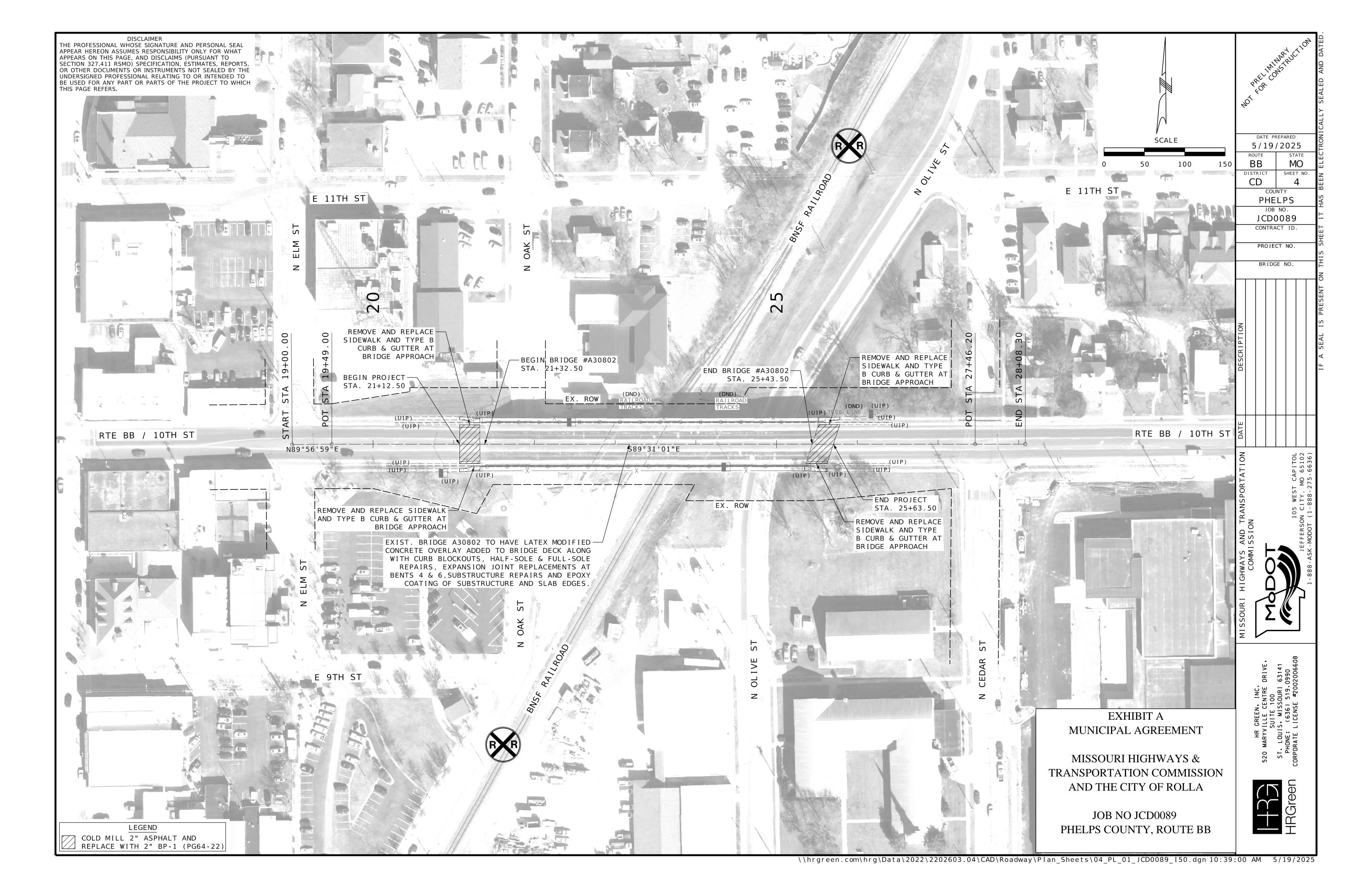
- (28) <u>ASSIGNMENT</u>: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.
- (29) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.
- (30) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (31) <u>SOLE BENEFICIARY</u>: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.
- (32) <u>AUTHORITY TO EXECUTE</u>: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.
- (33) <u>SECTION HEADINGS</u>: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

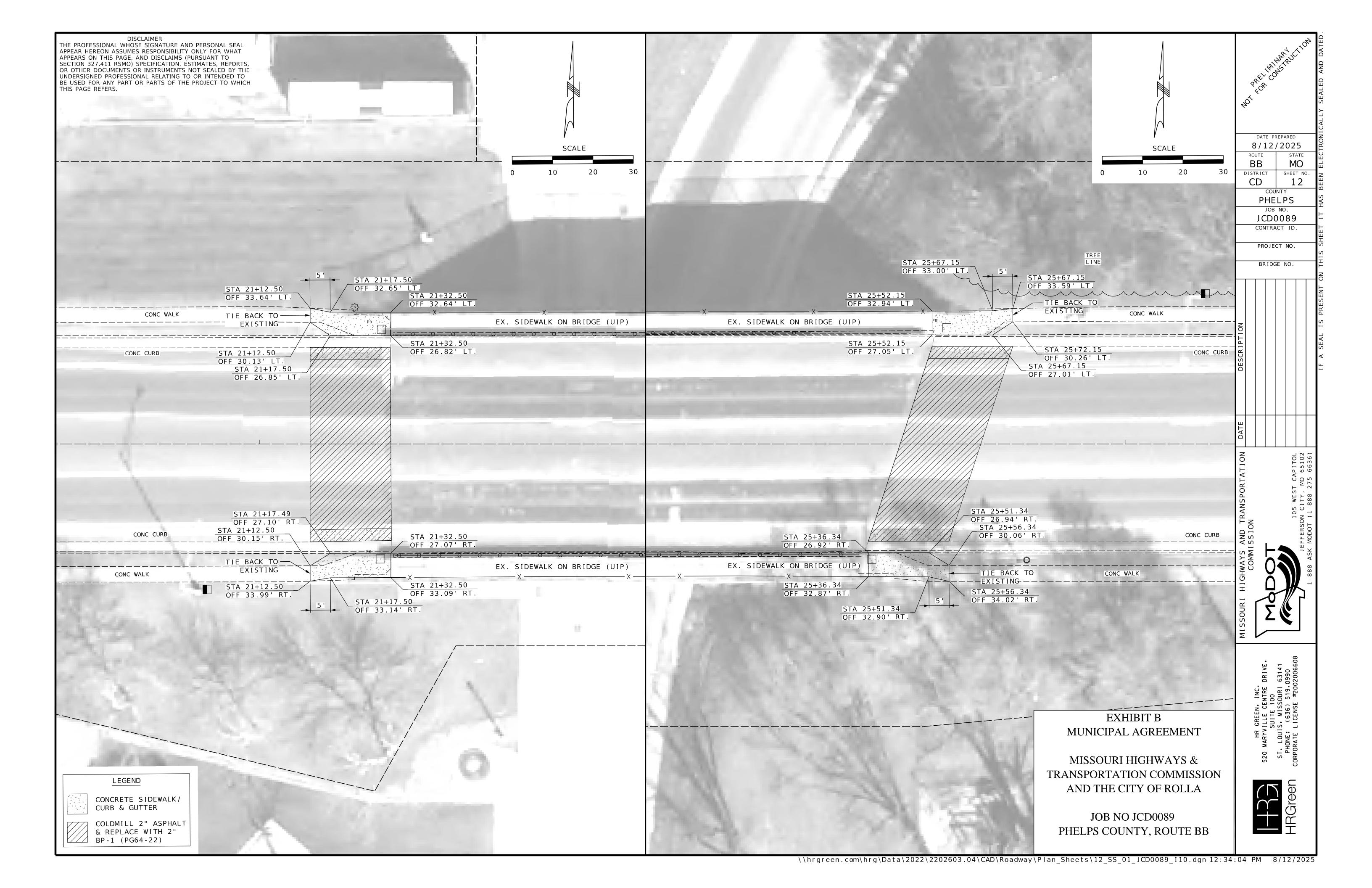
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on	(Date).
Executed by the Commission on	(Date)
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF ROLLA
Ву:	By:
Title: Assistant Chief Engineer	Title: Mayor
ATTEST:	ATTEST:
Secretary to the Commission	By:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Commission Counsel	By: Title: <u>City Attorney</u>
	Ordinance Number

7 VI.A.9





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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Little Oaks Road No-Parking

DATE: 10-06-25

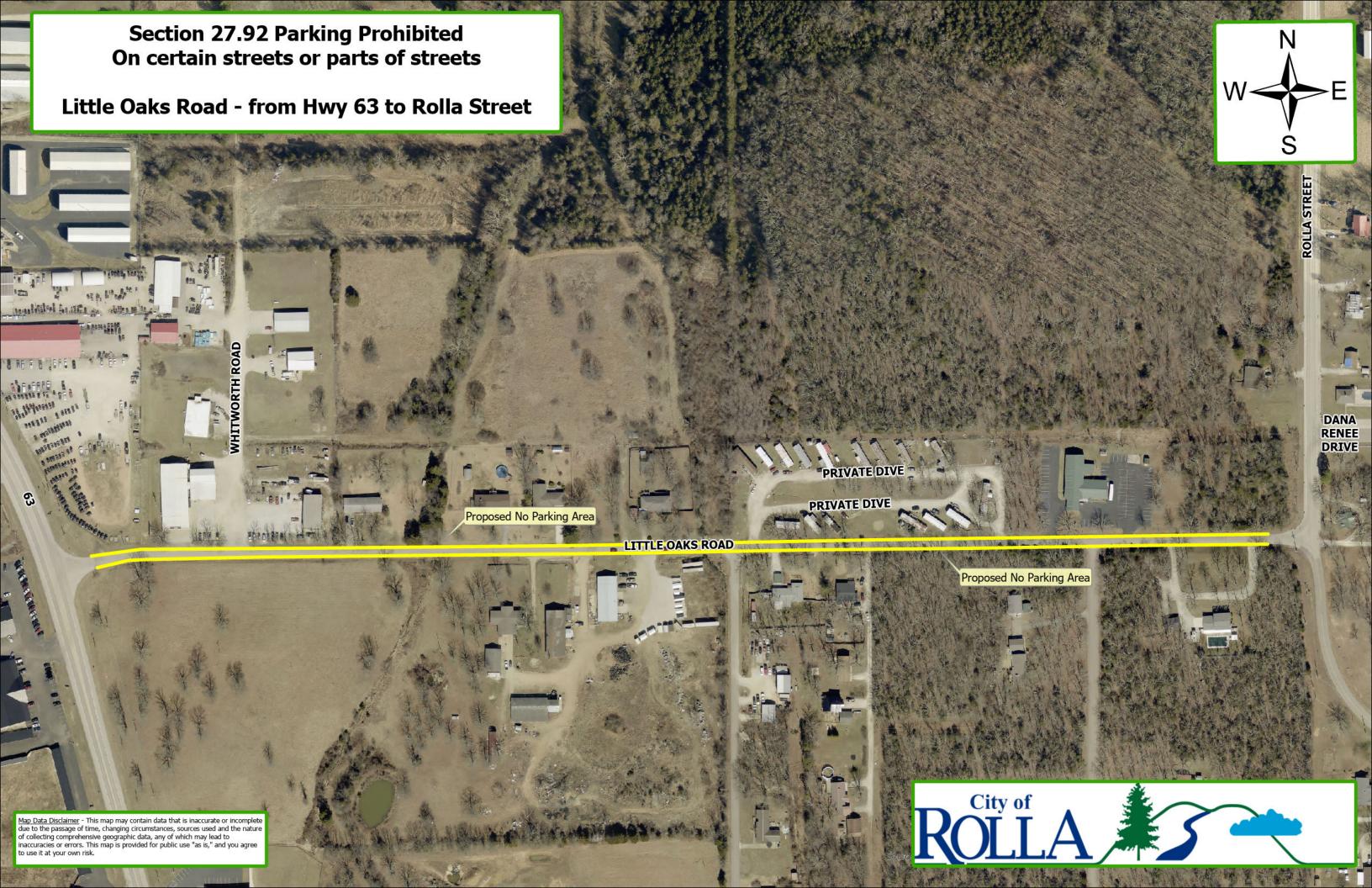
COMMENTARY:

Staff is requesting to remove parking on Little Oaks Road between Route 63 and Rolla Street. The existing roadway width is not wide enough to allow parking.

RECCOMENDATION: The first reading of an ordinance to prohibit parking on Little Oaks Road.

ITEM NO. VI.B.1

ORDINAN	CE NO
	92 OF THE GENERAL ORDINANCES OF THE S. THE CODE OF THE CITY OF ROLLA,
NOW, THEREFORE, BE IT ORDAINE ROLLA, MISSOURI AS FOLLOWS:	ED BY THE CITY COUNCIL OF THE CITY OF
Section 1: That Section 27-92 of the Code of the hereby amended by adding the following:	e City of Rolla, Missouri, pertaining to parking is
Sec. 27-92 Parking Prohibited – On ce	rtain streets or parts of streets.
It shall be unlawful for any person to car his/her name to be unlawfully parked as	use or permit any motor vehicle registered in set out in this section.
Little Oaks Road, on both sides, from Bisl	nop Avenue (U.S. Highway 63) to Rolla Street.
Section 2: That this ordinance shall be in full for and approval.	rce and effect from and after the date of its passage
PASSED BY THE CITY COUNCIL OF THE C BY THE MAYOR THIS 20 th DAY OF OCTOI	ITY OF ROLLA, MISSOURI, AND APPROVED BER, 2025.
	APPROVED:
ATTEST:	MAYOR
CITY CLERK	
APPROVED AS TO FORM:	
CITY COUNSELOR	



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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Airport Infrastructure Grant Agreement

DATE: 10/06/2025

COMMENTARY:

The attached ordinance authorizes the Mayor to execute an Airport Infrastructure Grant Agreement with the Missouri Highways and Transportation Commission for the construction phase services. This grant will reimburse eligible fees at 95% from the Rolla National Airports Infrastructure Investment and Jobs Act entitlement funds.

Recommendation: The first reading of an ordinance authorizing the Mayor execute an Airport Infrastructure Grant Agreement with the Missouri Highways and Transportation Commission

ITEM	NO.	VI.C.1	

ORDINANCE NO
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AIRPORT INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.
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 Infrastructure Grant Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit "A".
Section 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS $20^{\rm th}$ DAY OF OCTOBER 2025.
APPROVED:
MAYOR
ATTEST:
CITY CLERK
APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CCO FORM: MO24 Sponsor: City of Rolla Project No.: 23-056A-1 Approved: 12/23 (MWH)

Airport Name: Rolla National Revised: 08/25 (MWH)

Modified:

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT INFRASTRUCTURE GRANT AGREEMENT

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THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Infrastructure Grant ("AIG") Program.

WHEREAS, the FAA has entered a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the Commission for the administration of AIG funds for airport planning, development, and noise program implementation projects conforming to Public Law (117-58), as permitted under Title 49 United States Code (USC) §47128 at non-primary airports in the State (covered airports); and

WHEREAS, the Commission, as an approved SBGP participant, has the administrative responsibility to administer AIG funds for Sponsors of covered airports; and

WHEREAS, the Commission has submitted to the FAA a Block Grant Project Application dated September 5, 2023, for a Grant of Federal funds at or associated with Missouri SBGP Airports, which is a covered airport in Missouri and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer, and the Commission has accepted the terms of FAA's Grant Offer; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the Commission, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (hereinafter, "Grant") to the Commission for eligible and justified projects (hereinafter, "Projects") for covered airports; and

WHEREAS, the Commission has been selected by FAA to administer federal funds under AIG program; and

WHEREAS, the Sponsor has applied to the Commission for a sub-grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

TAXIWAY A RECONSTRUCT

NOW, THEREFORE, pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the State Block Grant Project Application for AIG funds; and in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

- (1) <u>PURPOSE</u>: The purpose of this Agreement is to provide financial assistance under the AIG grant program.
- (2) <u>PROJECT TIME PERIOD</u>: The project period shall be from the date of execution by the Commission to December 31, 2027. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.
- (3) <u>TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY</u>: The Sponsor shall provide satisfactory evidence to title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Tile form provided by the Commission.
- (4) <u>AMOUNT OF GRANT</u>: The initial amount of this grant is not to exceed Two Hundred Seventy-Six Thousand Seven Hundred Ninety-Nine Dollars (\$276,799) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.
- (A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.
- (B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.
- (5) <u>AMOUNT OF MATCHING FUNDS</u>: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Fourteen Thousand Five Hundred Sixty-Eight Dollars (\$14,568).
- (A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.
- (B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.
- (6) <u>ALLOWABLE COSTS</u>: AIG grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

- (7) <u>WITHDRAWAL OF GRANT OFFER</u>: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.
- (8) <u>EXPIRATION OF GRANT OFFER</u>: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before October 15, 2025, or such subsequent date as may be prescribed in writing by the Commission.
- (9) <u>FEDERAL SHARE OF COSTS</u>: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, the regulations, the Secretary of Transportation's (Secretary's) policies and procedures and the Act(s) reference above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- (10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees, to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty-five percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.
- (11) <u>RECOVERY OF FEDERAL FUNDS</u>: The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purpose of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.
- (12) <u>UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY</u>: The United States is not responsible or liable for damage to property or injury to persons that may

arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

- (13) <u>PAYMENT</u>: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.
- (A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.
- (B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.
- (C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance, and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.
- (D) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.
- (14) <u>ADMINISTRATIVE/AUDIT REQUIREMENTS</u>: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.
- (A) If the Sponsor expends one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars (\$1,000,000) in a year, the Sponsor may

be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

- (B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.
- (C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.
- (D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.
- (15) <u>ASSURANCES/COMPLIANCE</u>: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR §200.332 and current FAA Advisory Circulars (ACs) for AIG projects and/or the Commission's specifications. These assurances, ACs, and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications, and current "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.
- (16) <u>LEASES/AGREEMENTS</u>: The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.
- (A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.
- (B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.
- (17) <u>NONDISCRIMINATION ASSURANCE</u>: With regard to work under this Agreement, the Sponsor agrees as follows:
- (A) <u>Civil Rights Statutes</u>: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the

Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

- (B) <u>Administrative Rules</u>: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.
- (C) <u>Nondiscrimination</u>: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.
- (D) <u>Solicitations for Subcontracts, Including Procurements of Material and Equipment</u>: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.
- (E) <u>Information and Reports</u>: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.
- (F) <u>Sanctions for Noncompliance</u>: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:
- 1. Withholding of payments under this Agreement until the Sponsor complies; and/or
- 2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.
 - (G) <u>Incorporation of Provisions</u>: The Sponsor shall include the provisions

of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

- (18) <u>CANCELLATION</u>: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.
- (A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.
- (B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.
- (19) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- (20) <u>APPLICALBE LAWS AND REGULATIONS</u>: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

- (21) <u>WORK PRODUCT</u>: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.
- (22) <u>CONFIDENTIALITY</u>: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.
- (23) <u>NONSOLICITATION</u>: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- (24) <u>DISPUTES</u>: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.
- (25) <u>INDEMNIFICATION</u>: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(26) <u>INSURANCE</u>:

- (A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:
- 1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and
- 2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional

insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

- (B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- (27) <u>HOLD HARMLESS</u>: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.
- (28) <u>NOTIFICATION OF CHANGE</u>: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage

Administrator of Aviation

Missouri Department of Transportation

P.O. Box 270

Jefferson City, MO 65102

(573) 526-5571 (573) 526-4709 FAX

email: kyle.lepage@modot.mo.gov

Sponsor: John Butz

City of Pollo

City of Rolla P.O. Box 979 901 N Elm

Rolla, MO 65402 (573) 526-6948 (573) 426-6947

email: jbutz@rollacity.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date

of the facsimile or email transmission of the document.

- (29) <u>DURATION OF GRANT OBLIGATIONS</u>: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.
- (A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.
- (B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.
- (C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.
- (30) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.
- (31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.
 - (32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any

interest in this Agreement without the prior written consent of the Commission.

- (33) <u>BANKRUPTCY</u>: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.
- (34) <u>COMMISSION REPRESENTATIVE</u>: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- (35) <u>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT</u> (<u>FFATA</u>) <u>OF</u> 2006: The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.
- (36) <u>BAN ON TEXTING WHILE DRIVING</u>: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
- (A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- (B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
- 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

- (A) <u>POSTING OF CONTACT INFORMATION</u>: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- (B) <u>PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE</u> <u>ENTITY</u>: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and

subrecipients' employees may not:

- 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
- 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
- 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- (C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:
- 1. Is determined to have violated a prohibition in subparagraph (A) of this Grant Condition; or
- 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in subparagraph (A) of this Grant Condition through conduct that is either:
 - A. Associated with performance under this Grant; or
- B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- (D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:
- 1. Is determined to have violated an applicable prohibition in subparagraph (A) of this Grant Condition; or
- 2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (A) of this Grant Condition through conduct that is either:
 - A. Associated with performance under this Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

- 1. Sponsor must inform the Commission immediately of any information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.
- 2. FAA and the Commission's right to terminate unilaterally that is described in subparagraph (A) or (B) of this Grant Condition:
- A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC §7104(g)], and
- B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
- 3. Sponsor must include the requirements of subparagraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) <u>DEFINITIONS</u>: For purposes of this Grant Condition:

1. "Employee" means either:

- A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or
- B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

A. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.

B. Includes:

I. A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR §175.25(b).

II. A for-profit organization.

- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC §7102).
- (38) <u>SUSPENSION OR DEBARMENT</u>: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:
- (A) Verify the non-federal entity is eligible to participate in this Federal program by:
- 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
- 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and
- (B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

- (A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- (B) Unique Entity Identifier (UEI) means a twelve (12) character alphanumeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- (40) <u>FINANCIAL REPORTING AND PAYMENT REQUIREMENTS</u>: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

- (A) <u>Prohibition of Reprisals</u>: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the employee reasonably believes is evidence of:
 - 1. Gross mismanagement of a federal grant;
 - 2. Gross waste of federal funds;
- 3. An abuse of authority relating to implementation or use of federal funds;
 - 4. A substantial and specific danger to public health or safety; or
 - 5. A violation of law, rule, or regulation related to a federal grant.
- (B) <u>PERSONS AND BODIES COVERED</u>: The persons and bodies to which a disclosure by an employee is covered are as follows:
- 1. A member of Congress or a representative of a committee of Congress;
 - 2. An Inspector General;
 - 3. The Government Accountability Office;
- 4. A federal office or employee responsible for oversight or management at the relevant agency;
 - 5. A court or grand jury;
 - 6. A management official of the grantee or subgrantee; or
 - 7. A federal or state regulatory enforcement agency.
- (C) <u>SUBMISSION OF COMPLAINT</u>: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.
- (D) <u>TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT</u>: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.
 - (E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions,

limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

- (F) <u>ASSUMPTION OF RIGHTS TO CIVIL REMEDY</u>: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).
- (42) <u>AIRPORT LAYOUT PLAN</u>: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.
- (A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."
- (B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).
- (C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
- (43) <u>AIRPORT PROPERTY MAP</u>: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.
- (44) <u>ENVIRONMENTAL IMPACT EVALUATION</u>: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.
 - (45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by

the Commission on November 7, 2019, is incorporated herein by reference.

- (46) <u>SOLID WASTE RECYCLING PLAN</u>: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).
- (47) <u>RUNWAY PROTECTION ZONE</u>: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:
- (A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.
- (B) <u>EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE</u>: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
 - (C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.
- (48) <u>ENGINEER'S DESIGN REPORT</u>: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.
 - (49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric

design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

- (50) <u>PLANS, SPECIFICATIONS AND ESTIMATES</u>: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.
- (A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.
- (B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- (C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;
- (D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- (E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
- (51) <u>CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS</u>: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.
- (52) <u>CONSTRUCTION PROGRESS AND INSPECTION REPORTS</u>: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.
 - (A) The Sponsor shall require the resident project representative to keep

daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

- (B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.
- (53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, et seq.), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.
- (54) <u>COMPETITIVE SELECTION OF CONTRACTOR</u>: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.
- (55) <u>REVIEW OF BIDS AND CONTRACT AWARD</u>: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.
- (56) <u>NOTICE TO PROCEED</u>: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.
- (A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.
- (B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.
 - (C) Any construction work performed prior to the Sponsor's issuance of

a Notice to Proceed shall not be eligible for funding participation.

- (57) <u>DISADVANTAGED</u> <u>BUSINESS</u> <u>ENTERPRISES</u> (<u>DBEs</u>)-<u>CONSTRUCTION</u>: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.
- (A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.
- (B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.
- (58) <u>LABOR STANDARDS INTERVIEWS</u>: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.
- (59) <u>AIR AND WATER QUALITY</u>: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.
- (60) <u>FILING NOTICE OF LANDING AREA PROPOSAL</u>: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.
- (61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the

Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

- (62) <u>CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS</u>: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.
- (63) <u>RESPONSIBILITY FOR PROJECT SAFETY</u>: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.
- (A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.
- (B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.
- (64) <u>RECORD DRAWINGS</u>: The Sponsor shall provide one (1) set of digital asbuilt construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.
- (65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- (66) <u>BUY AMERICAN:</u> Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

- (67) <u>BUILD AMERICA</u>, <u>BUY AMERICA</u>: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- (68) <u>SPECIAL CONDITIONS</u>: The following special conditions are hereby made part of this Agreement:
- (A) <u>AIRPORT LAYOUT PLAN</u>: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
- (B) <u>LIGHTING</u>: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- (C) <u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED</u> <u>EQUIPMENT IN PROJECT</u>: The Sponsor agrees:
- 1. Prior to commissioning, to assure the equipment meets the FAA's standards; and
- 2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
- (D) <u>MASTER PLAN COORDINATION</u>: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- (E) <u>AIRPORT LAYOUT PLAN COORDINATION</u>: The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
- (F) <u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM</u>: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive

Maintenance–Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- 1. Follow the current version of FAA Advisory Circular 150/5380–6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- 2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- 3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
- A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - (IX) Location of all runways, taxiways, and aprons;
 - I. Dimensions:
 - II. Type of pavement; and
- III. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 - B. Inspection Schedule.
- I. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380–6, the frequency of inspections may be extended to three years.
- II. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- C. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- (IX) Inspection date;
 (II) Location;
 (III) Distress types; and
 (IV) Maintenance scheduled or performed.
- D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- (G) <u>PROJECT CONTAINING PAVING WORK IN EXCESS OF</u> \$500,000: The Sponsor agrees to:
- 1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
- A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
- B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
- C. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
- D. Qualifications of engineering supervision and construction inspection personnel;
- E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
- F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- 2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.
- 3. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- 4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
- (H) <u>MAINTENANCE PROJECT LIFE</u>: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), AIG, or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- (I) PROTECTION OF RUNWAY PROTECTION ZONE AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes, or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission.
- (J) PROTECTION OF RUNWAY PROTECTION ZONE EASEMENT: The Sponsor, under the easement, agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

- (K) <u>PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION</u>: The Sponsor agrees that the Commission's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:
- 1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA airport development grant standards or to notify the Commission of any limitations to competition within the project;
- 2. The Commission's acceptance of Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and
- 3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under this Grant.
- (L) <u>BUY AMERICAN EXECUTIVE ORDERS:</u> The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- (M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).
- (N) <u>Usable Unit of Development</u>: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.
- (O) <u>Duffy Plaintiff Special Term</u>: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe

acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on		(date).
Executed by Commission on		(date).
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF ROLLA	
By:	Ву:	
Title:	Title:	
Attest:	Attest:	
Secretary to the Commission	Ву:	
	Title:	
Approved as to Form:		
Commission Counsel		
	Ordinance No	

CERTIFICATE OF SPONSOR'S ATTORNEY

I,	of Missouri. Further, I have examined the sen by said Sponsor and Sponsor's official the execution thereof is in all respects due the said state and the Airport and Airway didition, for grants involving projects to be asor, there are no legal impediments that Further, it is my opinion that the said grant
	SPONSOR: CITY OF ROLLA
	Name of Sponsor's Attorney (typed)
	Signature of Sponsor's Attorney
	Date

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Ordinance - Pedestrians and Motorists in Roadways and Intersections

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

DATE: October 6, 2025

Commentary:

The purpose of this ordinance is to enhance public safety for both pedestrians and motorists within the City of Rolla, particularly in high-traffic commercially zoned areas and the central city district where vehicle and pedestrian interactions are most frequent. Increasing traffic volumes and pedestrian activity in these areas, especially along certain roadways and intersections, have created situations where individuals are at greater risk of being struck by vehicles, and where drivers are more likely to become distracted or involved in accidents.

This ordinance is needed for several key reasons:

Pedestrian Safety – Pedestrians who cross roadways outside of designated intersections or linger on medians place themselves in direct conflict with moving traffic. Such behavior increases the likelihood of serious injury or fatality. Requiring that pedestrians only cross at intersections and crosswalks helps reduce unsafe mid-block crossings and ensures motorists can better anticipate pedestrian movement.

Traffic Flow and Accident Prevention – When pedestrians unexpectedly enter the roadway or remain on medians, drivers may be forced to make sudden stops or swerves, increasing the risk of vehicle collisions. Prohibiting these behaviors helps maintain steady traffic flow and reduces unnecessary hazards.

Reduction of Driver Distractions – Pedestrians standing, sitting, or otherwise lingering in medians and intersections create visual distractions that take drivers' attention away from the roadway. These distractions can result in preventable accidents. By restricting such activity in commercial and central city corridors, the ordinance promotes more focused and attentive driving in the areas with the highest vehicle volumes.

Clarity for Motorists and Pedestrians – Clearly defining where pedestrians may cross, when they must obey traffic signals, and where lingering is prohibited establishes predictable and consistent rules for everyone using the roadway. This reduces confusion and improves compliance with safety measures.

Reasonable Exceptions – The ordinance provides exemptions for law enforcement, emergency responders, public employees, and individuals engaged in necessary vehicle repairs or emergency

	ITEM NO.	 VI.D.1	- 1/2

situations. This ensures that safety rules do not interfere with legitimate or urgent needs.

In summary, Section 36-106 is designed to prevent avoidable injuries, reduce the likelihood of vehicle collisions, and protect both pedestrians and motorists by regulating the use of arterial

roadways, intersections, and medians with a specific focus on commercial zones and the central city district where the risks are greatest. The ordinance represents a proactive step by the City of Rolla to prioritize community safety, reduce distractions, and promote the safe and efficient movement of traffic throughout the city.
Recommendation:
First Reading

VI.D.2

ITEM NO.

ORDINANCE NO.

AN ORDINANCE Regarding the Rights and Duties of Pedestrians and Motorists in Roadways and Intersections.

BE IT ORDAINED by the City Council of the City of Rolla, Missouri, as follows:

SECTION 1. The City Code, Chapter 36, Streets and Sidewalks, is hereby amended by adding one new Article to read as follows:

Article VIII Rights and Duties of Pedestrians and Motorists in Roadways and Intersections

Section 36-106 Rights and Duties of Pedestrians and Motorists in Roadways and Intersections.

- A. Purpose. City Council finds and declares that the purpose of this section is to:
 - 1. Protect pedestrians and motorists from traffic hazards and potential injuries that they may be exposed to when pedestrians engage in any activity on those portions of public streets that are open, improved, and in actual use for vehicular travel, and on medians within public streets located within the city limits of Rolla, Missouri.
 - 2. Provide for the safe and expeditious flow of traffic and intersections located within the city limits of Rolla, Missouri.
 - 3. Protect pedestrians and motorists from traffic hazards and potential injury that may result from distractions created by persons engaging in activities on public streets or medians located within the city limits of Rolla, Missouri; and
 - 4. The City Council finds that persons sitting or standing beside the roadways at the locations covered by this ordinance, or within the paved area of those roadways, or within the medians of those roadways, creates a risk to drivers and pedestrians and tends to interfere with traffic moving through that intersection.
- B. **Definitions.** The following words, terms, and phrases, when used in this section shall have the following meanings, except where the context clearly indicates a different meaning:
 - 1. **Intersection** means any intersection of at least one roadway; and/or a median of at least one roadway. An "intersection" shall include the intersection and the intersecting roadways for a distance of 100 feet from the intersection.
 - 2. Arterial roadway, for the purposes of this Chapter, means any public roadway located in a commercially zoned district or the Central City District.

3. Median or island means the area between separated traffic lanes measured from edge of the traveled way to edge of the traveled way, including areas between traffic lanes for control of vehicular movements. Such an area may be physically defined by curbing, landscaping, or other physical obstacles to the area's use by vehicles or by traffic control markings, such as paint.

C. Prohibitions.

1. Method of Crossing.

- a. No person shall cross an arterial roadway at any place except at an intersection and in a crosswalk.
- b. If there is a pedestrian-control signal, the person shall obey such a pedestrian control signal when crossing.
- c. If there is no pedestrian control signal, but there is a traffic signal, the person shall obey the traffic signal when crossing.
- d. Where there is no traffic signal, the person shall stop and look both ways before crossing and shall only cross after vehicles have stopped to allow crossing. If an intersection has no traffic signal, vehicles shall stop to allow pedestrians to cross.
- e. In all cases, a pedestrian shall cross at a 90 degree angle to the road being crossed.
- 2. Lingering in a median prohibited. No person shall be located upon a median in an arterial intersection unless in the process of legally crossing a roadway. Failure of a person to leave the median after two consecutive opportunities to cross the roadway in a lawful manner is prima facia evidence of a violation of this subsection, unless such person's mobility is restricted to a degree which makes such person unable to safely cross the roadway during two consecutive opportunities.
- 3. Except in the event of a vehicular or medical emergency, it shall be unlawful for an occupant of a vehicle to exit a vehicle while located within an arterial intersection.
- 4. No pedestrian shall be upon an arterial roadway except to lawfully cross or while entering or exiting a vehicle.

D. Exceptions. This section shall not apply to:

- 1. Any law enforcement officer acting within the scope of his or her official duties;
- 2. Any person engaged in rescue activities, including providing assistance to an injured person or disabled vehicle;
- 3. Any person engaged in emergency repair, towing, or emergency maintenance of a vehicle;

- 4. Public employees acting within the scope of their duties;
- 5. Any person, acting under the direction of the property owner, performing work on private property that necessitates being on an Arterial Street with permission of the City or other public owner of the Right of Way.
- 6. Persons entering or exiting a lawfully stopped or parked vehicle.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20th DAY OF OCTOBER 2025.

	APPROVED:	
ATTEST:	MAYOR	_
CITY CLERK		
APPROVED AS TO FORM:		
CITY COUNSELOR		

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Roger Pankey	ACTION: Ordinance-First Reading
ITEM/SUBJECT: Rate/Fee Increase Proposal	
BUDGET IMPACT: \$260,000 (Rev)	DATE: October 6, 2025
**************************************	************

The costs of operations for Environmental Services have continued to rise significantly over the past few years. Expenses for trucks, repairs, fuel, manpower, and equipment (carts and dumpsters) have all increased dramatically. Tipping fees at the Phelps County Transfer Station will rise from \$59.00 to \$60.25 per ton, leading to an annual expenditure increase for disposal of refuse of approximately \$25,000.00.

Due to these rising operating costs and significant capital expenses, the Environmental Services Department has been operating with a deficit budget for the past couple of years. To maintain sufficient operations and reserves it is necessary to increase revenues this year.

The FY2025-26 budget proposes the following adjustments:

- A \$1.75/month increase from \$17.75 to \$19.50 for residential 90-gallon containers
- A \$1.25/month increase from \$14.75 to \$16.00 for 35-gallon containers
- A 10% increase for commercial dumpsters and special pickups

A copy of the proposed changes and the accompanying ordinance are attached. The suggested effective date for these increases is January 1, 2026.

Recommendation: First reading of the ordinance to amend Ch. 18 of City Code pertaining to trash service fees.

	VI.E.1	
ITEM		

Residential Rates

	Current:	Proposed:
90-gallon:	\$17.75month	\$19.50/month
35-gallon:	\$14.75/month	\$16.00/month
Bags for extras:	\$1.00 each	No change
Bulk waste stickers:	\$5.00 each	No change
Special Pickups	\$30.00/minimum	\$35.00/minimum

Commercial Rates

	Current (monthly):	Proposed (monthly):
90-gallon cart:	1/week - \$17.75	\$19.50
1 cubic-yard:	1/week - \$50.00	\$55.00
	2/week - \$100.00	\$110.00
	3/week - \$150.00	\$165.00
	4/week - \$200.00	\$220.00
	5/week - \$250.00	\$275.00
	Extra - \$28.00	\$30.00/empty
2 cubic-yard:	1/week - \$78.00	\$86.00
	2/week - \$157.00	\$173.00
	3/week - \$235.00	\$258.50
	4/week - \$314.00	\$345.00
	5/week - \$392.00	\$431.00
	Extra - \$35.00	\$38.00/empty
4 cubic-yard:	1/week - \$132.00	\$145.00
·	2/week - \$264.00	\$290.00
	3/week - \$396.00	\$435.50
	4/week - \$529.00	\$582.00
	5/week - \$661.00	\$727.00
	Extra - \$47.00	\$52.00/empty
6 cubic-yard:	1/week - \$188.00	\$207.00
•	2/week - \$375.00	\$412.50
	3/week - \$563.00	\$619.00
	4/week - \$750.00	\$825.00
	5/week - \$938.00	\$1,032.00
	Extra - \$58.50	\$64.00/empty

Container swap fee: \$35.00 \$38.00 (each time)

Construction/Demolition Dumpsters

Current: Proposed:

Daily Rental: \$6.00/day (Mon.-Fri.) \$7.00/day (Mon.-Fri.)

Relocation Fee: \$59.00 \$65.00

Transport Fee: \$3.00/mile \$3.50/mile

(This fee is charged when waste is required to be direct hauled to the landfill.)

Roll-off Boxes:

Pull Charge: \$118.00 \$130.00 (Minimum of one pull/box/monthly.)

Rear-load Dumpsters:

4 cubic-yard: \$94.00/empty \$103.00/empty

6 cubic-yard: \$125.00/empty \$138.00/empty

Compactors:

Pull Charge: \$135.00 (single handling) \$148.50/empty

\$153.00 (double handling) \$168.00/empty

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT: John Butz, City Administrator ACTION REQUESTED: Discussion/Motion

ITEM/SUBJECT: Ratification of The Centre's Natatorium (indoor pool)-continued operation

BUDGET APPROPRIATION: \$150,000 +/- DATE: October 6, 2025

COMMENTARY:

The FY2026 budget (approved) included a \$400,000 transfer from the City's General Fund to the Rec Center Fund intended for full operation of the Centre by the City through March 2026 (6 months) as follows:

\$400,000 General Fund Support

Less \$50,000 Renderings/Feasibility/ Public Engagement

<u>Less \$110,000</u> Fixed City Costs (i.e. property insurance, energy upgrades)

\$240,000 (\$40,000/mo. operational support for 6 months)

Since approving the FY 26 Budget the City and Phelps Health have formally engaged in discussions of the Hospital's leasing and operating The Centre (excluding the 15,000 SF natatorium). Such an arrangement would leave sufficient funds to continue operation of the natatorium by the City for several months -- sufficient time to engage the Community in plans and options. The budget does not include any funds for major mechanical breakdowns/replacements beyond ongoing maintenance.

Centre members are requesting some affirmation, even if just temporary, on the continued use of the indoor pool. The uncertainty is also impacting some prospective members when considering joining the Centre.

It is the recommendation of City Administration for Council to make a motion to continue support and operation of the natatorium at least through April 2026.

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion Bid Award

ITEM/SUBJECT: Backhoe

DATE: 10/06/2025

COMMENTARY:

Staff is requesting to participate in the Sourcewell cooperative purchase of a Caterpillar 430 Backhoe. The existing backhoe is a 2011 Caterpillar 430 with 3800 hours. We will surplus the existing backhoe through Purple Wave or other similar online auctions.

The unit is a planned replacement in the Street Department. The price for the unit is \$152,645.00 and will be paid for out of existing revenues.

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.

Recommendation: Motion to approve the purchase of a Caterpillar 430 backhoe from Fabick Cat for \$152,645.00 using the Sourcewell program.

FISCAL IMPACT:

Fund	Title	Budget Appropriation		Item Budget	Previous Allocations	
07/5-073.560.00	Equipment	\$	200,000.00	\$ 160,000.00	\$	-

ITEM NO.	VII.A.1	



Proposal QUOTE NUMBER | 228596-02 Sep 25, 2025

CATERPILLAR INC. 430-07HT

CITY OF ROLLA





PRICING INFORMATION

Total List Price	\$211,762.00	
Sourcewell Discount 011723-CAT of 22%	(46,588.00)	
Price after Sourcewell Discount	\$165,174.00	
Dealer Cost		
Prep/Fuel/Filters/Freight/Oil Sample kits	5,760.00	
60 Month/3000 Hour Powertrain/Hydraulic/Tech Warranty	2,467.00	
Fabick Discount	(20,756.00)	_
Price to Customer Delivered	\$152,645.00	

EQUIPMENT PROTECTION PLAN

12 Months, Unlimited Hours, Premier For new machines and work tools/attachments the warranty Standard Warranty:

period is 12-months/unlimited hours, starting from

date of delivery to the first user.

430-60 MO/3000 HR POWERTRAIN + **Extended Protection Plan:**

HYDRAULICS + TECH

CUSTOMER VALUE AGREEMENT

First Service Included

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CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Awards (motion X 2)

ITEM/SUBJECT: Dump Truck and Bed

DATE: 10/06/2025

COMMENTARY:

Staff is requesting to participate in the Sourcewell cooperative purchase of an International HV507 truck and a 16' dump bed. The truck would be purchased from Rush Truck Centers of Missouri and the bed from Viking-Cives Midwest. The existing unit is a 2015 Freightliner dump truck. We will surplus the existing dump truck through Purple Wave or other online platform.

The unit is a planned replacement in the Street Department. The price for the truck is \$132,918.92. The price for the bed is \$118,426.00 and both will be paid for out of existing revenues. Total price for the truck and bed is \$251,344.92.

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.

Recommendation: Motion approve the following purchases using the Sourcewell program:

An International HV507 truck from Rush Truck Centers of Missouri for \$132,918.92.

A 16' dump bed to be provided and installed on the International truck from Viking-Cives Midwest for \$118,426.00.

FISCAL IMPACT:

Fund	Title	Budget Appropriation		Item Budget	Previous Allocations	
07/5-073.561.00	Vehicles	\$	350,000.00	\$ 250,000.00	\$	-

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.







HV507 SFA

REG CAB / TANDEM AXLE 6x4

Cab & Chassis Only / to Accommodate 15.5' Dump Body

Sales Proposal For:

CITY OF ROLLA

Presented By: **RUSH TRK CTR OF MO**



Dave Stephens Truck Sales Representative

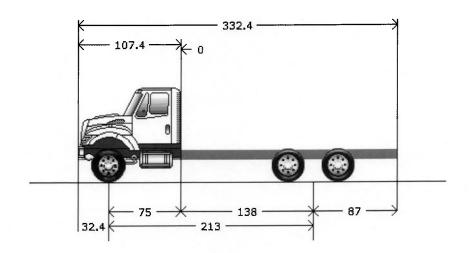
Rush Truck Centers - Jefferson City 573-266-4923 1722 Southridge Drive Jefferson City, MO 65109

573-418-4394

stephensd3@rushenterprises.com

Prepared For: CITY OF ROLLA Darin Pryor PO Box 979 Rolla, MO 65402-0979 (573)364 - 8659 Reference ID: 06/23/2025 Presented By:
RUSH TRK CTR OF MO
David Stephens
1722 SOUTHRIDGE DR.
JEFFERSON CITY MO 651092046
573-636-2133

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile 2027 HV507 SFA (HV507)

AXLE CONFIG:

APPLICATION: MISSION:

6X4 Construction Dump

Requested GVWR: 54000. Calc. GVWR: 58000. Calc. GCWR: 80000

Calc. Start / Grade Ability: 19.46% / 2.41% @ 55 MPH

Calc. Geared Speed: 80.9 MPH

DIMENSION: ENGINE, DIESEL: Wheelbase: 213.00, CA: 138.00, Axle to Frame: 87.00

{Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM

Governed Speed, 370 Peak HP (Max)

TRANSMISSION, AUTOMATIC: {Allison 30

(Allison 3000 RDS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max,

On/Off Highway

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

SUSPENSION, REAR, TANDEM:

{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity

AXLE, REAR, TANDEM:

(Meritor MT-40-14X-4DCR-P) Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, . 433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and

Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.88

CAB:

TIRE, FRONT: TIRE, REAR: Conventional, Day Cab (2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber

Springs, with Transverse Torque Rods, Rubber End Bushings

PAINT:

Cab schematic 100WK

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Base Chassis, Model HV507 SFA with 213.00 Wheelbase, 138.00 CA, and 87.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION 6x4

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Omit Item

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)

AXLE, FRONT NON-DRIVING (Meritor MFS-18-133A) Wide Track, I-Beam Type, 18,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

- : BRAKE LINES Color and Size Coded Nylon
- : DRAIN VALVE Twist-Type
- : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
- : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
- : PARKING BRAKE VALVE For Truck
- : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
- : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER (Wabco System Saver 1200) with Heater

BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Sqln Spring Brake

BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 Sqln

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT (Haldex) Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR (Cummins) 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)

3

AIR TANK LOCATION (2): One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) (Sheppard M100/M80) Dual Power

DRIVELINE SYSTEM (Dana Spicer) SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

TAIL PIPE (1) Turnback Type, Bright

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 8' 10"

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights

BATTERY SYSTEM {JCI} Maintenance-Free, (3) 12-Volt 2100CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

4

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror

RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen, with Daytime Running Lights

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.

Notes

: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.

SAFETY TRIANGLES

SPECIAL RATING, GVWR Limited to 68,000-lb GVWR

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL (Cummins L9 370) EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler

Includes

- : DEAERATION SYSTEM with Surge Tank
- : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
- : RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2025

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

6

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 4.88

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

TRANSVERSE TORQUE RODS (Hendrickson) TRAAX Rod, Transverse Only

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL HEATER (Arctic Fox) In-Tank Type, with Thermostat, for Single Tank

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Premium Level; English with English Electronic Speedometer

Includes

- : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
- : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
- : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, OIL TEMP, REAR AXLE

GAUGE, AIR APPLICATION

GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER (National 2000 195) Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

7

<u>Notes</u>

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"

CAB INTERIOR TRIM Diamond, for Day Cab

Includes

- : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
- : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console. Center Mounted
- : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side

MONITOR, TIRE PRESSURE Omit

WINDSHIELD Heated, Single Piece

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Wing Panel

WINDSHIELD WASHER RESERVOIR Mounted Under Cab with Remote Fill Mounted Behind Cab Drivers Side

ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab. Extended Cab or Sleeper Cab

WHEELS, FRONT (Accuride 50300) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches

- (8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
- (2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Cab schematic 100WK

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Financial Summary 2027 HV507 SFA (HV507)

September 16, 2025

(US DOLLAR)

DescriptionPriceNet Sales Price:\$132,918.92

** At present, this price includes all updated commodity surcharges. While we here at Rush Truck Center of Jefferson City make every attempt to ensure accurate pricing, if future surcharges due to the instability in material costs and/or body delays that may happen, this pricing is subject to any additional surcharges at time of manufacturing or delivery.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller: Sept 16, 2025	Accepted by Purchaser
Official Title and Date	Firm or Business Name
Authorized Signature	Authorized Signature and Date
RUSH TRK CTR OF MO	
1722 SOUTHRIDGE DR.	
JEFFERSON CITY MO 651092046	
573-636-2133	
This proposal is not binding upon the seller without	
Seller's Authorized Signature	
	Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Customer PO

MSRP3190

22956 Hwy 61 PO Box 295 Morley, MO 63767 Phone: 573-262-3545

Sales Rep

Quote

VIN

Quote #	Date
173178	07/24/25

Customer CITY OF ROLLA *****email invoices**** P O BOX 979 ROLLA 65402 MO

Terms

	Shi	р То	
CITY OF ROLL 2303 MCCUTO			
ROLLA	МО	65401	

FOB

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	NET 30	SCOTT	07/24/25		MORL	EY, MO		
tem	Description			Ordere	d UOM	Price P	er	Total Price
SOURCEWELL	Sourcewe Customer Item sold SW-SR01	16, NJ2500)	18) W-TK0554, SW-	1.0 SP0105,	00 EA	78,32		78,325.00
MSRP1140	J	•	f Rolla Specificat 12" channel bur		0 EA		0.00	0.0
WORLE LIAO	ends	umper miteri witi	i iz Gilaililei bui	ripei i.c	O LA		0.00	0.0
3SK4029	CYLINDE	R 2 1/2 X 10 SA		1.0	0 EA		0.00	0.0
MSRP2130	warning li - 36" side - 44" tailga - 1/4" AR4 - 12" dog - 1/4" Cor rear. - 11" Cort - (2) Pull d - Spreade	16' Corten steel body - less hoist, load cover, LED warning lights and installation: - 36" side height - 44" tailgate - 1/4" AR450 one piece floor - 12" dog house - 1/4" Corten V-style long sills with drainage hole at rear 11" Corten bolt on asphalt lip - (2) Pull out ladders - Spreader lines routed to driver side rub rail Body Painted Green			O EA		0.00	0.0
MSRP2290		S 140 Series ho or tandem axle d	st package for V ump body.	iking 1.0	00 EA		0.00	0.00
MSRP2320	Aero 550	load cover with	asphalt tarp for 1	5' body 1.0	0 EA		0.00	0.0
MSRP3010	Hydraulic system for (City of Rolla) - Certified Power System which includes: - Crankshaft driven Hydraulic pump - Electronic hoist and plow joystick controls - Freedom 2 spreader controller - Valve/tank combo unit - mild steel - DA Hoist -SA Plow - Electric prewet				O EA		0.00	0.00

Snow and ice hydraulic install kit (includes hoses,

fittings and hardware)

Lead Time

Ship Via

0.00

0.00

1.00 EA



22956 Hwy 61 PO Box 295 Morley, MO 63767 Phone: 573-262-3545

Fax: 573-262-3369

Quote

Quote #	Date
173178	07/24/25

Customer

CITY OF ROLLA

*****email invoices*****
P O BOX 979

ROLLA MO 65402

Ship To
CITY OF ROLLA MCCUTCHEN
2303 MCCUTCHEN DRIVE

ROLLA MO 65401

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	SCOTT	07/24/25		MORLEY, MO	

Item	Description	Ordered	UOM	Price Per	Total Price
MSRP5135	Whelen VCSYS1 municipal lighting package	1.00	EA	0.00	0.00
MSRP5175	LED spreader light	1.00	EA	0.00	0.00
MSRP5200	ABL 3800 Series LED plow light	1.00	EA	0.00	0.00
MSRP6160	Premier 100NS 45-ton pintle hook with pintle plate, gussets, and d-rings	1.00	EA	0.00	0.00
MSRP6115	VCM supplied 7-wire pigtail - RV style	1.00	EA	0.00	0.00
MSRP9110	Tandem axle install kit (includes miscellaneous electrical components, hardware and labor)	1.00	EA	0.00	0.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	0.00	0.00
MSRP9370	Dump body vibrator	1.00	EA	0.00	0.00
MSRP9150	18X18X24 stainless steel tool box (includes stainless handle and brackets installed)	1.00	EA	0.00	0.00
MSRP1250	MW36R11 Plow assembly with push frame, A-frame, two-chain lift, deflector, Bull Dog Jack, plow markers, MoDot Swivel and Carbide plow blade.	1.00	EA	9,940.00	9,940.00
MO18SCSPR134-MW	16' Viking-Cives VCM-C-16-82-50 201SS drag chain spreader (ss floor)	1.00	EA	25,428.00	25,428.00
MO18SCOPT122	16' galvanized steel spreader stand	1.00	EA	4,733.00	4,733.00
OPTIONS	Please select the desired option(s). Option pricing will need to be added to total quote cost.	1.00	EA	0.00	0.00
	- 16' Viking-Cives VCM-A-16-82-54 201SS single auger spreader w/tanks. Deduct (\$1,360.00) IN LIEU OF CHAIN STYLE SPREADER.				
	- Stainless Steel Shovel Holder				

- Stainless Steel Shovel Holder (ADD \$161.00)



22956 Hwy 61 PO Box 295 Morley, MO 63767 Phone: 573-262-3545

Fax: 573-262-3369

Quote

Quote #	Date
173178	07/24/25

(Customer	
CITY OF ROLLA *****email invoices***** P O BOX 979	*	
ROLLA	MO	65402

Ship To				
CITY OF ROLLA MCCUTCHEN 2303 MCCUTCHEN DRIVE				
ROLLA	МО	65401		

C	Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
		NET 30	SCOTT	07/24/25		MORLEY, MO	

Item Description Ordered UOM Price Per Total Price

- Review Camera System includes 7" color monitor mounted to dash, (2) camera's mounted in upper rear corner post. (ADD \$1,752.00)
- Armour Seal truck frame. (ADD \$730.00)

NOTES

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are mode to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller. Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers.

1.00 EA 0.00 0.00

Sub-Total 118,426.00 Prepared By: sboyer@vikingcivesmidwest.com Memo: 0.000 Shipping Discount 0.00 Taxes 0.00 Customer must fill out the information below before the order can be processed. Total 118,426.00 _ P.O.#:_ Accepted by:_ _ Date:_

*Quoted price does not include any applicable taxes.

^{*}Terms are Due Upon Receipt unless prior credit

^{*}Terms for established accounts. NET 30 days

^{*}Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT: John D. Burk City Administrator ACTION REQUESTED: Motion

DATE: October 6, 2025 BUDGET APPROPRIATION: \$1,558,585

SUBJECT: A Motion to Award Health Insurance Excess Coverage

COMMENTARY:

Attached to this commentary is the renewal obtained on behalf of the City of Rolla by our benefit consultant/broker, Ollis, Akers, Arney (OAA). Effective October 1st, the City made changes in Third Party Administrator (TPA) services (Consociate) and Pharmacy Benefit Management (PBM) services (Ventegra). Since these changes restructured the City health insurance plan design and required significant data sharing, data was not readily available to solicit catastrophic coverage quotes.

Total medical costs incurred by the City's self-insured plan can range from \$4.5 - 5.6M including this cost for re-insurance or excess coverage. Employees contribute 33% of all health insurance costs through premiums, deductibles, and co-insurance and the City of Rolla covers the remaining 67%.

There are two (2) primary areas to consider when reviewing excess coverage: "Total Annual Premiums" and the "Annual Aggregate Attachment Point". The Total Annual Premiums are the fixed costs which represent premiums paid for reinsurance. The Annual Aggregate Attachment Point represents the expected liability in the claims set by the reinsurance carrier based on past years' claims information. These totals combined represent the total estimated plan costs based on past trends. Effective October 1, 2025, the fixed premium will be \$1,558,585 and coupled with the Annual Aggregate Attachment Point represents a 10.5% increase over last year for the "Total Estimated self-funded plan costs".

Currently the City has a deductible for excess coverage of \$100,000 per covered life before reinsurance kicks in. OAA explored additional deductibles of \$125,000 and \$150,000 but the exposure (risk) to additional costs incurred by the City offset the premium savings. On average the City typically has 4 – 7 lives that exceeded the \$100,000 deductible (hence triggering re-insurance).

Due to the September 30th contract expiration date, City Administration had to renew with Sunlife effective 10/1/26. Next year OAA will solicit various options with the complete date from our new TPA/PBM program.

Recommendation: Motion to ratify City Administration's renewal with Sunlife and maintain the current deductible of \$100,000.

****	P 11		VII.C.1
		ITEM NO.	



To accept the renewal proposal, please do the following:

- · At the bottom of this page, select a renewal option and sign where Indicated.
- · Email, fax, or mail this page to me by September 1, 2025, in order to avoid a lapse in coverage,

Policyholder name City Of Rolla PO BOX 979 Policyholder Address:

Rolla, MO 65402

Situs State: Renewal Eff. Date:

MO October 1, 2025 Account number

962854

Renewal status: Open TPA Name: Consociate PPO Name: Aetna PPO

Current	and	mnows	mto	summary	,
Current	and	renewal	rate	summary	,

Tier	Employees
Single	84
Family	87
Total	171

Specific Stop-Loss	policy details and renewal options
Man Abasahalda	the state of the s

Plan thresholds	Current	Renewal option 1	Renewal option 2	Renewal option 3
Individual Specific deductible	\$100,000	\$100,000	\$125,000	\$150 000
Aggregating Specific deductible	None	None	None	None
Annual maximum	Unlimited	Unlimited	Untimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$294.11	\$449.99	\$399.99	\$344.11
Family	\$676.66	\$1,035.29	\$920.26	\$791.69
Total monthly premium	\$83,574.66	\$127,869.39	\$113,661.78	\$97,782.27
Renewal rate action as a % increase to current monthly premium		53.0%	36 0%	17.0%

Aggregate Stop-Loss policy details and renewal options

Aggregate rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$11.21	\$11.77	\$11.77	\$11.77
Total monthly premium	\$1,916.91	\$2,012.67	\$2,012.67	\$2,012.67
Renewal rate action as a % increase to current monthly premium		5.0%	5.0%	5.0%

Aggregate thresholds and rates	Current	Renewal option 1	Renewal option 2	Renewal option 3
Claims basis	Paid	Paid	Paid	Paid
Benefits covered	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Corridor	125%	125%	125%	125%
Minimum Attachment Point %	90%	90%	90%	90%
Single Aggregate deductible factor	\$1,032.68	\$1,032.68	\$1,068.22	\$1,099.56
- Medical	\$779 63	\$779.63	\$815 17	\$846.51
- Rx Drug	\$253 05	\$253.05	\$253.05	\$253.05
Family Aggregate deductible factor	\$2,891.50	\$2,891.50	\$2,991.02	\$3,078.77
- Medical	\$2 182 95	\$2,182.95	\$2,282.47	\$2,370.22
- Rx Drug	\$708 55	\$708.55	\$708.55	\$708.55
Minimum Attachment Point	\$304,475.06	\$304,475.06	\$314,954,30	\$324,194.43
Estimated monthly renewal liability	\$338,305.82	\$338,305.62	\$349,949.22	\$360,216.03
Renewal rate action as a % increase to current monthly		0.0%	3 4%	6.5%

Total estimated annual plan costs

assumptions and contingencies set forth in it.

romi cottinutos annual plan 400to				
Total costs	Current	Renewal option 1	Renewal option 2	Renewal option 3
Total annual premium	\$1,025,898.84	\$1,558,584.72	\$1,388,093.40	\$1,197,539 28
Annual Aggregate Attachment Point	4,059,667,44	4,059,667.44	4, 199, 390.64	4,322,592 36
Total estimated self-funded plan costs	\$5,085,566.28	\$5,618,252.16	\$5,587,484.04	\$5,520,131.64
Renewal rate action as a % increase to total estimated annual		10 5%	9 9%	8.5%
plan cost.				

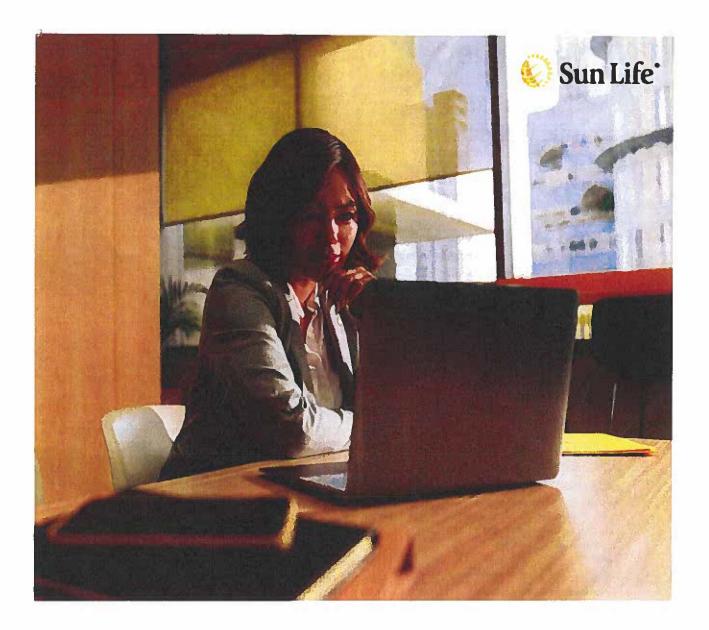
Select renewal option

aggregate deductible factors

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions,

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page

to Dominic vynalen.		No.
Policyholder Signature:	Alla D. But	Date: 9/29/2025
Printed Name	John D. Butz	Printed Title: Coly Administrator



STOP-LOSS

Renewal Proposal

Created for

City Of Rolla

Presented by Dominic Whalen

Dominic.Whalen@sunlife.com

Why Sun Life?

A leader you can continue to count on

As employers make the decision to take on additional risk with self-funding, finding a stop-loss carrier you can count on to provide financial protection from high-cost claims is often an essential step. At Sun Life, we know that being your best partner for stop-loss means being dependable, responsive, and innovative.

We work together with you, our clients and broker partners, to optimize care and cost and to reimburse your most expensive claims, fast.



Healthcare advocacy and care navigation

Count on our clinical experts to empower members to navigate the healthcare system, access the care they need, and confidently make decisions about their health.

- Access to a wide variety of programs including medical Rx management, negotiation specialists, and condition-specific management
- Clinical expertise and in-depth knowledge of the healthcare system
- Fast, seamless, objective process to get expert guidance, quickly
- Improved health outcomes, better member experiences and potential cost savings



Strength and Stability

Count on us to deliver the coverage and customized solutions that best fit your needs.

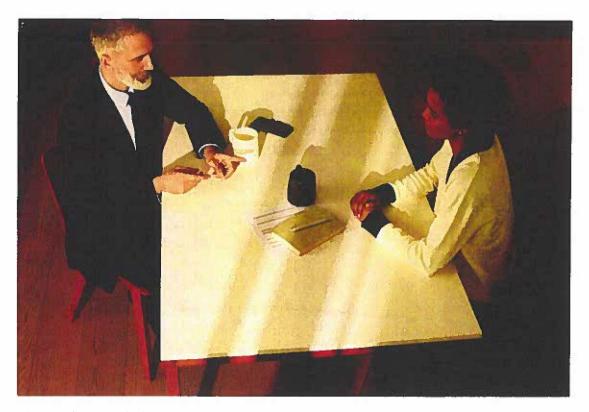
- The largest independent stop-loss provider⁹
- A dedicated team of experts to support you every step of the way
- Over 5.5M covered members and \$2.5B of in-force premium²
- Strong financial ratings, consistent underwriting and dependable, fast claim reimbursement



Insights and Innovation

Count on us to provide actionable insights that make it easier to make the right decisions for your self-funded medical plans.

- Annual high-cost claim and injectable drug trends analysis with actionable recommendations
- Insights on emerging Rx trends and legislative topics that could impact employers
- Self-funding best practices and customized benchmarking data to guide your self-funded strategy
- Interactive tools to make doing business with us even easier



Predictable renewals

Our comprehensive renewal approach provides customers with fair and predictable renewals.

All of Sun Life Stop-Loss renewals include the following:

- 1. An explanation about how **pooling helps** deliver rate stability
- 2. A **claims summary** showing how your plan is performing
- 3. Education about market factors that affect stop-loss rates
- 4. A clear renewal illustration that outlines current rates and renewal options

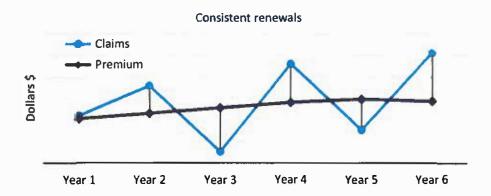


Proposal for City Of Rolla GSLOT-2551, SEPC 24342 05/21 (exp. 05/23)

SECTION ONE

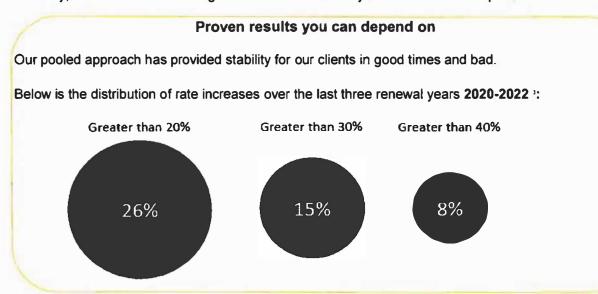
How pooling helps deliver renewal rate stability over time

Sun Life is able to provide increased rate stability through pooling. Pooling combines stop-loss claims experiences between companies to help spread risk and create the opportunity to produce more consistent renewal costs across a large book of business.



The chart above shows how our pooled approach can provide protection against significant changes in renewal costs. Your Stop-Loss claims can rise and fall from year to year, largely due to the volatility often associated with high-cost claims.

In a non-pooled approach, your renewal premium would likely be adjusted each year to reflect your individual claims experience. The corresponding rate changes might be extreme, depending on how poor or how favorable the experience was during the most recent contract periods. Pooling decreases volatility, since the cost of the high-cost claim is shared by the entire customer pool.



Proposal for City Of Rolla GSLOT 2551 SLPC 24342 0518 (exp. 52) The charts below show your current Specific claims activity related to your Specific deductible.

This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Number of claims beyond Specific deductible

Year	Spec level	Claim count	Expected	Actual to expected
Current	\$100,000	2	2	83%
Prior 1	\$75,000	6	5	109%
Prior 2				
Totals		8	8	101%

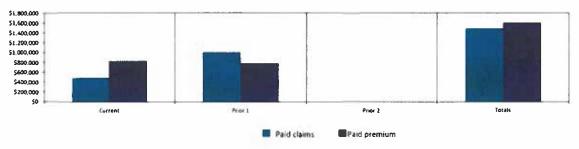
This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s). For the current period, the expected claim count is a year-to-date number to be comparable to the claim count.

Reimbursed claims compared to paid premiums

Year	Claim count	Paid claims	Paid premium	Loss ratio
Current	1	\$484,623	\$825,364	59%
Prior 1	6	\$999,178	\$779,288	128%
Prior 2				
Totals	7	\$1,483,801	\$1.604,652	92%

This chart shows your total reimbursed claims compared to total paid premiums

Paid claims versus paid premiums



This chart shows your total reimbursed claims compared to total premiums.

Estimated reimbursable claims

When preparing your renewal options, Sun Life assumes that a number of claims have not yet been reported in the current policy period. We use a completion factor to help us predict how many claims will be submitted for reimbursement in the remaining months of the policy period. A completion factor is an estimated amount of time it might take for an incurred stop-loss claim to be submitted for reimbursement.

Estimated reimbursable claims projection

Reported claims	Not-yet-reported claims	
Spanning the 8 completed months of the policy year	Spanning the remaining 4 months in the policy year	
32%	68%	

This chart shows the estimated percentage of reported and not-yet-reported claims for your policy year as of the date of this renewal proposal.



SECTION THREE

Market factors that affect stop-loss rates

A variety of market factors impact the development of your stop-loss rates. Some of the more influential are medical trend, leveraged trend, your healthcare plan design, and your group's demographics. However, other factors such as economic conditions, current federal and state legislation, and the stop-loss industry itself are also taken into consideration.



Factors that affect stop-loss rates:



Healthcare plan and group demographics

Healthcare plan design services may like co-payments, deductibles, employee premium contributions, wellness programs, and participation levels

Type of health plan network is a health maintenance organization (HMO), national exclusive provider organization (EPO) or preffered provider organization (PPO) or a reference-based pricing approach

Group demographics like the employee population, geographic location of the employer, and type of industry.



Medical trend is a prediction of how much healthcare costs will change over time. It is driven by a combination of the changes in costs for services as well as the rates of utilization. Historically, medical trend has increased at a rate that has outpaced inflation.4



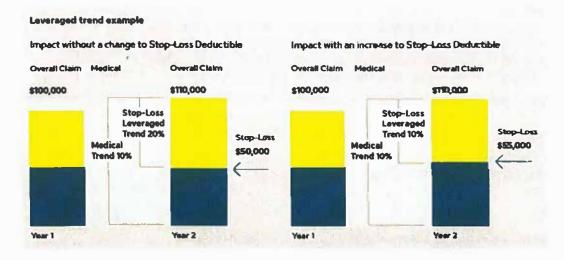
Leveraged trend is a prediction of how much the cost of high-cost claims – the type of claims that stop-loss insurance covers – will rise or fall over time in relation to healthcare costs.

If the stop-loss deductible remains the same from year to year, the division of risk between the employer and the stop-loss insurer will change and the stop-loss carrier will assume a larger portion of the risk in return for higher premiums.

How can you reduce the Impact of leveraged trend?

An employer can offset the effect of leveraged trend on its Specific stop-loss premium by choosing a higher specific deductible to offset the additional risk absorbed by the carrier

Leveraged trend example



Policyholder name: Account number: City Of Rolla

Renewal status

962854 Open

Renewal Eff. Date:

October 1, 2025

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Expert Cancer Review:

For covered members with a cancer diagnosis or ongoing cancer treatment, we provide access to a written second opinion service from leading oncology specialists at Sun Life's expense

· No New Laser Gene Therapy Enhancement:

With this enhancement, we will not add a new laser, modify or increase the amount of an existing laser that was previously set for another treatment or condition, directly related to the cost of a gene therapy drug. We will continue to employ strategies to mitigate the impact of high cost gene therapy claims, ensuring renewal stability.

A gene therapy drug is a prescribed treatment that modifies a person's genes to treat or cure disease. Gene therapy drugs must be designated as a gene therapy and FDA approved. Existing individual Specific Benefit Deductibles applied to a specific Covered Person due to the member's underlying condition or other reasons will apply.

View our Notice of Enhanced Business Practice here.

No New Lasers at Renewal option with Renewal Rate Cap of 50%

This option prevents new lasers from being added to the new policy if it renews. The rate cap applies to Specific Benefit rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group

Advance Funding option

This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider

Retiree coverage

· Rx claims are included and bundled with the administration (no carve-out PBM)

This proposal assumes that your stop-loss insurance will include coverage for prescription drug claims and that the standard large claimant reporting from your medical administrator will include both medical and prescription drug claims. Based on the information provided, your PBM vendor is Ventegra.

■ SunElite™ medical document review service

SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.

Sun Life Clinical 360

Sun Life Clinical 360 is a program utilizing clinical experts who act as a second set of eyes, reviewing claim data to identify cost savings and care optimization opportunities. This program is automatically included for all Sun Life Stop-Loss clients.

The following are not included in your policy

- · Terminal Liability option
- Experience Rating Refund

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer 0.0%

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$50,000 with diagnosis/prognosis for the period of October 1, 2024, through June 30, 2025, with accompanying required information. For large claims the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters

Aggregate Benefit Stop-Loss

Features

Monthly Aggregate Accommodation is included Terminal Liability option is not included

Minimum Attachment Points					
Renewal Option 1	Renewal Option 2	Renewal Option 3			
\$3,653,700,70	\$3,779,451,58	\$3 890 333 12			

Aggregate Stop-Loss renewal acceptance

Renewal acceptance of Aggregate Benefit coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of October 1, 2024, through June 30, 2025. Upon review of that information, we reserve the right to recalculate the Aggregate Benefit Attachment Point.

General coverage

· Captive coverage

Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all

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RHS STUCO PRESENTS THE 2025 HOMECOMING PARADE

Under the Lanterna

Thursday, 16 October, 2025 | 6 pm register: bit.ly/RHSHOCO25 email: rbridgeman@rolla31.org rhs.rolla31.org



The Route

Stage on 7th, Rolla, & Main
Proceed North on Rolla Street
Turn right on 11th Street
Turn Right on Oak Street
Turn left on 8th Street & proceed to RHS





rhs.rolla31.org