



REGULAR CITY COUNCIL MEETING

Monday, July 6, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

PRESIDING: MAYOR LISTER B. FLORENCE JR.

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Council Representative Steve Jackson

3. CONSENT AGENDA

a. Consider Approval of the City Council Minutes of:

May 4, 2026 City Council Minutes. Page 3
May 4th, 2026, Closed Session Minutes.
May 18th, City Council Minutes. Page 9

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

- a. Environmental Services Department monthly report - May 2026
- b. Building Codes monthly report - May 2026 Page 15
- c. Rolla Police Department monthly report - May 2026 Page 16
- d. Animal Control monthly report - May 2026 Page 19
- e. Rolla Municipal Court summary - May 2026 Page 20
- f. Fire Incident Report - May 2026 Page 22
- g. Centre monthly report - None
- h. City of Rolla financials - None
- i. City Project Tracking Spreadsheet (as of 07/01/26) Page 23
- j. Park Advisory Commission Special Meeting for June 25th, 2026 Page 26

5. PUBLIC HEARINGS - None

6. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

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

7. OLD BUSINESS

- a. Bill 2026-01: Ordinance to enter into agreement with Pierce Asphalt, LLC for

8. NEW BUSINESS

- a. **Resolution to reassign the ground lease from First Class Air Services LLC to Krer Aviation LLC. (Public Works Director Darin Pryor) First Reading** Page 37
- b. **Bill 2026-02: Ordinance to permanently close the alley access for the alley intersecting Highway 72 at its Northern end. (Public Works Director Darin Pryor) First Reading** Page 46
- c. **Bill 2026-03: Ordinance to authorize and execute the sale of remanent properties. (City Administrator Keith Riesberg) First Reading** Page 49
- d. **Bill 2026-04: Ordinance authorizing the sale of the 19.75-acre property near the Westside Market Place development.** Page 63

9. CLAIMS and/or FISCAL TRANSACTIONS

- a. **Motion to approve the purchase of 8 full sets of Turnout Gear from Macqueen Emergency Equipment for \$47,557.04. (Fire Chief Jeff Breen)** Page 79

10. CITIZEN COMMUNICATION

11. MAYOR/CITY COUNCIL COMMENTS

- a. **Motion to appoint Micheal Dickens as Council Representative on the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029.** Page 81
- b. **Motion to appoint Amelia Markwell as MS&T Representative on the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029.** Page 82
- c. **Motion to appoint William Hahn to the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029** Page 83
- d. **Town Hall Meeting, Tuesday, July 7th at 6:00 pm at The Centre** Page 84

12. COMMENTS FOR THE GOOD OF THE ORDER

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

13. CLOSED SESSION - Closed Session per RSMo 610.021 – (1) legal and (2) real estate

14. ADJOURNMENT



REGULAR CITY COUNCIL MEETING

Minutes

Monday, May 4, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

COUNCIL PRAYER: Ministerial Alliance

PRESIDING: Mayor Lister B. Florence Jr.

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

1. CALL TO ORDER

Minutes:

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

Mayor Florence called the meeting to order at approximately 6:30 pm and asked Melissa Ganz to lead in the Pledge of Allegiance.

2. PLEDGE OF ALLEGIANCE - Council Representative, Melissa Ganz

3. CONSENT AGENDA

Minutes:

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

- a. Consider Approval of the City Council Minutes of:

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

Minutes:

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

- a. **Building Codes monthly report - March 2026**
- b. **Rolla Police Department monthly report - 2026**
- c. **Animal Control monthly report - 2026**
- d. **Rolla Municipal Court summary - March 2026**
- e. **Fire Incident Report - 2026**
- f. **Centre monthly report - 2026**
- g. **City Project Tracking Spreadsheet (as of April 29, 2026)**
- h. **Parks Advisory Commission Minutes for March 17th, 2026**
- i. **Board of Public Works Minutes for March 3rd, 2026**
- j. **Environmental Services monthly report - March 2026**

5. PUBLIC HEARINGS - None

6. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- a. **Via Zoom Conferencing: Ryan Murray, with ETC Institute - 2026 City of Rolla Community Finding Survey Report**

Minutes:

Via Zoom - Ryan Murray with ETC Institute shared the results of the 2026 Rolla Community Findings Survey which showed a possible 55% in support of a 1/4 cent sales tax initiative with strong interest towards exercise/therapy pool, recreation family pool and multipurpose rooms for youth programming.

- b. **Amanda Wiggins, CPA with Kean Wiggins, and Co. - Tourism Audit Presentation**

Minutes:

Amanda Wiggins, with Kean, Wiggins, and Company presented the 2025 Tourism Audit. The focus was on pages 17-19 which covered funding received from the Hotel/Motel tax, which as of December 31, 2025, showed Total Net Assets of \$710,313

- c. **Mayoral Proclamation - Local Government Week**

Minutes:

Mayor Florence read the proclamation, to be on display at the Employee Luncheon on May 6th..

- d. **Mayoral Proclamation - Bike Month**

Minutes:

Mayor Florence read the proclamation which was presented to members of the Bicycle Pedestrian Advisory Committee.

- e. **Mayoral Proclamation - Building Safety Month**

Minutes:

Mayor Florence read the proclamation and presented it to the Community Development Staff.

f. Mayoral Proclamation - National Police Week and Peace Officer' Memorial Day

Minutes:

Mayor Florence read the proclamation and presented it to Major Will Loughridge.

g. Mayoral Proclamation - Provider Appreciation Day

Minutes:

Mayor Florence read the proclamation and presented it to a large group of childcare professionals. Rachel Allison, Director of Greentree Daycare spoke on behalf of childcare professionals in the area.

7. OLD BUSINESS

a. Ordinance to approve a Final Plat of Audubon Ridge, a multi-family development to create 43 lots at property zoned R-3, Multi-family Residential and vacate certain rights-of-way and easements. (Community Development Director Dawn Bell) Final Reading

Minutes:

City Counselor, James Klahr, read the Ordinance for its final reading by title: ORDINANCE 4909: AN ORDINANCE TO APPROVE THE FINAL PLAT OF AUDUBON RIDGE AND VACATE CERTAIN EASEMENTS AND RIGHTS-OF-WAY.

Motion & Vote A motion was made by Chirban, seconded by Pace, to approve the ordinance. A roll call vote showed: * **Ayes:** Brown, Jackson, Shelby, Markwell, McNeven, Chirban, Rolufs, Pace, Sperry, Behrendt, and Ganz. *

Nays: None

b. Ordinance to approve a Map Amendment to rezone 821 Hwy O from the R-1, Suburban Residential district to the R-3, Multi-family Residential district. (Community Development Director Dawn Bell) Final Reading

Minutes:

City Counselor, James Klahr, read the Ordinance for its final reading by title: ORDINANCE 4910: AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY ADDRESSED AS 821 HWY O FROM THE R-1, SUBURBAN RESIDENTIAL DISTRICT TO THE R-3, MULTI-FAMILY RESIDENTIAL DISTRICT

Motion & Vote A motion was made by Chirban, seconded by Jackson, to approve the ordinance with the restriction included. A roll call vote showed: *

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

c. Ordinance to approve the Final Plat of Rose Senior Villas, a multi-family development to create 2 lots at property proposed to be rezoned to teh R-3, Multi-famiy I Residential district (currently zoned R-1, Suburban Residential) at 821 Hwy O. (Community Development Director Dawn Bell) Final Reading

Minutes:

City Counselor, James Klahr, read the Ordinance for its final reading by title: ORDINANCE 4911: AN ORDINANCE TO APPROVE THE FINAL PLAT OF ROSE SENIOR VILLAS.

Motion & Vote A motion was made by McNeven, seconded by Chirban, to approve the ordinance. A roll call vote showed: * **Ayes:** Rolufs, Shelby, Sperry, McNeven, Behrendt, Ganz, Markwell, Brown, Jackson, Chirban and Pace. *

Nays: None

8. NEW BUSINESS

a. Ordinance adopting and enacting a new code of Ordinances of the City of Rolla. (City Administrator Keith Riesberg) First Reading

Minutes:

This Ordinance will adopt and enact the new code that underwent an extensive legal review and lengthy updates, a project that began in the winter of 2023. City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF ROLLA, COUNTY OF PHELPS, STATE OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

b. Ordinance calling for election to consider a 1/4% sales tax for reimagining the Centre. (City Administrator Keith Riesberg) First Reading

Minutes:

The attached ordinance calls for placing a question on the August 4th ballot to allow voters to decide if they support a 1/4% sales tax for the purpose of funding operations and improvements. City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO IMPOSE A GENERAL SALES TAX WITHIN THE CITY FOR THE PURPOSE OF FUNDING OPERATIONS AND IMPROVEMENTS TO INCLUDE AN EXERCISE/THERAPY POOL, A RECREATION/FAMILY POOL AND MULTI-PURPOSE ROOMS FOR YOUTH AND ADULT PROGRAMMING WITHIN THE RECREATIONAL FACILITY KNOWN AS THE CENTRE.

9. CLAIMS and/or FISCAL TRANSACTIONS

a. Motion to award bid and Ordinance for Project 598 - Rolla Street Storm Sewer Improvements. (Public Works Director Darin Pryor) Motion to Award and First Reading

Minutes:

A motion was made by Pace, seconded by Shelby, to award the bid to Donald Maggi, Inc. Motion passed unanimously by voice vote. City Counselor, James Klahr, 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 DONALD MAGGI, INC.

- b. Motion to award bid and Ordinance for Project 607 - 2026 Maltene Rejuvenation. (Public Works Director Darin Pryor) Motion to Award and First Reading**

Minutes:

A motion was made by Sperry, seconded by Behrendt, to award the bid to Corrective Asphalt Materials, LLC. Motion passed unanimously by voice vote. City Counselor, James Klahr, 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 CORRECTIVE ASPHALT MATERIALS, LLC.

- c. Motion to purchase a D7F dozer from the Missouri Federal Surplus Property system for \$17,000. (Public Works Director Darin Pryor)**

Minutes:

A motion was made by Pace, seconded by Andrew, to approve the purchase of a Caterpillar dozer from the Missouri Federal Surplus Property System for \$17,000. Motion passed unanimously by voice vote.

10. CITIZEN COMMUNICATION

- a. Drake O'Leary shared his concerns about student availability and participation if the City moves the meeting days from Monday to Tuesday**
- b. Collin Gentry - Requested that the City be more transparent on details of the ballot measure regarding development costs and impact on membership fees.**
- c. David Dukes: Shared a picture taken from a local gas station that was selling "water pipes" at the register.**

11. MAYOR/CITY COUNCIL COMMENTS

Minutes:

Council Rep. Jackson: Kudos to the Rolla Chamber of Commerce for their successful Route 66 Centennial Kick-off Block Party.

Mayor Florence: Announced the MS&T graduation would be taking place this coming weekend and asked for kindness and patience regarding the increased traffic flow.

Council Rep. McNeven: Asked a follow-up question regarding questions he had asked at the last meeting as well as Council Rep. Jackson. Both topics are still to be discussed at the scheduled Strategic Planning Meeting.

12. COMMENTS FOR THE GOOD OF THE ORDER

- a. Next City Council meeting, Monday, May 18th, 2026**
- b. Public Works Open House - Public Works Director Darin Pryor**

Minutes:

On Thursday, May 14th, 2026, there is a drop-in scheduled from 4:00 pm to 6:00 pm at the Eugene Northern Community Hall. Citizens are encourage to

come speak with Staff from various departments to discuss current and future projects.

13. CLOSED SESSION - Closed Session per RSMo 610.021 – (3) Personnel

Minutes:

Motion & Vote AT 8:29 pm, a motion was made by Jackson, seconded by Behrendt, to enter into closed session. A roll call vote showed: * **Ayes:** Chirban, Sperry, Jackson, Brown, Markwell, Ganz, Shelby, Behrendt, Rolufs, McNeven and Pace. * **Nays:** None
At 8:46 pm, Council returned from closed session, where there was one personnel issue resolved. Results of item will be made available to the public within 72 hours.

14. ADJOURNMENT

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Minutes published on 05/26/2026, adopted on 06/01/2026



REGULAR CITY COUNCIL MEETING

Minutes

Monday, May 18, 2026 at 6:30 pm

Please Note: The Council Meeting will be conducted at [Rolla City Hall, 901 North Elm Street, Rolla, MO 65401](#). Citizens are encouraged to watch the proceedings live on the City of Rolla, Missouri YouTube page at https://www.youtube.com/@City_of_Rolla/streams

PRESIDING: MAYOR LISTER B. FLORENCE JR.

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

1. CALL TO ORDER

Minutes:

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

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

2. PLEDGE OF ALLEGIANCE - Aaron Pace

3. PUBLIC HEARINGS - None

- Public Hearing and Ordinance to approve a Text Amendment to Chapter 42, Planning and Zoning of the City of Rolla Ordinances Section 42.140, Processes; and Section 42.310, Parking pertaining to permitting and construction standards for parking lots (Community Development Director Dawn Bell) Public Hearing and First Reading**

Minutes:

At 6:32 pm, Mayor Florence opened the public hearing. Community Development Director Dawn Bell spoke on the request which would standardize specifications on required parking lots. With no further questions, the public hearing was closed at 6:34 pm. City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AMENDING CHAPTER 42, PLANNING AND ZONING, ARTICLE I, ADMINISTRATION, SECTION 42-140 BUILDING PERMITS AND ARTICLE III GENERAL PROVISIONS, DIVISION II PARKING, SECTION 42-313 GENERAL REQUIREMENTS.

4. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

a. Rebecca Baker with KPM CPAs and Advisors - Presentation of 2024 Financial Audit

Minutes:

Rebecca Baker briefed Council on the audited financial statements for FY 2024. The independent auditors issued an unmodified (clean) opinion, indicating the financial statements present fairly the financial position and results of operations for the year. The delay on this was due to issues presented when RMU changed accounting systems which delayed their audit. Their audit is a component of the City of Rolla audit.

A motion was made by Jackson, seconded by Behrendt, to accept the audit. Motion passed unanimously by voice vote. City Administrator Keith Riesberg acknowledged the efforts of the Finance Department for the excellent results and finding of this audit.

b. Abby Gill - S&T Student Projects: Pollinator Garden Establishment at Frisco Lake in Schuman Park. (Parks Director, Floyd Jernigan)

Minutes:

The S&T Birding Club, Pollinator Executive Leadership Team the ECO Miners and Sustainable Engineering are working with the Parks & Recreation Department to establish a pollinator garden composed of Missouri Native plants adjacent to the Frisco Lake in Schuman Park.

5. OLD BUSINESS

a. Ordinance adopting and enacting a new code of Ordinances of the City of Rolla. (City Administrator Keith Riesberg) Final Reading

Minutes:

City Counselor, Nathan Nickolaus, read the Ordinance for its final reading by title: ORDINANCE 4912: AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF ROLLA, COUNTY OF PHELPS, STATE OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE

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

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

b. Ordinance calling for election to consider a 1/4% sales tax for reimagining the Centre. (City Administrator Keith Riesberg) Final Reading

Minutes:

City Counselor, Nathan Nickolaus, read the Ordinance for its final reading by title: ORDINANCE 4913: AN ORDINANCE OF THE CITY OF ROLLA, MISSOURI, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO IMPOSE A GENERAL SALES TAX WITHIN THE CITY TO FUND OPERATIONS AND IMPROVEMENTS INCLUDING AN EXERCISE/THERAPY POOL, A RECREATION/FAMILY POOL , AND MULTI-PURPOSE ROOMS FOR YOUTH AND ADULT PROGRAMMING WITHIN THE RECREATIONAL FACILITY KNOWN AS THE CENTRE AS WELL AS ENSURING THE AFFORDABILITY OF THE FACILITY FOR RESIDENTS.

Motion & Vote A motion was made by Sperry, seconded by Behrendt: to approve the ordinance. A roll call votes showed: * **Ayes:** McNeven, Dickens, Sperry, Behrendt, Ganz, Markwell, Pace, Jackson and Brown. * **Nays:** None

c. Ordinance for Project 598 - Rolla Street Storm Sewer Improvements. (Public Works Director Darin Pryor) Final Reading

Minutes:

City Counselor, Nathan Nickolaus, read the Ordinance for its final reading by title: ORDINANCE 4914: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND DONALD MAGGI, INC.

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

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

d. Ordinance for Project 607 - 2026 Maltene Rejuvenation. (Public Works Director Darin Pryor) Final Reading

Minutes:

City Counselor, Nathan Nickolaus read the Ordinance for its final reading by title: ORDINANCE 4915: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND CORRECTIVE ASPHALT MATERIALS, LLC.

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

- **Ayes:** Sperry, McNeven, Behrendt, Jackson, Pace, Dickens, Ganz, Markwell and Brown.
- **Nays:** none

6. NEW BUSINESS

- a. **Ordinance to approve the Final Plat of Blues Lake No. 13, a replat to vacate certain easements and dedicate replacement easements in the C-2, General Commercial district with a PUD, Planned Unit Development overlay at 1630 Bridge School Rd. (Community Development Director Dawn Bell) First Reading**

Minutes:

Community Development Dawn Bell explained that the developer ran into rock issues when trying to install utilities in the original easements. This ordinance would vacate the original easements and dedicate the new easements for utilities.

City Counselor, Nathan Nickolaus, read the Ordinance for its first reading by title: AN ORDINANCE TO APPROVE THE FINAL PLAT OF BLUE’S LAKE PLAT NO. 13 AND VACATE CERTAIN EASEMENTS.

7. CLAIMS and/or FISCAL TRANSACTIONS - None

8. CITIZEN COMMUNICATION

- a. **Nikki Seifert, Co-Executive Director of Bunches of Joy, Inc - Sharing information regarding the Just One Yes (J.O.Y.) Program**

Minutes:

Nikki Seifert and Cass Butler, shared information regarding the Just One Yes (J.O.Y.) Program which is a service that supports young adults ageing out of foster care through programs that teach prevention, self-sustainability and accountability.

- b. **Debbie Castle: Thanked Council for passing the ordinance calling for an August election for The Centre sales tax ballot initiative.**

9. MAYOR/CITY COUNCIL COMMENTS

- a. **Councilmember Sperry: Thursday, May 21st at 5:30pm, The Mission is having an open house to educate attendees on the programs and services offered by their organization.**
- b. **Mayor Florence: 1. The Phelps County Fair is looking for volunteers to work the Fair on May 28th -30th. 2. The Memorial Day Ceremony will be May 25th, 10:00 am, at the Veteran's Memorial Park. 3. The Rolla High School Baseball team will be hosting Class 3, District 2 quarter final games on Tuesday at the ballfield. 4. Kudos to the Chamber of Commerce for providing the opportunity for professional headshots during Small Business Week.**
- c. **Councilmember Jackson - Reminded all on the Military Briefing Breakfast on May 27th at the Innovation Lab.**
- d. **Councilmember Pace: Kids Fishing Day at Ber Juan Lake is coming up on Saturday, May 23rd from 8:00am-2:00pm**

10. COMMENTS FOR THE GOOD OF THE ORDER

- a. **Next City Council meeting, Monday, June 1st, 2026**

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

12. ADJOURNMENT: With nothing further to discuss, the meeting was adjourned at 7:30 pm.

MAY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	May 2026	Apr 2025	May 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Cardboard	128.0 ton	151.8 ton	107.9 ton	618.1 ton	606.4 ton	1,405.0 ton
Newspaper	19.4 ton	35.8 ton	34.0 ton	116.4 ton	140.2 ton	282.1 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	0.0 ton	17.9 ton	17.9 ton
Aluminum	2.2 ton	2.5 ton	2.3 ton	6.9 ton	7.4 ton	16.3 ton
Steel Cans/Scrap Metal	3.9 ton	6.1 ton	2.9 ton	21.4 ton	19.1 ton	51.3 ton
Plastic	0.0 ton	10.0 ton	10.3 ton	19.6 ton	40.8 ton	98.9 ton
Glass	0.0 ton	28.1 ton	20.7 ton	74.1 ton	90.7 ton	195.2 ton
Batteries	0.0 ton	1.7 ton	0.0 ton	2.1 ton	2.7 ton	5.4 ton
Electronic Waste	6.9 ton	3.6 ton	6.6 ton	26.8 ton	18.9 ton	41.9 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton
TOTAL	160.4 ton	239.4 ton	184.7 ton	885.3 ton	944.1 ton	2,113.9 ton

SERVICES PROVIDED

Type of Service	May 2026	Apr 2025	May 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Special Pick-ups	20	30	39	118	156	420
Paper Shredding	5.0 hours	4.8 hours	5.0 hours	22.8 hours	22.0 hours	44.8 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	108	116	104	520	458	1255

DISPOSAL TONNAGE

(Sanitation Division)

Material	May 2026	Apr 2025	May 2025	Year-to-Date 2026	Year-to-Date 2025	Yearly Total 2025
Refuse	1,671.2 ton	1,918.8 ton	1,951.2 ton	8,307.9 ton	8,376.5 ton	20,546.0 ton

**Management Report
FISCAL YEAR 2026**

May 2026

BUILDING PERMITS ISSUED	MAY FY 2026		MAY FY 2025		YTD FY 2026		YTD FY 2025		Δ CHANGE FY 25 - FY 26	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	30	\$ 1,595,601.00	45	3483875.18	305		361		-15.5%	
Electric, Plumbing, etc. Only	15		17		126	\$ -	233	\$ -	-45.9%	
Single Famil Detached	1	\$ 400,000	1	\$ 800,000	54	\$ 14,171,000	9	\$ 3,040,000	500.0%	366.2%
Single Family Attached					4	\$ 900,000	-	\$ -		
Duplexes					2	\$ 530,000	1	\$ 130,000	100.0%	307.7%
3-or-4 family					2	\$ 1,010,000	3	\$ 1,550,000	-33.3%	-34.8%
5-or-more family					-	\$ -	-	\$ -	#DIV/0!	#DIV/0!
Hotels, Motels					-	\$ -	-	\$ -		
Other nonhousekeeping shelter					-	\$ -	-	\$ -		
Amusement, social, recreational	1	\$ 750,000			2	\$ 795,000	-	\$ -		
Churches, other religious					-	\$ -	-	\$ -		
Industrial					-	\$ -	-	\$ -		
Parking garages, storage bldg			1	\$ 250,000	4	\$ 708,000	3	\$ 302,000	33.3%	134.4%
Service stations, repair garages					-	\$ -	-	\$ -		
Hospitals, institutional					-	\$ -	-	\$ -		
Offices, banks, professional					1	\$ 13,294,055	-	\$ -		
Public Works, utilities					-	\$ -	-	\$ -		
Schools, other educational					-	\$ -	-	\$ -		
Stores, customer			1	\$ 1,900,000	-	\$ -	2	\$ 2,700,000	-100.0%	-100.0%
Towers, antennas					1	\$ 129,200	-	\$ -		
Signs, attached and detached	3	\$ 5,301	4	\$ 17,800	27	\$ 1,052,761	21	\$ 199,010	28.6%	429.0%
Residential addition, remodel	4	\$ 160,000.00	9	\$ 415,875	35	\$ 877,941	43	\$ 1,016,041	-18.6%	-13.6%
Commercial addition, remodel	6	\$ 280,300	4	\$ 100,200	29	\$ 25,389,731	29	\$ 14,296,200	0.0%	77.6%
Residential garage, carport					-	\$ -	2	\$ 135,000	-100.0%	-100.0%
Demolition, single family			6		10	\$ -	10	\$ -	0.0%	#DIV/0!
Demolition, 2-family					-	\$ -	1	\$ -	-100.0%	
Demolition, 3-or-4 family					-	\$ -	-	\$ -		
Demolition, 5-or-more family					-	\$ -	-	\$ -		
Demolition, all other			2		6	\$ -	6	\$ -	0.0%	
Total Residential Units	1	\$ 400,000.00	1	\$ 800,000.00	60	\$ 16,611,000	23	\$ 4,720,000	160.9%	251.9%
EST. CONSTRUCTION COSTS		\$ 1,595,601.00		\$ 3,483,875.18		\$ 58,857,688		\$ 23,368,251	#DIV/0!	151.9%
Building Permit Fees		\$ 8,047.11		\$ 11,805.15		\$ 129,598		\$ 84,456	#DIV/0!	53.5%
FEEES		\$ 17,047.11		\$ 27,155.15		\$ 257,873		\$ 161,006	#DIV/0!	60.2%

INSPECTIONS PERFORMED	MAY FY 2026	MAY FY 2025	YTD FY 2026	YTD FY 2025	FY FY 25 - FY 26
Building Inspections	220	72	1766	827	114%
Electrical Inspections	86	26	710	599	19%
Excavation Inspections	0	0	0	0	#DIV/0!
Plumbing Inspections	90	24	568	337	69%
Mechanical Inspections	36	19	210	270	-22%
Code Inspections	219	110	1764	1,104	60%
Nuisance Inspections	116	241	1084	972	12%
Business License Inspections	3	7	58	53	9%
TOTAL INSPECTIONS	770	499	6160	4,162	48%

Rolla Police Department Monthly Report
YTD 2026

Part I Crimes

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

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
May	0	0	0	13	5	27	2	0	47	
YTD 2026	0	8	1	29	22	145	6	1	212	
2025	0	14	6	60	58	370	28	3	539	-13.20%
2024	0	14	4	63	65	430	41	4	621	-15.16%
2023	0	8	6	55	85	515	58	5	732	-9.41%
2022	0	8	6	95	119	531	44	5	808	-0.37%
2021	0	15	9	68	119	564	35	1	811	-23.20%

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
May	6	1	0
YTD 2026	29	6	1
2025	69	15	4
2024	73	14	2
2023	111	38	9
2022	132	42	10

Rolla Police Department Monthly Report

YTD 2026

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2025 YTD	% Increase
Abandoned/Recovered Property	8	11	14	8	19								60	60	0.00%
Abandoned Vehicle	18	17	15	19	30								99	80	23.75%
Accident - Fatality	0	0	0	0	0								0	1	-100.00%
Accident - Injury	19	14	16	17	20								86	92	-6.52%
Accident - Leave The Scene	12	19	9	16	13								69	82	-15.85%
Accident - No Injury	38	26	38	40	37								179	168	6.55%
Accident - Private Property	19	25	19	22	27								112	118	-5.08%
Accident - Road Blocked	9	5	2	2	5								23	39	-41.03%
Adult Abuse	1	0	0	3	0								4	2	100.00%
Alarm LE	73	41	58	40	42								254	308	-17.53%
Animal Bite/Attack	3	6	1	5	1								16	19	-15.79%
Animal Control	76	96	108	95	103								478	427	11.94%
Arson	0	0	0	0	0								0	0	#DIV/0!
Assault	7	6	14	10	11								48	43	11.63%
Assist Agency Non-LEA	93	69	77	87	78								404	393	2.80%
Assist Citizen	19	13	11	17	20								80	69	15.94%
Assist LEA	14	12	17	13	10								66	52	26.92%
Assist Motorist	32	16	20	16	24								108	151	-28.48%
Bomb Threat	0	0	0	0	0								0	1	-100.00%
Building Lockout	1	0	1	1	0								3	0	#DIV/0!
Burglary	14	7	11	9	10								51	50	2.00%
Business/Building Check	305	332	245	337	502								1,721	1,502	14.58%
Call for Police	49	42	36	64	77								268	255	5.10%
Checkpoint	0	0	1	0	0								1	0	#DIV/0!
Check Well Being	71	83	99	93	113								459	527	-12.90%
Child Abuse	1	0	0	2	1								4	22	-81.82%
Child Exploitation/Pornography	0	0	0	3	1								4	3	33.33%
Compliance Check	0	0	0	8	0								8	0	#DIV/0!
Confidential Investigation	0	0	0	1	0								1	3	-66.67%
Conservation Violation	0	0	0	0	0								0	0	#DIV/0!
Court	9	12	19	14	16								70	53	32.08%
Crossing Guard (Officer coverage)	0	0	0	0	0								0	12	-100.00%
CWB 911 Hangup	80	111	114	89	99								493	335	47.16%
Death	1	0	1	1	1								4	1	300.00%
Destruction of Property	12	9	10	12	16								59	58	1.72%
Disturbance-Fireworks	0	0	0	0	0								0	2	-100.00%
Disturbance-Liquor	0	0	0	0	0								0	5	-100.00%
Disturbance-Other	43	33	59	70	61								266	322	-17.39%
Domestic Violence	30	30	28	37	47								172	177	-2.82%
Driving While Intoxicated	7	11	14	7	9								48	49	-2.04%
Drown/Water Rescue	0	0	0	0	0								0	1	-100.00%
Drug Paraphernalia	2	3	3	3	6								17	20	-15.00%
Escort - Bank	0	1	0	0	0								1	1	0.00%
Escort - Courtesy	6	6	6	6	13								37	29	27.59%
Escort - Funeral	2	5	8	5	2								22	40	-45.00%
Evidence Processing	0	0	1	0	7								8	0	#DIV/0!
Exparte Violation	10	6	9	12	16								53	27	96.30%
Field Interview	40	45	65	47	72								269	236	13.98%
Fight	0	2	7	1	5								15	16	-6.25%
Fingerprints	0	0	0	1	0								1	3	-66.67%
Follow-up	144	103	165	117	149								678	589	15.11%
Foot Patrol	0	1	1	2	2								6	0	#DIV/0!
Forgery-Counterfeiting	1	1	0	0	4								6	13	-53.85%
Found Body	0	0	0	0	1								1	0	#DIV/0!
Fraud - Checks/Credit Card	20	28	23	16	17								104	78	33.33%
Harassment	17	15	22	26	20								100	97	3.09%
Identity Theft	0	2	2	2	3								9	8	12.50%
Information Request	222	221	224	252	204								1,123	1,329	-15.50%
Intoxicated Person	7	4	4	2	5								22	20	10.00%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2025 YTD	% Increase
Jail Incident	0	0	0	0	1								1	1	0.00%
Juvenile Complaint	7	8	10	11	11								47	51	-7.84%
Keep the Peace/Standby	10	10	14	16	16								66	56	17.86%
Kidnapping	1	0	0	1	1								3	2	50.00%
Leave without Pay	0	0	1	1	0								2	1	100.00%
Liquor Violation	1	0	0	0	1								2	0	#DIV/0!
Littering/Dumping	0	2	7	0	0								9	10	-10.00%
Loitering	4	7	9	4	7								31	22	40.91%
Lost or Stolen Property	13	6	4	6	12								41	54	-24.07%
Loud Noise Complaint	29	17	27	33	32								138	108	27.78%
Malicious Mischief	1	1	2	1	0								5	5	0.00%
Mental Health	35	26	18	41	29								149	121	23.14%
Missing Person	6	6	11	9	5								37	21	76.19%
Murder	0	0	0	0	0								0	0	#DIV/0!
Narcotics Violation	5	2	15	19	10								51	43	18.60%
No Business License	0	0	0	0	31								31	0	#DIV/0!
Notification	1	1	5	6	0								13	24	-45.83%
Open Door	5	2	4	4	8								23	26	-11.54%
Overdose	5	4	4	4	5								22	21	4.76%
Paper Service	20	42	30	39	40								171	126	35.71%
Prisoner Transport	2	3	3	4	0								12	13	-7.69%
Property Damage-Non Criminal	1	0	5	3	3								12	14	-14.29%
Prostitution	0	0	0	0	0								0	0	#DIV/0!
Prowler	1	0	1	3	3								8	8	0.00%
Public Indecency	4	4	3	5	3								19	9	111.11%
Public Relations	24	32	31	39	21								147	74	98.65%
Pursuit	0	0	1	1	1								3	2	50.00%
Rape/Sexual Assault	1	2	4	3	0								10	7	42.86%
Robbery	2	0	1	0	0								3	3	0.00%
Runaway	3	2	7	3	11								26	35	-25.71%
Search Warrant	3	0	0	0	0								3	1	200.00%
Vacation/Security Check	18	3	7	1	11								40	59	-32.20%
Selective Enforcement	15	11	21	18	13								78	0	#DIV/0!
Sewer Alarm	0	0	1	0	0								1	1	0.00%
Sex Offenses	3	5	3	6	3								20	21	-4.76%
Shots Fired	2	2	1	1	3								9	14	-35.71%
Smoking/Vaping Violation	0	0	0	0	0								0	0	#DIV/0!
Soliciting	2	1	3	4	5								15	5	200.00%
Stabbing or Shooting with Injury	1	1	0	1	0								3	0	#DIV/0!
Stalking	1	1	0	2	1								5	6	-16.67%
Stealing	47	37	41	45	44								214	252	-15.08%
Stolen Vehicle	4	0	2	8	6								20	28	-28.57%
Suicide	0	0	0	0	0								0	1	-100.00%
Suspicious Activity	45	54	58	65	48								270	300	-10.00%
Suspicious Package/Item	1	0	2	0	3								6	3	100.00%
SWAT Callout	0	0	1	0	1								2	0	#DIV/0!
Tampering	2	3	2	3	8								18	15	20.00%
Telephone Harassment	7	12	19	19	15								72	65	10.77%
Tow Sticker Expired	3	9	3	8	11								34	40	-15.00%
Traffic Complaint	97	154	111	145	158								665	739	-10.01%
Traffic Stop	412	405	481	463	580								2,341	1,588	47.42%
Trespassing	36	26	30	35	29								156	183	-14.75%
Try to Contact	50	35	10	17	14								126	81	55.56%
Vehicle Identification	40	39	46	53	45								223	183	21.86%
Vehicle Lockout	3	1	0	1	0								5	4	25.00%
Vehicle Repossession	5	4	3	4	2								18	23	-21.74%
Veterinary Call	3	0	1	6	7								17	12	41.67%
Weapons Violation	0	1	4	4	2								11	18	-38.89%
Totals	2,516	2,470	2,664	2,815	3,179	0	0	0	0	0	0	0	13,644	12,487	9.27%

ANIMAL CONTROL MONTHLY TOTALS

May 2026

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2026 YTD Total	2025 YTD Total
City of Rolla	14	18	0	0	32	147	213
Rolla Area	0	0	0	0	0	1	6
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	4
Monthly Total	14	18	0	0	32		
2026 YTD Total	67	60	1	20		148	
2025 YTD Total	110	69	0	40	219		223
Total Phelps County	0	0	0	0	0	1	6

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2026 YTD Total	2025 YTD Total
Animals Adopted ①	4	6	0	0	10	49	55
Animals Claimed	6	0	0	0	6	30	42
Euthanized(Ill/Injured)	0	0	0	0	0	3	0
Euthanized(Dangerous)	0	0	0	0	0	0	6
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	0	0	24	31
Transferred to Rescue ③	6	9	0	0	15	27	30
Wildlife Relocated	0	0	0	0	0	1	13
Other / TNR	1	1	0	0	2	8	14
Monthly Total	17	16	0	0	33		
2026 YTD Total	71	50	1	13		142	
2025 YTD Total	100	49	0	41			191

ADDITIONAL STATISTICS

	Monthly Total	2026 YTD Total	2025 YTD Total
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%
PR Programs	0	0	1
Calls for Service	93	350	768
Written Warnings	0	0	0
Citations	0	2	0

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: Rolla Municipal	Reporting Period: May 1, 2026 - May 29, 2026
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401			
Physical Address: 901 NORTH ELM, ROLLA, MO 65401		County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:	
Prepared by: Relauun Smith		E-mail Address:	
Municipal Judge: Brad Neckermann			

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	15	834	194
B. Cases (citations/informations) filed	1	217	7
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	1	4
3. court/bench trial - NOT GUILTY	0	1	0
4. plea of GUILTY in court	2	38	15
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	138	0
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	18	0
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	2	196	19
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	14	855	182
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	40	1. # Issued during period	60
2. # Served/withdrawn during reporting period	40	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	839		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: May 1, 2026 - May 29, 2026
--------------------------	-------------------------------	--

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$3,852.50	Court Automation	\$691.09
Clerk Fee - Excess Revenue	\$528.00	Interest Income	\$50.72
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$16.28	Law Enf Arrest-Local	\$333.17
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$1,074.98
Total Excess Revenue	\$4,396.78	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$15,980.64
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$686.50
Fines - Other		Total Disbursements	\$16,667.14
Clerk Fee - Other			
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
Total Other Revenue			

**Fire Incident Report
Calendar Year 2026**

MAY 2026

MAJOR INCIDENT TYPE	MAY 2026 #	YTD 2026 #
Fire	2	49
Hazardous Situation	16	88
Medical	72	317
Public Service	26	139
Rescue	5	19
No Emergency	32	155
Law Enforcement	3	5
TOTAL	156	772

updated as of 07/01/2026

#	Date	Ordinance Number	Line Item	Item/Subject	Amount Authorized	Amount Spent to Date	Project % Completion	Anticipated Remaining Project Expenses	Changes to Project Scope	Anticipated Project Complete Date
1	6/16/2025	Motion		Veterans' Park Pavillions (materials)	\$ 104,341.00	104,341.00	100%	-	none	Spring 2026
2	6/16/2025	4863		Meyer Electric/Wilson Ballfield Lighting	\$ 289,324.00	257,414.00	89%	31,910.00	none	Spring 2026
3	10/6/2025	4877	07/5-073-331	BNSF Preliminary Engineering Agreement for 18th/Bardsley Roundabout	\$ 37,997.00	-	10%	37,997.00	none	Unknown
4	10/6/2025	4878		MoDOT Tap Grant (602) - 45 Curb Ramps 80% grant up to \$149,873	\$ 188,000.00	-	0%	188,000.00	none	Bid in Fall 2026
5	10/6/2025	Motion	07/5-073-561	Purchase of International HV507 truck	\$ 132,918.92	132,918.92	100%	-	none	Spring 2027
6	continued	Motion	07/5-073-561	16'dump bed	\$ 118,426.00	-	0%	118,426.00	none	Spring 2027
7	10/6/2025	Motion	07/5-073-560	Purchase of Caterpillar 430 Backhoe	\$ 152,645.00	152,644.89	100%	-	none	
8	11/3/2025	Motion		Purchase of a refuse truck	\$ 453,345.68	453,345.68	100%	-	none	Completed Spring 2026

9	11/17/2025	Motion		Purchase of 5 RPD Vehicles	\$ 279,730.00	279,730.00	100%	-	none	
10	11/17/2025	Motion		45 Smith & Wessen guns and holsters \$51793.50 before trade-in \$	\$ 30,353.50	-	10%	30,353.50	none	Summer 2026
11	12/1/2025		4890	07/5-073-573 Little Oaks Road Improvements (449) - Donald Maggi	\$ 310,900.50	-	0%	310,900.50	none	Fall 2026
12	1/5/2026		4891	Veterans' Park Pavillions (construction)	\$ 111,999.81	49,589.81	44%	62,410.00	none	Spring 2026
13	1/5/2026	Motion		RPD vehicle equipment & installation	\$ 85,747.00	-	10%	85,747.00	none	Spring 2026
14	1/20/2026		4893	McCutchen Acres Development Agreement	\$ 50,000.00	-	0%	50,000.00	none	Unknown
15	2/2/2026		4896	05/5050-331 Airport Runway Consultant Agreement	\$ 267,641.00	-	0%	267,641.00	none	Spring 2027
16	2/2/2026		4895	05/5050-331 Airport Taxiway Redesign Agreement	\$ 49,415.00	-	0%	49,415.00	none	Spring 2027

17	3/2/2026	4902	07/5073-582	2026 Asphalt Phase 1 (608)	\$ 810,296.90	507,488.57	63%	302,808.33	none	Fall 2026
18	3/16/2026	4905	02/5-050-445	2026 Sewer CIPP (610)	\$ 313,281.00	-	0%	313,281.00	none	Fall 2026
19	4/6/2026	4907	07/5073-582	2026 Asphalt Phase II (609)	\$ 872,350.30	-	0%	872,350.30	none	Fall 2026
20	4/6/2026	Motion		Purchase of 2 vehicle chassis/ body swaps	\$ 280,000.00	262,177.49	100%	-	none	Completed Spring 2026
21	5/18/2026	4914	07/5-073-581 and 582	Rolla Street Storm Sewer (598) - 50% DRA grant up to \$1.25 mill	\$ 2,961,151.85	-	0%	2,961,151.85	none	Spring 2027
22	5/18/2026	4915	07/5-073-447	2026 Maltene Rejuvenation (607)	\$ 140,336.00	-	0%	140,336.00	none	Fall 2026
23	5/4/2026	motion	07/5-073-560	D7F Dozer	\$ 17,000.00	17,000.00	100%	-	none	complete
24	5/4/2026	Res 2090	TDD	TDD Task Order 1	\$ 138,021.50		0%	138,021.50	none	Spring 2027

Park Advisory Commission Special Meeting

*Thursday, June 25, 2026 – 5:30 p.m.
City Hall, 3rd Floor Conference Room*

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

Absent: None

Others Present: City Administrator Keith Riesberg, Mayor Lister Florence, Floyd Jernigan, Marie Crowley, Andrew Smith, Simon Yoakum, Julie Mayfield

1. Call to Order

- Mr. Kwantes called the meeting to order at 5:30 p.m.

2. Approval of November minutes

- Justin Renaud made a motion to approve March 2026 meeting minutes. Mike Fleischhauer seconded the motion. All in favor. None opposed.

3. Updates

- 10 exercise stations have been ordered and we are looking at 8 additional stations for completion of the exercise trail. The 10 were approved by Council from a city/ARPA solicited bid. The companies did not offer others that were deemed the correct replacements and we have contacted multiple other companies to try and match. Parks staff will be installing them with the required fall area and safety surface. This will close the ARPA Grant, which will completely pay for these.
- The Wilson Field improvements are complete. The new turf field will be the last part of the LWCF Grant. The pre-bid for the turf field is tentatively set for August 5th with a bid opening of August 12th.
- Veterans Memorial Park replacement benches came in today. We will be installing them over the next few weeks. They will start installing the replacement electric in the small pavilion next week.
- Program Manager Andrew Smith advised Summer Camp is maxed out with a long waiting list. Softball leagues are going well with 11 church teams, 15 coed teams, and 10 men's teams. Missouri Department of Conservation held a Dutch Oven Cooking Class this week, it was well attended. The Floating Wetlands installed in collaboration with MDC have been successful and are growing well. The Challenger Soccer Camp was a success again this year. The 5v5 Soccer Tournament went really well in spite of the weather. They will likely hold another one here next year.
- Aquatics Manager Marie Crowley advised SplashZone is going well. On average we have 150-200 patrons per day. She added additional swim lessons in July due to the waitlist in June for lessons. Morning Water Walking has an average of 18 passes. Toddler time started with 10 attending yesterday. Night Swim starts next week. There will be a \$4 day on the 4th of July

from 1-4 p.m. July 25th we are hosting a book float in collaboration with the Rolla Public Library. Pool Update: We are in the process of replacing the play feature pump that went out. The slides need resurfacing; we have been repairing. The boiler is working well.

- There will be a monument dedication at Veterans Memorial Park on August 10th at 6 p.m. There will also be an Eagle Scout Court of Honor held immediately following the monument dedication.

4. New Business

- Request by Scott Myers re: Naming rights for parks facilities, Green Acres baseball field was discussed, and history of parks was reviewed. It was determined that more information is needed. We would like to hear from the family to determine if the renaming aligns with the policy. Floyd will reach out to the family.
- City Administrator Riesberg and Mayor Florence answered questions about The Centre – Natatorium planning and the Prop S vote in August. They also advised there will be a Town Hall Meeting at The Centre on July 7th at 6 p.m. so they and staff can answer questions.

5. Financials/Narrative

- The financials were provided, no questions asked.
- We anticipate reimbursement on grants soon.

6. Adjournment

The meeting adjourned at 6:54 p.m.



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Project 618 – 2026 Asphalt Phase III

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract/Bid Tab/Map

(CASE/PROJECT #) 618

MEETING DATE: July 6, 2026

Overview: City staff received bids for the 2026 Asphalt Phase III project. The bids were as follows:

Pierce Asphalt, LLC \$ 349,652.25
PO Box 696
Rolla, MO 65402

Capital Paving & Construction, LLC \$ 463,101.75
130 Scott Station Road
Jefferson City, MO 65109

This bid is for milling and overlaying the asphalt pavement of approximately ¼ miles of various city streets, 5 downtown parking lots, and the paving of the parking lot at the new animal shelter on Lions Club Drive.

Background information: The work included in this project is Phase III of the asphalt maintenance scheduled for FY26. Areas in this phase include: 16th Street, Vichy Road, parking and festival lots adjacent to City Hall, the downtown parking lot at 8th & Rolla Streets and the new animal shelter parking lot.

Fiscal considerations: The adopted FY 26 budget appropriated \$2.5M for asphalts project under Capital Expenditures - Asphalt. \$357,000 in uncommitted funds remain for this project.

Recommendation:

Staff is requesting final reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt, LLC for \$ 349,652.25.

BILL # 2026-01
ORDINANCE # _____

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF JULY 2026.

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

EXHIBIT "A"

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and
Pierce Asphalt, LLC Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2026 Asphalt Phase III, PROJECT 618**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said

Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2026 Asphalt Phase III, PROJECT 618**.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$ 349,652.25 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

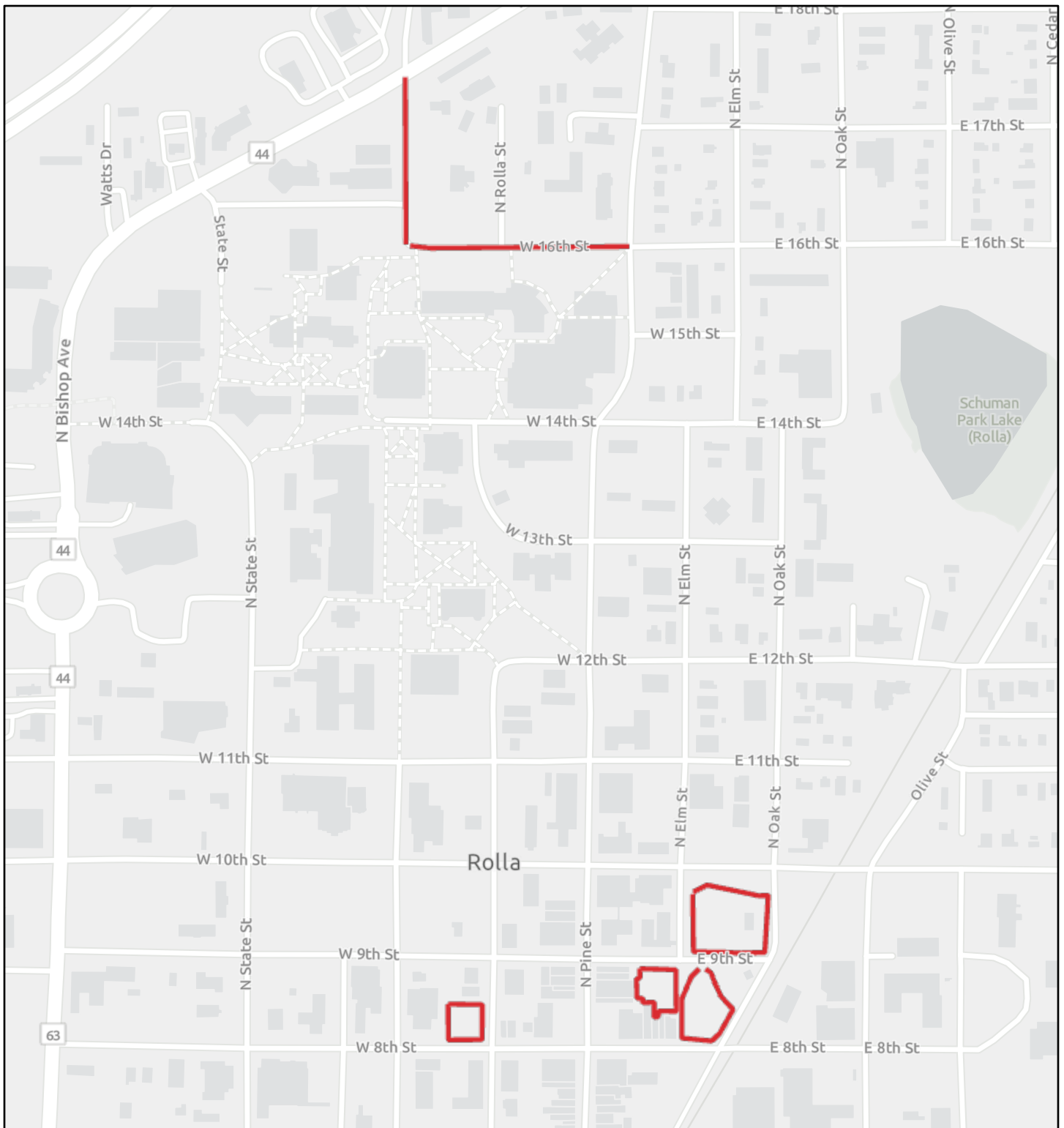
STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

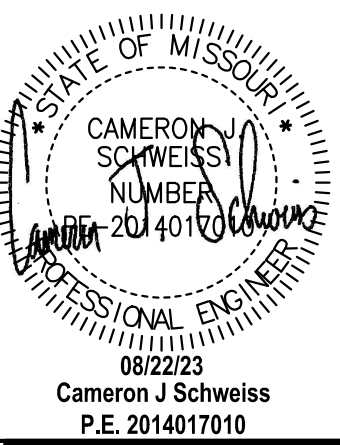
2026 Asphalt - Ph. III



5/20/2026



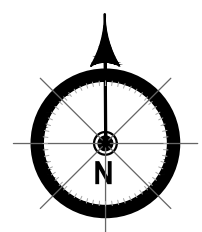
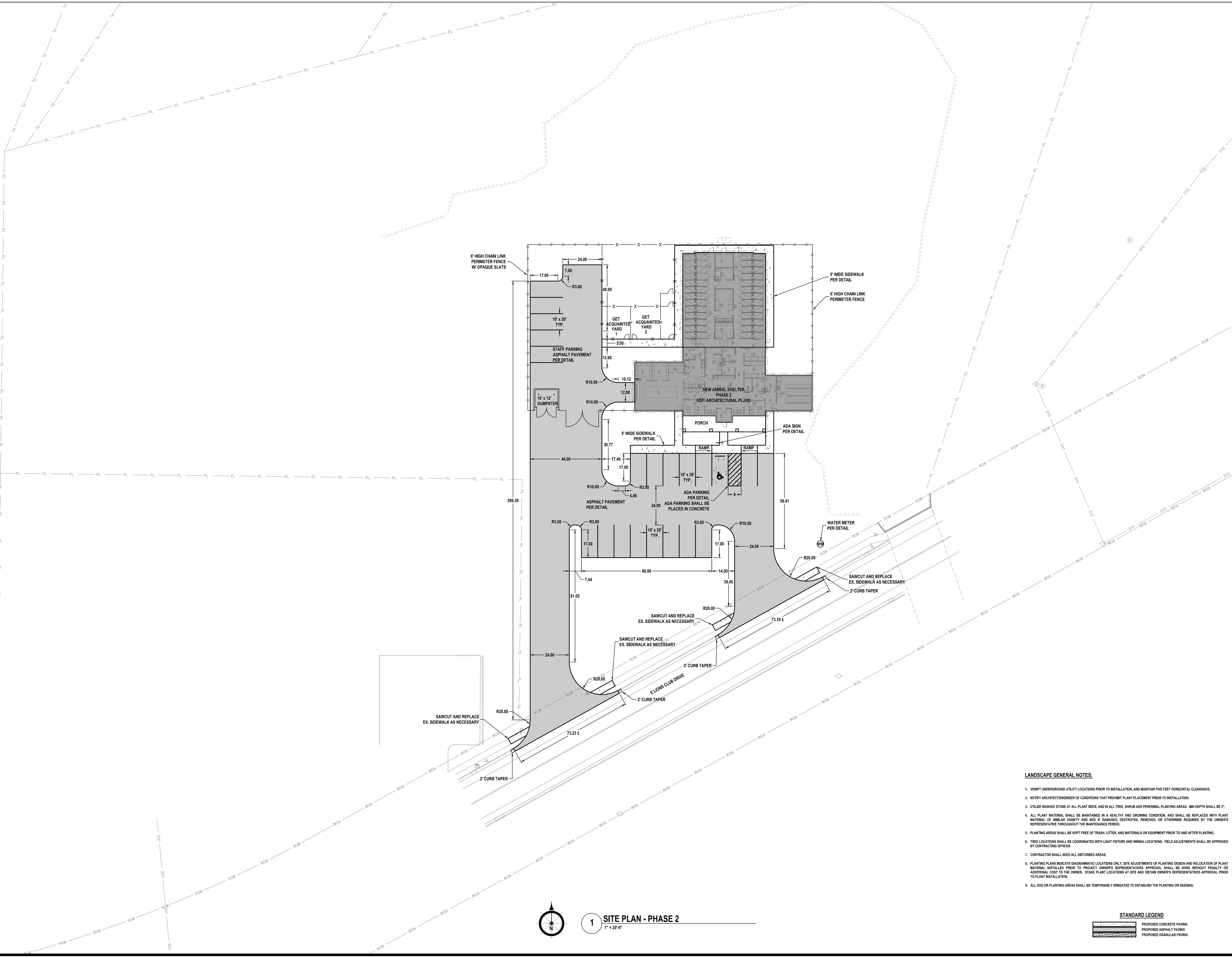
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING CHECK SCALE AND ADJUST ACCORDINGLY
 ONE INCH REVISIONS:



"Shelter Planners of America"
 1105 W. RANDOLPH ROAD, SUITE 300, ARLINGTON, TEXAS 76012, PHONE (817) 265-5910
 WWW.SHETERPLANNERSOFAMERICA.COM

Client Name
NEW ANIMAL SHELTER FOR ROLLA-PHASE 2
 1651 E LIONS CLUB DRIVE, ROLLA, MO 65401

C200



1 SITE PLAN - PHASE 2
 1" = 20'-0"

- LANDSCAPE GENERAL NOTES:**
1. VERIFY UNDERGROUND UTILITY LOCATIONS PRIOR TO INSTALLATION, AND MAINTAIN FIVE FEET HORIZONTAL CLEARANCE.
 2. NOTIFY ARCHITECT/ENGINEER OF CONDITIONS THAT PROHIBIT PLANT PLACEMENT PRIOR TO INSTALLATION.
 3. UTILIZE WASHED STONE AT ALL PLANT BEDS, AND IN ALL TREE, SHRUB AND PERENNIAL PLANTING AREAS. MIN DEPTH SHALL BE 3".
 4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE IF DAMAGED, DESTROYED, REMOVED, OR OTHERWISE REQUIRED BY THE OWNER'S REPRESENTATIVE THROUGHOUT THE MAINTENANCE PERIOD.
 5. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND MATERIALS OR EQUIPMENT PRIOR TO AND AFTER PLANTING.
 6. TREE LOCATIONS SHALL BE COORDINATED WITH LIGHT FIXTURE AND WIRING LOCATIONS. FIELD ADJUSTMENTS SHALL BE APPROVED BY CONTRACTING OFFICER.
 7. CONTRACTOR SHALL SEED ALL DISTURBED AREAS.
 8. PLANTING PLANS INDICATE DIAGRAMMATIC LOCATIONS ONLY. SITE ADJUSTMENTS OF PLANTING DESIGN AND RELOCATION OF PLANT MATERIAL INSTALLED PRIOR TO PROJECT OWNER'S REPRESENTATIVES APPROVAL SHALL BE DONE WITHOUT PENALTY OR ADDITIONAL COST TO THE OWNER. STAKE PLANT LOCATIONS AT SITE AND OBTAIN OWNER'S REPRESENTATIVES APPROVAL PRIOR TO PLANT INSTALLATION.
 9. ALL SOO OR PLANTING AREAS SHALL BE TEMPORARILY IRRIGATED TO ESTABLISH THE PLANTING OR SEEDING.

STANDARD LEGEND

	PROPOSED CONCRETE PAVING
	PROPOSED ASPHALT PAVING
	PROPOSED GRANULAR PAVING



Phone: (573) 364 8659

FAX: (573) 364 8602

email: mkreyling@rollacity.org

DEPARTMENT OF PUBLIC WORKS
 901 North Elm
 P.O. Box 979
 Rolla, MO 65402

www.rollacity.org

FY 2026 Asphalt Phase III
 PROJECT 618
 June 03, 2026

				Pierce Asphalt, LLC		Capital Paving & Construction, LLC	
				PO Box 696		130 Scott Station Road	
				Rolla, MO 65402		Jefferson City, MO 65109	
				P: (573) 465-8534		P: (573) 418-9997	
				E: gstroup.pierceasphalt@gmail.com		E: qmatheis@jeffersonasphalt.com	
ITEM NO.	DESCRIPTION	QTY		UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	BP-1 (Parking Lots)	1,463	TN	\$ 141.75	\$ 207,380.25	\$ 173.00	\$ 253,099.00
2	BP-1 (Streets)	524	TN	\$ 128.00	\$ 67,072.00	\$ 137.00	\$ 71,788.00
3	Milling	14,105	SY	\$ 2.50	\$ 35,262.50	\$ 7.00	\$ 98,735.00
4	Tack	1,285	GAL	\$ 4.50	\$ 5,782.50	\$ 3.75	\$ 4,818.75
5	Bit-Base	253	TN	\$ 135.00	\$ 34,155.00	\$ 137.00	\$ 34,661.00
TOTAL BID				\$	349,652.25	\$	463,101.75



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Resolution

SUBJECT: Hangar Ground Lease Reassignment

PREPARED BY: Darin Pryor

ATTACHMENTS: 2020 Lease

(CASE/PROJECT #)

MEETING DATE: July 6, 2026

Overview:

Background information: Staff received notice on 2-2-26 from First Class Air Services of the pending sale of a hangar ground lease at the Rolla National Airport. Per the 2020 lease with Frist Class Air Services the lease cannot be further assigned without the written consent of the City.

Fiscal considerations: None

Recommendation:

Staff is recommends the approval of the resolution to reassign the ground lease from First Class Air Services LLC to Krer Aviation LLC.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN ADDENDUM BETWEEN THE CITY OF ROLLA, MISSOURI, FIRST CLASS AIR SERVICES LLC, AND KRER AVIATION LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City an addendum to the hangar ground lease dated April 1st, 2020, between the City, First Class Air Services LLC, and Krer Aviation LLC, a copy of said addendum being attached hereto and marked Exhibit "A".

Section 2: This resolution 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 JULY 2026.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

**ADDENDUM TO HANGAR GROUND LEASE (ROFF – HANGER #721)
MUTUAL REASSIGNMENT OF LEASE**

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the City of Rolla, a municipal corporation of the State of Missouri, hereinafter referred to as the CITY, First Class Air Services, LLC, a Missouri limited liability company, hereinafter referred to as SELLER, and KRER Aviation, LLC, a Missouri limited liability company, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, the CITY is the landlord and SELLER is the current tenant under an agreement dated April 1st, 2020, pertaining to the property described in Exhibit A attached hereto and incorporated herein by this reference (the “Lease”); and

WHEREAS, SELLER has sold the hangar thereon after the CITY declined the first option to purchase said hangar to the BUYER.

WHEREAS, CITY agrees to reassign the lease to the BUYER.

NOW, THEREFORE, in consideration of the premises and the agreements herein set forth, CITY and SELLER do hereby confirm and agree that the SELLER has no further rights or interest in and to the Lease and is released therefrom; and

the BUYER hereby assumes the Lease and shall be considered to be the Lessee from this point forward, assuming the rights and responsibility of the original Lessee and further that Buyer agrees that all terms and conditions of the Lease are still in effect.

CITY OF ROLLA

FIRST CLASS AIR SERVICES LLC

MAYOR

SELLER

ATTEST

KRER AVIATION LLC

CITY CLERK

BUYER

Hangar Ground Lease (Roff – Hanger #721)

THIS AGREEMENT, made and entered into this 1st day of April, 2020, by and between the **City of Rolla, Missouri**, a municipal corporation of the State of Missouri, 901 North Elm Street, Rolla, Missouri 65401, hereinafter referred to as **Lessor**, and **First Class Air Services, LLC**, 10225 State Route H, Belle, Missouri 65013, hereinafter referred to as **Lessee**.

WITNESSETH:

In consideration of the rents, covenants and agreements herein contained, Lessor does hereby lease the Lessee a tract of land lying in the Northwest Quarter of the Southeast Quarter of Section 2, Township 39 North, Range 8 West, Maries County, Missouri, at the Rolla National Airport, said tract being described as follows: Commencing at the S.E. corner of said Section 2, thence Westerly, 2315 feet more or less, along the South line of said Section 2; thence Northerly, 1765 feet more or less, to a point on the Northerly edge of a taxiway; thence Northwesterly and perpendicular to said edge of taxiway, 50 feet, to a point that is 100 feet perpendicular to the Southwest of the edge of a concrete apron; thence continuing Northwesterly and parallel to said concrete apron, 200 feet; thence Northeasterly along a line perpendicular to the previous course, 100 feet, to a point on the Northwesterly extension of the edge of the concrete apron; thence Southeasterly along said extension, 60 feet more or less, to the edge of the concrete apron; thence Northeasterly, 256.50 feet, along the edge of said apron to the True Point of Beginning; thence Northwesterly and perpendicular to said apron, 250 feet; thence Northeasterly along a line perpendicular to the previous course, 120 feet; thence Southeasterly along a line perpendicular to the previous course, 250 feet, to a point on the concrete apron; thence Southwesterly, 120 feet, along the edge of said apron back to the point of beginning; said tract containing 0.69 acres.

It is the intent of this description to describe the land Lessee desires to own and operate a private corporate hanger as shown in Exhibit A and otherwise known as **Hanger No. 721**. Lessee is also granted reasonable use of the land around the leased premises subject to consent by lessor.

The referred-to improvement is to be used fundamentally as an aircraft storage and maintenance hangar, along with all customary enterprises thereto.

TERMS AND CONDITIONS

1. The term of this lease shall begin on the 1st day of April, 2020 and shall terminate on the 31st day of March, 2039, a period of twenty (20) years. Said lease may be renewed for two additional five (5) year periods subject to renegotiation of all terms herein provided including ground lease rent.
2. Lessee shall provide for a certified licensed (MAI) appraisal and/or engineering report on the value/condition of the building by December 2034 to assess the condition and maintenance needs of the building. Said report shall be provided to Lessor upon request.
3. In the event of the expiration of this lease or termination as provided hereunder said building shall become the property of the Lessor.
4. Lessee shall pay all costs for building maintenance including any taxes or like items that might be assessed against said building.
5. The rental for year one of the lease shall be the sum of two-thousand four-hundred dollars (\$2,400) per year and shall be adjusted annually on the first day of April to reflect any increase in the Consumer Price Index (for all commodities) issued by the Bureau of Labor Statistics using January 2019 as the base month. The initial ground lease rent takes into consideration the capital investment made by Lessee in the initial twenty-year term.
6. All rentals shall be paid annually on the anniversary of the signing of this Lease except for the initial year in which payment shall be made upon execution of the ground lease. All rental due hereunder shall be paid to the Finance Director, City of Rolla, P.O. Box 979, Rolla, Missouri 65402.
7. Lessee agrees to pay all utilities and services in connection with the building.
8. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities listed herein or any other activity of an aeronautical nature.
9. The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations concerning normal airport operations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor; the United States of America or any Department or Agency thereof; or the State of Missouri.
10. This Lease shall not be further assigned nor shall said premises or any part thereof be further let or sublet or used or permitted to be used for any purpose other than as herein

- provided without the written consent of Lessor, provided, however, that Lessor shall not unreasonably withhold its consent.
11. At the expiration of this Lease, or any termination as provided hereunder, Lessee shall peacefully surrender any rights or claims to said hangar or building improvements at which time said improvements shall become the sole property of Lessor.
 12. Should Lessee desire to sell its above-described improvement, it shall give Lessor thirty (30) days notice of such proposed desire. Lessor shall have the first option to purchase said improvement within such thirty (30) day period at the same price and on the same terms of any other possible purchaser. The notice of opportunity to purchase must be given in writing, addressed to Lessor as provided hereunder and must specify the terms of the opportunities to purchase to Lessor, including but not limited to, the selling price and times and terms of payment, the rate of interest on any unpaid balance and the date of closing. Notice of election to exercise the option herein granted must be evidenced by a writing addressed to the Lessee as herein provided.
 13. Should said building become unserviceable or unsightly due to lack of maintenance or repair on the part of Lessee, the Lessor reserves the right to repair or remove said building, provided, however, that Lessor notification of deficiencies shall be made in writing to Lessee stating corrections required. Lessee shall have ninety (90) days from notification to effect necessary corrections. Any maintenance/repair cost incurred by the Lessor shall be charged to and paid by Lessee.
 14. Lessee shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this lease but nothing herein contained shall be construed to permit the use of said demised premises, or any part thereof, for any purpose except as hereinabove provided without the written consent of Lessor.
 15. Lessor shall provide grass mowing services on said lease for consistent maintenance and appearance within two feet (2') of the building or any perimeter fencing. Lessor shall provide basic snow removal services within five feet (5') of the building but lessee shall be responsible for any salt application or additional treatment.
 16. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as required by the FAA or other applicable government agency as it sees fit. However, such decision to develop or improve must arise from true necessity and not made frivolously. If any such development or improvement must, of necessity, encroach upon the above-described real property, whether by use of easement or by appropriation of all or part of the improvement on the real estate itself, Lessor agrees to pay Lessee for any such encroachment or taking an amount in cash to be determined by a three-person commission composed of a representative appointed by Lessor; one appointed by Lessee; and the third appointed by the two representatives. Such appointments by the parties shall be made within thirty (30) days after reasonable notice to Lessee of Lessor's intentions to so encroach

on Lessee's lease rights as spelled out in this Lease. Such notice shall contain reasonably explicit details of any encroachment plans; shall be in writing and delivered to Lessee by personal service or United States Postal Service registered mail at the address shown in this Lease. Such three-person commission shall then have sixty (60) days in which to determine the amount due Lessee by Lessor, and when such determination has been made, said commission shall deliver a written statement of that amount to Lessor and Lessee, by personal service or by United States Postal Service registered mail at the addresses shown herein. Lessor shall then have sixty (60) days to pay Lessee any amount due Lessee as shown by such determination made by the commission so appointed. When paid such determined amount, Lessee agrees to peacefully surrender any interest it may have in the said encroachment or loss. This process shall be binding upon the parties, and shall be the only recourse of the parties.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
18. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with Government, shall be suspended.
19. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the airport.
20. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, national origin, or sex, be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
21. The Lessee agrees that no outside signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of Lessor.
22. In the event Lessee shall violate any of the terms or conditions of this Lease, and shall fail after a sixty (60) days' notice in writing from Lessor to rectify such violations,

- Lessor may, at its option, declare this Lease cancelled and terminated and shall be entitled to immediate possession of the leased premises.
23. Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem necessary.
 24. The dumping of trash by the Lessee or any of its employees on any portion of the Rolla National Airport is forbidden. However, Lessee may dispose of reasonable amounts of trash in a trash bin provided by Lessor to serve the whole of the Airport.
 25. Lessee will not contract for any services for the benefit of the Lessor without the express written consent of the Lessor.
 26. This agreement shall extend to and be binding upon the successors, receivers, trustees and assigns of the parties hereto.
 27. Lessee agrees to bear, pay and discharge when and as the same become due and payable, all judgments and lawful claims for damage or otherwise, including fines resulting from violation of FAA security regulations, against Lessor arising from Lessee's violation of such security regulations during the term of this Lease, and will assume the burden and expense of defending all such suits, or prosecutions whether brought before or after the expiration of this agreement and will protect, indemnify and save harmless Lessor and leased premises from all such claims for damages or otherwise either to persons or property by reason of, or on account of, Lessee's use or occupancy of said demised premises or for any failure on Lessee's part to comply with the statutes and ordinance of any governmental body or agency, either Federal, State or Municipal, wherein the demised premises are situated.
 28. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Rolla National Airport.
 29. There is hereby reserved to the City of Rolla, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein demised together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known hereafter used for navigation of flight in the air, using said space or landing at, taking off from, or operating on or about the Rolla National Airport.
 30. Lessee agrees to abide by all FAA rules and regulations including security regulations.
 31. Nothing herein contained or the failure on the part of the Lessor or its officers, employees or agents, to strictly enforce either or any of the terms or provisions hereof, or the acceptance of rent or license fees, shall operate or be deemed as a waiver by the Lessor of any such terms or provisions of any part of this agreement or of any rights, which may accrue to the Lessor by reason of failure or neglect of Lessee strictly to comply with each and every one of the terms and provisions hereof, on Lessee's part to be kept, observed or performed, and time shall be of the essence of this agreement.

IN WITNESS WHEREOF, Lessee has caused this instrument to be executed on its behalf by its duly authorized Trustee and the city of Rolla, Missouri by resolution of its City Council giving authority so to do, has caused this instrument to be executed by its Mayor on its behalf and its corporate seal affixed, on the day and year first above written. This instrument has been executed in duplicate.

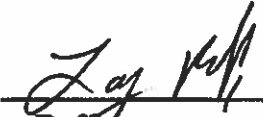
CITY OF ROLLA, MISSOURI

First Class Air Service, LLC

May 7, 2020

May , 2020

BY: 
Louis J Magdits IV, Mayor

BY: 
Larry Roff
(dba First Class Air Services, LLC)

LESSOR

LESSEE



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Alley Access at Highway 72

PREPARED BY: Darin Pryor

ATTACHMENTS: Map

(CASE/PROJECT #)

MEETING DATE: July 6, 2026

Overview: Staff is recommending the closure of the alley access to Highway 72 that is bounded by Highway 72, Spilman Avenue, Walker Avenue, and Strobach Street.

Background information: Staff conducted a sight distance study at the intersection of Highway 72 and the above-mentioned alley. The sight distance is inadequate for all turning movements in and out of that location.

Fiscal considerations: \$500 for signage.

Recommendation:

Staff is recommends the first reading of the ordinance to permanently close the alley access for the alley intersecting Highway 72 at its Northern end and generally bounded by Highway 72, Spilman Avenue, Walker Avenue, and Strobach Street.

BILL # 2026-02
ORDINANCE # _____

AN ORDINANCE APPROVING THE PERMANENT CLOSURE OF ALLEY ACCESS FOR AN ALLEY INTERSECTING HWY 72 AT ITS NORTHERN END AND GENERALLY BOUNDED BY HWY 72, SPILMAN AVENUE, WALKER AVENUE, AND STROBACH STREET.

WHEREAS, the City of Rolla is charged with enacting and enforcing various traffic safety laws to reduce traffic accidents and improve public safety; and

WHEREAS, the City of Rolla has determined that, in certain circumstances, it is necessary to close certain access points to major thoroughfares due to safety concerns; and

WHEREAS, the City has determined the intersection of the alley and Highway 72 and as described in this Ordinance creates an unnecessary risk for motor vehicles entering and exiting the intersection; and

WHEREAS, the City has determined the most effective way to eliminate this risk is to permanently close this intersection to vehicles;

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

SECTION 1: That the alley access generally bounded by Hwy 72, Spilman Avenue, Walker Avenue, and Strobach Street shall permanently be closed to all traffic at the Hwy 72 intersection.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 20TH DAY OF JULY 2026.

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

RIDGEVIEW ROAD

Alley Access

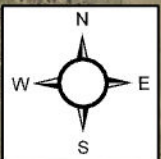
72

WALKER AVENUE

Alley

SPILMAN AVENUE

STROBACH STREET





CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Approve ordinance

SUBJECT: Sale of remnant parcels

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Ordinance, proposed contract

(CASE/PROJECT #)

MEETING DATE: July 6, 2026

Overview: The City of Rolla purchased properties for the construction of the Route 72 extension connecting Highway 63 to Kingshighway/I-44. After the construction of the roadway extension, the City owns several remnant parcels that are unable to be developed and serve no public purpose. The City received an offer from M & L Development, LLC to purchase these remnant parcels for the purpose of combining the remnants with adjoining properties. By combining these properties, the area can be improved to create a parcel that could be developed in the future. The proposed ordinance authorizes the Mayor to execute the contract to sell these remnant parcels for \$25,000. The sale of these remnant parcels is tied to the simultaneous closing on the purchase of two adjoining parcels.

Background information: The City of Rolla acquired properties for the construction of the Route 72 extension within the City. Following the construction of the highway, the City remained the owner of three remnant parcels that total approximately 4.5 acres. Due to the size of the remnant parcels, challenging terrain and access limitations, the City's property cannot be developed without being combined with the adjoining properties.

M & L Development, LLC has secured the adjoining properties and has submitted a proposed contract to purchase the City's three remnant parcels for \$25,000. The closing on the purchase of the City's property will occur simultaneously with the closing of the adjacent properties. This will allow the parcels to be combined into a larger parcel(s) that can be improved to support future development.

The contract also contains a provision requiring the City to rezone the area in question to C-2 Commercial zoning. The requested zoning is in conformance with the City's recently adopted 2050 Comprehensive Plan.

Fiscal considerations: M & L Development, LLC offered to purchase the remnant properties for \$25,000. These remnant properties are generating no revenue and have no ability to be developed without combining them with the adjoining properties that are under contract to M & L Development, LLC. Aggregating the properties into a larger parcel allows the area to be improved to support future

development which will generate revenues for the City and underlying taxing districts. The adopted and future budgets did not anticipate receiving any revenues from the sale of these remnant parcels.

Recommendation: Staff recommends approving the ordinance authorizing the Mayor to execute the contract and all documents associated with the sale of the remnant properties as presented.

Bill No. 2026-03

Ordinance No. _____

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE
CONTRACT FOR THE SALE OF REAL PROPERTY BETWEEN THE
CITY OF ROLLA AND M & L DEVELOPMENT, LLC**

WHEREAS, the City of Rolla acquired property for the extension of Route 72 within the City; and

WHEREAS, after the construction of Route 72 was completed, the City had remnant parcels that are undevelopable and serve no public purpose; and

WHEREAS, the City received an offer to purchase the remnant parcels for the purpose of aggregating the City's parcels with adjoining properties to create a parcel that could be improved for future development; and

WHEREAS, the City wishes to accept the proposed offer to enable the future development of this property.

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

SECTION 1: The Mayor is hereby authorized to execute the contract attached as Exhibit A in substantially the same form as approved by the City Attorney and all associated documents necessary for the sale of the property as shown in Exhibit A.

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

SECTION 3: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 20TH DAY OF JULY, 2026.**

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



Vacant Land and Lots Sale Contract

This Contract has legal consequences. If you do not understand it, consult your attorney.

1 This Vacant Land and Lots Sale Contract ("Contract") is made by and between:
2 M & L Development LLC ("Buyer") and the undersigned "Seller".

3 **1. PROPERTY.**

4 Seller agrees to sell and Buyer agrees to buy the real estate commonly known as:

5 Bridge School Road - 4.57 m/l Acres Rolla MO 65401 Phelps
6 Street Address City MO Zip Code County
7 (Complete as applicable:) 10 37 8 See Attached Aerial
8 Section Township Range Lot or Parcel ID No.

9 (Check box if legal description attached)

10 *If no legal description is attached, then legal description on Seller's vesting deed(s) to govern.*

11 Such real estate, together with all buildings, improvements, fixtures and affixed equipment located thereon (if any, unless
12 specifically excluded), including but not limited to fencing and gates, systems and utilities, trees, bushes, shrubs, plants and
13 landscaping, all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included
14 below, all of which Seller warrants to convey free and clear, are collectively referred to herein as the "Property".

15 **2. PURCHASE PRICE/EARNEST MONEY.**

16 The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$ 25,000.00

17 The "Seller Concessions" (if any) to be credited by Seller at Closing (see §10) are (\$0 if none stated): \$ 0.00

18 The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, also complete below) \$ 0.00

19 Earnest Money shall be delivered by Buyer to n/a ("Escrow Agent") no
20 later than n/a days (10 if none stated) after the Effective Date.

21 **If Earnest Money is not timely delivered to Escrow Agent, then Seller may terminate this Contract by providing Notice**
22 **thereof to Buyer at any time prior to delivery of the Earnest Money to Escrow Agent.**

23 *Note: If additional Earnest Money is to be supplied at any time prior to Closing, or if any Earnest Money is to be treated as*
24 *non-refundable, attach an appropriate rider, such as MSC-2001R (Earnest Money Rider). See also §8 below.*

25 Escrow Agent shall confirm its deposit of any Earnest Money upon request by any party, and may retain any interest earned
26 thereon. Buyer shall pay the balance of the Purchase Price, by any form of funds acceptable to Closing Agent ("Funds"), at
27 Closing.

28 **3. CLOSING.**

29 Subject to the terms of this Contract, this sale will be closed (meaning the unconditional release and exchange of the Deed
30 for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of
31 (the Title Company identified at §6 unless otherwise specified) Wiggins Abstract Company, Inc. ("Closing Agent")

32 at 308 N. Rolla St., Rolla, MO on January 6th, 2027 (the "Closing Date").
33 Specify Location Month Day

34 Possession, all keys, and written information containing all access codes, usernames, passwords, and applications Buyer
35 will need to access, operate, manage, and control any electronic systems/components at the Property will be delivered to
36 Buyer at Closing. **Prior to possession by Buyer, Seller shall terminate and remove all access and connections to any**
37 **electronic system/component at the Property from Seller's personal devices (e.g., smart phones, tablets,**
38 **computers). Buyer is encouraged to change locks and reset to factory setting all codes and passwords on all**
39 **electronic systems/components at the Property following possession. Brokers are not responsible for delivery of**
40 **keys, or the access information outlined above**

41 **Note: Attach a rider if possession is to be transferred other than as of Closing. The following are attached and**
42 **incorporated as part of this Contract: (check all that apply):**

- 43 MSC-2080R (Possession by Buyer Prior to Closing) MSC-2090R (Possession by Seller After Closing)
44 MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing) (Other) _____
45 (check if applicable) **The Property is to remain tenant occupied, and Rental Property Rider (MSC-2035R) is attached**
46 **and incorporated herein.**

47 Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s))
48 in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any
49 improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal
50 property not included below.

51 **4. INCLUSIONS/EXCLUSIONS. Note: This Contract provides for what is included in this sale, and not a Seller's**
52 **Disclosure Statement, MLS, commercial or any other listing service or promotional material.**

53 **Note: All grain, crops, livestock, hay, silage, and any non-affixed equipment or personal property now located on**
54 **the real estate are reserved by Seller or Seller's tenant and NOT deemed part of the Property (unless specifically**
55 **included below).**

56 **TO AVOID MISUNDERSTANDING LIST BELOW (AS "INCLUDED" OR "EXCLUDED") ANY ITEM WHICH MAY BE**
57 **SUBJECT TO QUESTION.**

58 **Included** (e.g., any off-site or non-affixed equipment or machinery, or other personal property to be included):

59 _____
60 _____
61 _____

62 **Excluded** (e.g., any deer stands, hunting blinds, trail cameras or other items reserved, leased or not owned by Seller):

63 _____
64 _____
65 _____

66 **5. SALE/APPRaisal/ FINANCING CONTINGENCIES.**

67 **A. Sale Contingency. Check one box below:**

- 68 This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.
69 This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. *If this box is checked, then*
70 *complete and attach either (check applicable box):*
71 Contingency for Sale of Buyer's Existing Property (MSC-2021R), or
72 Contingency for Closing of Buyer's Existing Property (MSC-2022R).

73 **B. Appraisal Contingency. Check this box only if this Appraisal Contingency paragraph is intended to apply:**

74 **Note:** A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are
75 available and underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the
76 Property appraising at the Purchase Price, check box B above and complete the following.

77 Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price,
78 by an appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "**Appraisal Contingency**").
79 Seller agrees to provide reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer.
80 If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less
81 than the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and
82 a complete copy of the appraisal) to Seller no later than ____ days (25 if none stated) after the Effective Date. **Note:** MSC-
83 2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to
84 Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the
85 Purchase Price as requested within ____ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the
86 "**Appraisal Resolution Deadline**"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer,
87 subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the
88 Appraisal Resolution Deadline. **Note:** MSC-2020N (Part C) may be used for this purpose. If the Purchase Price is reduced,
89 the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

90 **C. Financing Contingency. Check box 1, 2, or 3 below:**

- 91 **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase
92 Price. (Also check the following, if applicable):
93 Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.
94 **2. Nonconventional.** *If this box is checked, then complete and attach applicable Rider:*
95 Government Loan (MSC-2011R) Seller Financing & Disclosures (MSC-2012R)
96 Loan Assumption (MSC-2013R) Other: _____

97 **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan
98 application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and
99 otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice,
100 provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the

101 date (the "**Loan Contingency Deadline**") which is ____ days (25 if none stated) after the Effective Date, then this contingency
102 shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining
103 financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before
104 the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this
105 paragraph and that despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing
106 Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer complies with the
107 terms of this subpart C.3 and timely provides Notice to Seller of Buyer's inability to obtain a loan on the terms described below,
108 then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

109 (Complete one or both) Loan amount: _____% of the Purchase Price, or \$ _____.

110 Initial interest rate not to exceed: _____%. Amortization term _____ years.

111 Rate Type (check one): Fixed Adjustable Other: _____

112 Other terms (N/A if blank): _____

113 If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of
114 the sale and/or closing of another property of Buyer's will not constitute grounds to exercise this financing contingency. If
115 there is no Appraisal Contingency (i.e., if subpart B is not checked above) or the Appraisal Contingency has been waived
116 or removed, then failure of the Property to appraise at the Purchase Price will not constitute grounds to exercise this
117 financing contingency.

118 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must
119 have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will
120 actually fund.

121 **6. TITLE/SURVEY. Note:** Any Seller paid Title Fees below are **in addition** to any "Seller Concessions" (see §10).

122 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless
123 otherwise specifically agreed) general warranty deed (the "**Deed**"), properly executed and in recordable form.

124 **A. Title.** Within 45 days (20 if none stated) after the Effective Date (check applicable box below):

125 1. Seller shall deliver to Buyer a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title
126 insurance in the amount of the Purchase Price (the "**Owner's Policy**"), **both at Seller's cost.**

127 2. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (**cost of both split 50/50 by parties**).

128 3. Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost.**

129 4. Buyer may order a Title Commitment to issue an Owner's Policy (**both at Buyer's cost**).

130 The Title Commitment and Owner's Policy shall be issued by Wiggins Abstract Company, Inc. (the "**Title Company**").

131 Buyer has 3 days (10 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted
132 Exceptions as defined below), all recorded subdivision, use and other restrictions, rights of way and easements, and all other
133 recorded documents referenced therein which Buyer may desire to obtain (the "**Title Review Period**"), and to deliver Notice
134 to Seller of any objections which Buyer has to any matters shown or referred to therein ("**Title Objections**"); provided,
135 however, that if box A4 is checked, then Buyer has ____ days (20 if none stated) after the Effective Date (which shall be
136 deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-
137 2055N ("**Title Notice**") may be used to facilitate the delivery of any Title Objections.

138 If Buyer timely objects, Buyer must also deliver a copy of the Title Commitment to Seller pertaining to such Objections. Seller
139 has 7 days (7 if none stated) after receipt of Buyer's Title Objections to agree in writing to correct the same, prior to
140 Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within
141 3 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Title Objections, agrees in writing
142 to accept title without correction of such Title Objections. **Note: If Seller fails to timely respond to Buyer's Title Objections,**
143 **then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this
144 Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any Title Objection causes a failure of marketable
145 title, then Seller shall be liable for any survey, title, inspection and appraisal costs or charges paid or incurred by Buyer.

146 **B. Survey Contingency.** (Check on box below)

147 **Note:** Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey
148 coverage.

149 1. **Not Contingent Upon a Survey.** Although not a condition to performance, Buyer may still elect to survey the Property.

150 2. **Contingent on Survey.** This Contract **is** contingent upon a survey of the Property.

151 "Survey Rider" (MSC-2065R) is attached and incorporated herein to identify the type of "Survey" to be obtained, from
152 whom, and the responsibility of the parties to pay for the same (the "**Survey**").

153 **C. Permitted Exceptions.** Seller is solely responsible and liable for clearing any title or survey exception that arises between
 154 the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any
 155 taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item
 156 shown (or which could have been shown) on the Title Commitment or a survey for which Buyer does not timely deliver a
 157 Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, all leases and any other
 158 occupancy rights of others existing as of the Effective Date which have been disclosed to and approved of by Buyer
 159 pursuant to this Contract are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include
 160 mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender
 161 title insurance policy.

162 **D. LIMITATION of Title Objection rights (only applies if the following box is checked):**

163 All recorded subdivision indentures, covenants, declarations and restrictions shall be Permitted Exceptions, and Buyer
 164 waives its right to object to any of these items as part of the Title Review Period above.

165 7. INSPECTIONS.

166 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as
 167 may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by
 168 Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract.
 169 Unless waived in writing (*Check this box and attach MSC-2051R As-Is Inspection Waiver Rider for this purpose*), Buyer
 170 may inspect the Property or have it inspected by a qualified inspector on Buyer's behalf during the Inspection Period. **Note:**
 171 *The cost and availability of insurance should be ascertained during the Inspection Period, including but not limited to flood*
 172 *insurance.* Seller agrees to provide reasonable access to the Property for this purpose, and as may be required by Buyer's
 173 lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to immediately repair any damage to the
 174 Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including
 175 without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations
 176 shall survive termination of this Contract.

177 **B. Property Data.** Within 5 days (*Insert "N/A" if not applicable, otherwise 5 days if none stated*) after the Effective
 178 Date (the "**Property Data Review Period**"), Buyer may review additional data regarding the Property, including but not
 179 limited to: zoning regulations; taxes; school district; Subdivision Documents and the presence of registered sex offenders
 180 or other convicted criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the
 181 unrecorded subdivision/homeowner association bylaws, rules and regulations and financial and insurance information for
 182 the subdivision of which the Property is a part. Seller authorizes Buyer to obtain Subdivision Documents from the
 183 association and agrees to reasonably cooperate in obtaining the same. Buyer is ultimately responsible for obtaining any
 184 Subdivision Documents or other Property Data. If unsatisfied with any Property Data, Buyer may terminate this Contract
 185 (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data
 186 Review Period. **Note:** *MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* Failure to
 187 timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

188 **C. Inspection Reports.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and
 189 expense, obtain written inspection reports ("**Reports**") of the physical condition of the Property as reasonably deemed
 190 necessary by Buyer or its lender, including but not limited to the condition or presence (*if any*) of: flood plain status;
 191 environmental hazards; plumbing, including water well and irrigation, sewer, septic and wastewater treatment systems;
 192 electrical and mechanical systems and equipment; gas lines; soils and drainage; and any equipment included as part of
 193 the Property. **Note:** *Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate the inspection*
 194 *process.*

195 **D. Inspection Notice.** Buyer must furnish a complete copy of the relevant Report(s) to Seller, along with a written list
 196 of any unacceptable condition(s) noted therein (the "**Inspection Notice**", See *MSC-2050N*), within _____ days (*10 if none*
 197 *stated*) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for
 198 further inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller
 199 (prior to expiration of the Inspection Period) and receive an additional 5 days (*5 if none stated*) to provide the Inspection
 200 Notice. **Note:** *MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose.* All inspection
 201 reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may**
 202 **submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer. Buyer may not object to**
 203 **anything that is not in a Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a
 204 waiver and acceptance by Buyer of all conditions any inspection may have disclosed.

205 If an Inspection Notice is timely given, it shall state if:

206 **(1)** Buyer is satisfied with all inspections;

207 **(2)** There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing
 208 Date, unless otherwise specified); or

209 **(3)** Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8).

210 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have 10 days (10 if
 211 none stated) after Seller's receipt of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to
 212 (a) who will complete and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in
 213 lieu thereof; or (c) a resolution otherwise acceptable to the parties; or this Contract will automatically terminate with Earnest
 214 Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally
 215 submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to
 216 accept the Property without satisfaction of any such requirement; (both scenarios being referred to herein as a
 217 "**Capitulation**") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed.
 218 Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in
 219 an Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate
 220 unless Buyer delivers a Capitulation Notice to Seller within 2 days (2 if left blank) after Buyer's receipt of Seller's
 221 Response (or the parties reach a mutually acceptable written agreement prior thereto). **Note:** A monetary adjustment may
 222 affect the terms of Buyer's loan (e.g., down payment and interest rate).

223 **8. DISPOSITION OF EARNEST MONEY.**

224 Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**")
 225 shall not distribute the Earnest Money or any other escrowed funds held by it ("**Escrow Funds**") without the written consent
 226 of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder
 227 shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties
 228 consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow
 229 Holder), at which time the Escrow Funds may be paid into court, less any attorney fees, court costs and other legal expenses
 230 incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may
 231 be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by
 232 §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing
 233 Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following
 234 sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note:**
 235 **If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed**
 236 **by the parties, then those separate terms may supersede the terms of this Contract.** Whenever this Contract provides
 237 for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld
 238 by Escrow Holder and paid to the applicable service provider(s).

239 **9. LOSS/CONDEMNATION.**

240 Risk of loss or improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's
 241 current fire and extended coverage insurance (if any) on the Property and to do ordinary and necessary maintenance,
 242 upkeep and repair through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a
 243 condemnation proceeding is filed or threatened against any part thereof (a "**Taking**"), or if any part of the Property is
 244 destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and
 245 if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If
 246 Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to
 247 Closing. **Note:** MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of
 248 any Property damage (or Taking) and any election made in connection therewith.

249 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall
 250 promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and
 251 number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer, a copy
 252 of any written communications to and from the condemning authority and /or insurer (as the case may be); the policy limits;
 253 and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer
 254 may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and
 255 awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the
 256 amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net
 257 of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable
 258 by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and
 259 rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or
 260 (2) rescind the Contract, in which case all parties shall be released from any further liability hereunder and the Earnest
 261 Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to Seller within 10 days after
 262 Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will
 263 be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing
 264 Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without
 265 Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer's failure
 266 to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This
 267 Section shall survive Closing.

268 **10. ADJUSTMENTS/CLOSING COSTS.**

269 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective
 270 obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing
 271 statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"),
 272 together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to
 273 complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's
 274 and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm**
 275 **instructions before sending any Funds via wire transfer.**

276 **Buyer shall pay for (where applicable):**

277 **(a)** hazard insurance premium(s) from and after Closing; **(b)** flood insurance premium if required by lender; **(c)** fees for any
 278 Survey or appraisal ordered by or for Buyer; **(d)** Title Company charges (e.g., Closing, recording, escrow, wiring and closing
 279 protection letter fees) customarily paid by a buyer in the County where the Property is located; **(e)** any lender charges (e.g.,
 280 appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses); **(f)** any inspections
 281 ordered by or for Buyer; **(g)** special taxes (e.g., Tax Increment Financing Districts, Community Improvement Districts and
 282 Neighborhood Improvement Districts), subdivision and any other owner association assessments ("**Special Assessments**")
 283 levied after Closing; **(h)** the value of any heating oil or propane gas left in any tank at the Property (based on supplier current
 284 charges); **(i)** agreed upon repairs; **(j)** any municipal, conservation, fire district or other governmental authority occupancy
 285 compliance permit fees; and **(k)** any commission or other compensation due from Buyer to the Broker(s).

286 **Seller shall pay for (where applicable):**

287 **(a)** existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); **(b)** any Seller
 288 Concessions; **(c)** Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily
 289 paid by a seller in the County where the Property is located; **(d)** any required municipal, conservation, fire district or other
 290 governmental authority occupancy compliance inspection fees; **(e)** so-called "one-time" Special Assessments levied before
 291 Closing; **(f)** agreed upon repairs; and **(g)** any commission or other compensation due from Seller to the Broker(s).

292 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day**
 293 **of Closing:**

294 **(a)** general taxes (based on currently available assessment and rate, otherwise based on previous year); **(b)** all current profits,
 295 royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") with Income delinquent over thirty
 296 (30) days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any Income received by
 297 Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after
 298 deducting and crediting any amounts due to Buyer for any time period after Closing; **(c)** any installments of Special
 299 Assessments becoming due and payable during the calendar year of Closing; **(d)** subdivision upkeep assessments and
 300 monthly association fee; and **(e)** flat rate utility charges (including water, sewer and trash); and **(f)** boat dock fees.

301 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up
 302 to, but not to exceed the amount set forth at §2 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges
 303 and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer,
 304 Buyer's Broker fees, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to
 305 include the cost of any home warranty or Title Fees paid by Seller).

306 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

307 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted
 308 assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and
 309 deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the
 310 parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller
 311 may desire to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue
 312 Code (the "Code"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in
 313 connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by
 314 reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligation
 315 of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be required to incur
 316 any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the
 317 request of another party (the "Requesting Party") or have its rights or obligations hereunder affected in any manner, or be
 318 deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party
 319 shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an
 320 Exchange.

321 **12. ENTIRE AGREEMENT/MODIFICATION.**

322 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto
 323 concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This
 324 Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

325 **13. DEFAULT/REMEDIES.**

326 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the
 327 other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required
 328 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other
 329 party shall have the following remedies:

330 **A. Seller Defaults.** If Seller defaults, Buyer may: **(1)** specifically enforce this Contract and recover damages suffered by
 331 Buyer as a result of the delay in the acquisition of the Property; **(2)** terminate this Contract by Notice to Seller, and agree to
 332 release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and
 333 expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's
 334 sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual
 335 damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by
 336 Buyer represents as fair an approximation of such actual damages as the parties can now determine); or **(3)** pursue any other
 337 remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any
 338 expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's release of Seller shall not
 339 relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement
 340 between them.

341 **B. Buyer Defaults.** If Buyer defaults, Seller may: **(1)** specifically enforce this Contract and recover damages suffered by
 342 Seller as a result of the delay in the sale of the Property; **(2)** terminate this Contract by Notice to Buyer, and (subject to §8)
 343 retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely
 344 difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money
 345 represents as fair an approximation of such actual damages as the parties can now determine); or **(3)** pursue any other
 346 remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or
 347 interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service
 348 agreement entered into between them.

349 **14. PREVAILING PARTY.**

350 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover,
 351 in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable
 352 attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

353 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

354 **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the
 355 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
 356 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of
 357 contingencies under this Contract.

358 **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within ____ days (*1 if none stated*) after the Effective
 359 Date. Buyer has ____ days (*3 if left blank*) after delivery of the Disclosure Statement to review it and deliver Notice to Seller
 360 if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver
 361 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

362 **C.** No Seller's Disclosure Statement will be provided by Seller.

363 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be)**
 364 **accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new**
 365 **information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and**
 366 **constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure**
 367 **Statement false or materially misleading.**

368 **16. LEAD-BASED PAINT DISCLOSURE.**

369 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards
 370 form.

371 **17. WALK-THROUGHS/UTILITIES.**

372 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter
 373 and "walk-through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing.
 374 "Walk-throughs" are not for the purpose of conducting a new inspection, but only for Buyer to confirm that: **(1)** the Property is
 375 in the same general condition as it was on the Effective Date; and **(2)** any repairs which are required or agreed upon (*if any*)
 376 are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for this purpose.** Waiver
 377 of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete
 378 any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all existing utilities (if
 379 any) turned on through Closing (unless utilities have been transferred to Buyer).

380 **18. SIGNATURES.**

381 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall
382 constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant
383 hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
384 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile
385 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

386 **19. GOVERNING LAW/CONSTRUCTION.**

387 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good
388 faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to
389 whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of
390 reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall
391 for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall
392 not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest
393 extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s)
394 had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent
395 of the parties.

396 **20. NOTICES.**

397 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this
398 Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery
399 thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
400 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed
401 delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited
402 agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall
403 constitute delivery of the Notice.

404 **21. RIDERS.** In addition to any other Riders that have been marked as included, the following are attached and
405 incorporated herein as part of this Contract: *(check all that apply)*

- 406 Back-Up Contract Rider (MSC-2023R) Other Proposed Lots Aerial
- 407 Other _____ Other _____

408 **22. SPECIAL AGREEMENTS.** *(complete only if applicable)* This contract is contingent upon successful negotiations
409 and simultaneous closing of the adjoining 0.34 m/l acre tract along Bridge School Road owned by The
410 Legendary Tater Patch, LLC, and the adjoining 6.99 m/l acre tract owned by Otho L. Moutray Trust. Contract is
411 further contingent upon the City of Rolla rezoning all three tracts to C-2. Buyer, at Buyer's expense, shall obtain
412 a survey and provide legal descriptions prior to closing. Buyer willing to close early upon all approvals being
413 obtained and the project being ready to proceed.

414 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** *(Complete only if applicable. If disclosure for multiple licensees is*
415 *required, MR form DSC-1000 "Real Estate Brokerage Relationship" may be used.)*

416 _____ **Mike Woessner** _____ *(insert name of licensee)*
417 is a real estate broker or salesperson, and is *(check one or more, as applicable):*

- 418 a party to this transaction;
- 419 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
- 420 an immediate family member of Seller Buyer.

421 ~~**24. SOURCE(S) OF BROKER(S) COMPENSATION.** *(check one or more boxes below as applicable)*~~

- 422 ~~Seller Buyer *(Note: Actual compensation will be determined by applicable brokerage service agreements)*~~
423 ~~*or as otherwise negotiated as part of this Contract)*~~
- 424 ~~Buyer is requesting Seller pay compensation (from proceeds of the sale) to, or Seller Broker shares compensation with,~~
425 ~~Buyer Broker at Closing, Form MSC-4025R "Compensation Agreement Rider" is attached and incorporated herein.~~
- 426 ~~Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage~~
427 ~~Relationship Section below is (are) the only real estate broker(s) involved in this sale.~~

428 **25. BROKERAGE RELATIONSHIP.**

429 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission,
430 and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the
431 Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first
432 showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

433 **Licensee assisting Buyer is a:** (Check applicable boxes)

- 434 **Buyer's Limited Agent** (acting on behalf of Buyer)
- 435 **Seller's Limited Agent** (acting on behalf of Seller)
- 436 **Dual Agent** (acting on behalf of both Buyer & Seller)
- 437 **Transaction Broker Assisting Buyer** (not acting on
- 438 behalf of either Buyer or Seller)
- 439 **Subagent of Seller** (acting on behalf of Seller)
- 440 **(Also check here if serving as a designated agent)**

Licensee assisting Seller is a: (Check applicable boxes)

- Seller's Limited Agent** (acting on behalf of Seller)
- Buyer's Limited Agent** (acting on behalf of Buyer)
- Dual Agent** (acting on behalf of both Seller & Buyer)
- Transaction Broker Assisting Seller** (not acting on
- behalf of either Seller or Buyer)
- (Also check here if serving as a designated agent)**

441 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

442 _____
443 **Buyer Broker Firm Name**

444 Broker's Firm State License # _____

445 By (Signature) _____

446 Licensee's Printed Name: _____

447 Licensee's State License # _____

448 Date: _____

Seller Broker Firm Name
Broker's Firm State License # _____

By (Signature) _____

Licensee's Printed Name: _____

Licensee's State License # **1999022373**

Date: _____

449 **26. BROKERS ROLE/FRANCHISE DISCLOSURE.**

450 Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data,
451 and to otherwise fully inspect the Property.— Buyer (and all involved real estate licensees, Buyer and Seller Brokers and
452 their respective licensees identified in §25 above, collectively, the “**Brokers**”) may be present during any time of permitted
453 access to the Property. Brokers' presence at the Property at any time shall only serve to assist in the coordination of and
454 compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge
455 or understanding of any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge
456 that Brokers have no expertise or responsibility in analyzing or interpreting those results. The parties will not rely upon the
457 Brokers in any way as to the selection or engagement of any particular company to serve as a lender, appraiser, title
458 company, surveyor or for any inspection/repair, warranty, settlement or other service (“**Service Provider**”). Such services
459 may be offered by more than one company, and the determination to select and engage a particular Service Provider is to
460 be determined solely by the parties as agreed upon herein. The parties should consider, but not be limited by, the existence
461 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional
462 associations and years of experience. **Although one or more of the Brokers may be a member a franchise, the**
463 **franchisor is not responsible for the acts of said Broker(s).**

464 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,
465 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home
466 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2)
467 the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the
468 statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be
469 the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller
470 disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false,
471 or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered
472 to be making any statement contained in such documents.

473 **27. SALES INFORMATION.**

474 Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales
475 information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association
476 or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

477 **28. FEDERAL REGULATIONS.**

478 **A. FIRPTA.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax
479 Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If

480 Seller is a foreign person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any
481 amount required to be withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If
482 the net proceeds are not sufficient to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent,
483 as a condition to Closing, the additional Funds necessary to satisfy the applicable FIRPTA withholding requirements. The
484 parties should seek independent tax advice and legal counsel regarding FIRPTA and any other tax matters.

485 **B. FinCEN REPORT.** 31 CFR § 1010.821 requires that certain residential real estate transactions purchased with all cash
486 or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company,
487 corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury
488 Department’s Financial Crimes Enforcement Network (FinCEN). IF THIS TRANSACTION IS SUBJECT TO THE FinCEN
489 REPORT, Seller and Buyer shall, no later than Closing, provide to the Closing Agent all information necessary to complete
490 the FinCEN Report. Buyer shall be responsible for all costs and fees to prepare and file the FinCEN Report.

491 **C. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party
492 is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated
493 National and Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do
494 business under anti-terrorism laws.

495 **29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

496 Buyer’s offer to purchase the Property shall automatically expire if Seller has not accepted it by _____, __.m., on
497 _____ (the “**Acceptance Deadline**”). This offer is freely revocable by Buyer by providing
498 notice (whether orally or in writing) to Seller or the licensee assisting Seller until Seller has accepted it. Once Seller has
499 accepted it by both (1) signing it; and (2) providing timely notice of such acceptance (whether orally or in writing) to Buyer or
500 to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline) this Contract will become valid and legally binding.
501 The “**Effective Date**” of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

502 **30. TIME IS OF THE ESSENCE.**

503 **Time is of the essence in the performance of the parties’ obligations under this Contract.** All references to a specified
504 time shall mean Central Time. As used herein, a “**day**” is defined as a 24-hour calendar day, seven (7) days per week.

505 **Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).**

506 **SELLER ACCEPTS OFFER (Sign Below)**

507 Mike Woessner 5/19/2026 | 11:41 AM CDT
508 **BUYER** **Date**
509 Print Name: M & L Development LLC

SELLER **Date and Time**
Print Name: City of Rolla

510 **BUYER** **Date**
511 Print Name:

SELLER **Date and Time**
Print Name:

513 **If signing on behalf of a trust or other legal entity,**
514 **print its name and your title below:**
515 M & L Development LLC
516 Printed Entity Name
517 Title(s): Member

If signing on behalf of a trust or other legal entity, please
please print its name and your title below:
City of Rolla
Printed Entity Name
Title(s): Mayor

518 **SELLER REJECTS OFFER (Initial) _____**

519 **SELLER COUNTER-OFFERS (Initial) _____**
520 Counter Offer form MSC-2040, which amends the terms of
521 this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

Last Revised 12/01/25.

©2025 Missouri REALTORS® page 61



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Approve ordinance

SUBJECT: Sale of 19.75 acre parcel adjacent to Westside Drive

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Ordinance, proposed contract, conceptual development plans

(CASE/PROJECT #)

MEETING DATE: July 6, 2026

Overview: The City of Rolla received a 19.75 acre parcel created as a result of the Westside Market Place development. The City listed the property for sale in 2025 so the property could generate benefits for the underlying taxing districts. CM Archer Group, P.C. (Archer) submitted an offer to purchase the property for \$400,000 to construct an office building on the site. The proposed ordinance authorizes the Mayor to execute the contract and associated documents to sell this property to Archer.

Background information: The City received two parcels that were created with the development of the Westside Market Place. The parcels conveyed to the City are challenging to develop due to terrain, poor soil conditions and floodplain issues. The site proposed to be sold to Archer is also adjacent to single-family residential and has limited development opportunity. The City has had the parcels listed with Investment Realty, Inc. since 2025 in an attempt to receive a proposal that would develop the properties in question.

Recently the City received an offer from Archer for the purchase of the larger of the two parcels. Archer proposes to purchase the 19.75 acre site for \$400,000 for the construction of an office building. Conceptual site plans and building plans were provided to show the development proposal. The challenges associated with this property (floodplain, dramatic terrain changes) are considered by Archer's proposal.

Archer's proposal is to close on the property by September 1, 2026. Archer's proposal will allow the site to be developed in a manner that provides the City and underlying taxing districts benefits while having minimal impact to the adjoining residential development. Given the characteristics of the site, City staff supports advancing the development proposal.

The contract also contains a provision requiring the City to rezone the area in question to a zoning that will support the proposed development. The required zoning to support a commercial office building would be in conformance with the City's recently adopted 2050 Comprehensive Plan. The contract also requires the City to extend water and sewer service to within 100 feet of the proposed building.

Fiscal considerations: CM Archer Group, P.C. offered to purchase the 19.75 acres for \$400,000. This property is generating no revenue and has been on the market since 2025 with no acceptable offers being received. Archer is proposing to close on the property prior to September 1, 2026 for the purpose of constructing an office building. The construction of the office building will generate revenues for the City and underlying taxing districts. The extension of infrastructure to support the proposed development is estimated to cost \$30,000 and will increase the value of the other City property adjacent to this site. The adopted and future budgets did not anticipate receiving any revenues from the sale of this property.

Recommendation: Staff recommends approving the ordinance authorizing the Mayor to execute the contract and all documents associated with the sale of the 19.75 acre property as presented.

Bill No. 2026-04

Ordinance No. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR THE SALE OF REAL PROPERTY BETWEEN THE CITY OF ROLLA AND CM ARCHER GROUP, P.C.

WHEREAS, the City of Rolla acquired property in conjunction with the development of the Westside Market Place within the City; and

WHEREAS, the City listed the property with a commercial real estate broker for the purpose of receiving offers for the purchase of the property; and

WHEREAS, the City received an offer to purchase the 19.75 acre parcel for the purpose of developing a commercial office building; and

WHEREAS, the City wishes to accept the proposed offer to enable the future development of this property.

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

SECTION 1: The Mayor is hereby authorized to execute the contract attached as Exhibit A in substantially the same form as approved by the City Attorney and all associated documents necessary for the sale of the property as shown in Exhibit A.

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

SECTION 3: That the City Clerk is authorized by this Ordinance to correct any scrivener’s errors identified within this Ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20TH DAY OF JULY, 2026.

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

51 **4. INCLUSIONS/EXCLUSIONS.** *Note: This Contract provides for what is included in this sale, and not a Seller's*
52 *Disclosure Statement, MLS, commercial or any other listing service or promotional material.*

53 *Note: All grain, crops, livestock, hay, silage, and any non-affixed equipment or personal property now located on*
54 *the real estate are reserved by Seller or Seller's tenant and NOT deemed part of the Property (unless specifically*
55 *included below).*

56 **TO AVOID MISUNDERSTANDING LIST BELOW (AS "INCLUDED" OR "EXCLUDED") ANY ITEM WHICH MAY BE**
57 **SUBJECT TO QUESTION.**

58 **Included** (e.g., any off-site or non-affixed equipment or machinery, or other personal property to be included):

59 _____
60 _____
61 _____

62 **Excluded** (e.g., any deer stands, hunting blinds, trail cameras or other items reserved, leased or not owned by Seller):

63 _____
64 _____
65 _____

66 **5. SALE/APPRaisal/ FINANCING CONTINGENCIES.**

67 **A. Sale Contingency.** *Check one box below:*

- 68 This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.
69 This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. *If this box is checked, then*
70 *complete and attach either (check applicable box):*
71 *Contingency for Sale of Buyer's Existing Property (MSC-2021R), or*
72 *Contingency for Closing of Buyer's Existing Property (MSC-2022R).*

73 **B. Appraisal Contingency.** *Check this box only if this Appraisal Contingency paragraph is intended to apply:*

74 **Note:** *A lender's loan approval process does not always include a traditional appraisal. Different types of "appraisals" are*
75 *available and underwriting requirements vary. If Buyer's performance under this Contract is to be conditioned upon the*
76 *Property appraising at the Purchase Price, check box B above and complete the following.*

77 Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price,
78 by an appraiser selected by Buyer or Buyer's lender and licensed by the State of Missouri (the "**Appraisal Contingency**").
79 Seller agrees to provide reasonable access to the Property for this purpose upon reasonable advance Notice from Buyer.
80 If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less
81 than the appraised value). If Buyer desires to act on this Appraisal Contingency, Buyer must deliver a written request (and
82 a complete copy of the appraisal) to Seller no later than ____ days (25 if none stated) after the Effective Date. **Note:** *MSC-*
83 *2020N Appraisal Notice (Part A) may be used for this purpose.* If Buyer does not timely deliver the Appraisal Notice to
84 Seller, this Appraisal Contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the
85 Purchase Price as requested within ____ days (5 if none stated) after delivery of the Appraisal Notice to Seller (the
86 "**Appraisal Resolution Deadline**"), then this Contract shall automatically terminate (with Earnest Money returned to Buyer,
87 subject to §8) unless Buyer waives this Appraisal Contingency by delivering Notice thereof to Seller on or before the
88 Appraisal Resolution Deadline. **Note:** *MSC-2020N (Part C) may be used for this purpose.* If the Purchase Price is reduced,
89 the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

90 **C. Financing Contingency.** *Check box 1, 2, or 3 below:*

- 91 **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase
92 Price. *(Also check the following, if applicable):*
93 Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.
94 **2. Nonconventional.** *If this box is checked, then complete and attach applicable Rider:*
95 *Government Loan (MSC-2011R)* *Seller Financing & Disclosures (MSC-2012R)*
96 *Loan Assumption (MSC-2013R)* *Other.* _____

97 **3. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan
98 application, paying for a credit report, appraisal and any other required fees, providing all information required by lender and
99 otherwise cooperating fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice,
100 provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the

101 date (the "Loan Contingency Deadline") which is ____ days (25 if none stated) after the Effective Date, then this contingency
102 shall be deemed waived and Buyer's performance under this Contract shall no longer be conditioned upon Buyer obtaining
103 financing; provided however, if such lender will not give Buyer such Notice, then Buyer may directly notify Seller (on or before
104 the Loan Contingency Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this
105 paragraph and that despite request, Buyer was unable to obtain such Notice from lender (See MSC-2010A "Buyer's Financing
106 Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency Affidavit"). If Buyer complies with the
107 terms of this subpart C.3 and timely provides Notice to Seller of Buyer's inability to obtain a loan on the terms described below,
108 then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

109 (Complete one or both) Loan amount: _____% of the Purchase Price, or \$ _____.

110 Initial interest rate not to exceed: _____%. Amortization term _____ years.

111 Rate Type (check one): Fixed Adjustable Other: _____

112 Other terms (N/A if blank): _____

113 If Buyer does not attach MSC-2021R or MSC-2022R (per §5A), then Buyer's inability to obtain a loan due to the failure of
114 the sale and/or closing of another property of Buyer's will not constitute grounds to exercise this financing contingency. If
115 there is no Appraisal Contingency (i.e., if subpart B is not checked above) or the Appraisal Contingency has been waived
116 or removed, then failure of the Property to appraise at the Purchase Price will not constitute grounds to exercise this
117 financing contingency.

118 **Note:** If the Loan Contingency Deadline passes without a termination, Buyer remains obligated under this Contract and must
119 have available all Funds required to close. A "loan commitment" or "preapproval" does NOT guarantee that Buyer's loan will
120 actually fund.

121 **6. TITLE/SURVEY. Note:** Any Seller paid Title Fees below are **in addition** to any "Seller Concessions" (see §10).

122 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless
123 otherwise specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

124 **A. Title.** Within 45 days (20 if none stated) after the Effective Date (check applicable box below):

125 1. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title
126 insurance in the amount of the Purchase Price (the "Owner's Policy"), **both at Seller's cost.**

127 2. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both split 50/50 by parties).

128 3. Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost.**

129 4. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

130 The Title Commitment and Owner's Policy shall be issued by Wiggins Abstract Company, Inc. (the "Title Company").

131 Buyer has 3 days (10 if none stated) to review the Title Commitment after its receipt, including (other than the Permitted
132 Exceptions as defined below), all recorded subdivision, use and other restrictions, rights of way and easements, and all other
133 recorded documents referenced therein which Buyer may desire to obtain (the "Title Review Period"), and to deliver Notice
134 to Seller of any objections which Buyer has to any matters shown or referred to therein ("Title Objections"); provided,
135 however, that if box A4 is checked, then Buyer has ____ days (20 if none stated) after the Effective Date (which shall be
136 deemed to be the "Review Period") to review all such matters and deliver Notice of any Objections to Seller. **Note:** MSC-
137 2055N ("Title Notice") may be used to facilitate the delivery of any Title Objections.

138 If Buyer timely objects, Buyer must also deliver a copy of the Title Commitment to Seller pertaining to such Objections. Seller
139 has 7 days (7 if none stated) after receipt of Buyer's Title Objections to agree in writing to correct the same, prior to
140 Closing, at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within
141 3 additional days (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Title Objections, agrees in writing
142 to accept title without correction of such Title Objections. **Note: If Seller fails to timely respond to Buyer's Title Objections,**
143 **then Seller shall be deemed to have refused to agree to correct any of them.** If the Contract is terminated under this
144 Section, then the Earnest Money is to be refunded to Buyer (subject to §8). If any Title Objection causes a failure of marketable
145 title, then Seller shall be liable for any survey, title, inspection and appraisal costs or charges paid or incurred by Buyer.

146 **B. Survey Contingency.** (Check on box below)

147 **Note:** Buyer should consult with its lender and Title Company as to their survey requirements and ability to provide full survey
148 coverage.

149 1. **Not Contingent Upon a Survey.** Although not a condition to performance, Buyer may still elect to survey the Property.

150 2. **Contingent on Survey.** This Contract **is** contingent upon a survey of the Property.

151 "Survey Rider" (MSC-2065R) is attached and incorporated herein to identify the type of "Survey" to be obtained, from
152 whom, and the responsibility of the parties to pay for the same (the "Survey").

153 **C. Permitted Exceptions.** Seller is solely responsible and liable for clearing any title or survey exception that arises between
154 the Effective Date and Closing. Any existing monetary lien (other than a lien created as a result of Buyer's actions, and any
155 taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item
156 shown (or which could have been shown) on the Title Commitment or a survey for which Buyer does not timely deliver a
157 Notice of Objection shall be deemed waived, and together with all laws and zoning ordinances, all leases and any other
158 occupancy rights of others existing as of the Effective Date which have been disclosed to and approved of by Buyer
159 pursuant to this Contract are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include
160 mechanic's lien coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender
161 title insurance policy.

162 **D. LIMITATION of Title Objection rights (only applies if the following box is checked):**

163 All recorded subdivision indentures, covenants, declarations and restrictions shall be Permitted Exceptions, and Buyer
164 waives its right to object to any of these items as part of the Title Review Period above.

165 **7. INSPECTIONS.**

166 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as
167 may be given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by
168 Buyer in setting the Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract.
169 Unless waived in writing (*Check this box and attach MSC-2051R As-Is Inspection Waiver Rider for this purpose*), Buyer
170 may inspect the Property or have it inspected by a qualified inspector on Buyer's behalf during the Inspection Period. **Note:**
171 *The cost and availability of insurance should be ascertained during the Inspection Period, including but not limited to flood*
172 *insurance.* Seller agrees to provide reasonable access to the Property for this purpose, and as may be required by Buyer's
173 lender or insurer, upon reasonable advance Notice from Buyer. Buyer agrees to immediately repair any damage to the
174 Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including
175 without limitation reasonable attorney fees and court costs, resulting from any inspection of the Property, which obligations
176 shall survive termination of this Contract.

177 **B. Property Data.** Within 5 days (*Insert "N/A" if not applicable, otherwise 5 days if none stated*) after the Effective
178 Date (the "**Property Data Review Period**"), Buyer may review additional data regarding the Property, including but not
179 limited to: zoning regulations; taxes; school district; Subdivision Documents and the presence of registered sex offenders
180 or other convicted criminals in the area ("**Property Data**"). For this purpose, "**Subdivision Documents**" means the
181 unrecorded subdivision/homeowner association bylaws, rules and regulations and financial and insurance information for
182 the subdivision of which the Property is a part. Seller authorizes Buyer to obtain Subdivision Documents from the
183 association and agrees to reasonably cooperate in obtaining the same. Buyer is ultimately responsible for obtaining any
184 Subdivision Documents or other Property Data. If unsatisfied with any Property Data, Buyer may terminate this Contract
185 (with Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data
186 Review Period. **Note:** *MSC-2049N (Property Data Review Termination Notice) may be used for this purpose.* Failure to
187 timely provide such Notice constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

188 **C. Inspection Reports.** Buyer may (subject to the conditions expressly set forth herein), at Buyer's option and
189 expense, obtain written inspection reports ("**Reports**") of the physical condition of the Property as reasonably deemed
190 necessary by Buyer or its lender, including but not limited to the condition or presence (*if any*) of: flood plain status;
191 environmental hazards; plumbing, including water well and irrigation, sewer, septic and wastewater treatment systems;
192 electrical and mechanical systems and equipment; gas lines; soils and drainage; and any equipment included as part of
193 the Property. **Note:** *Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate the inspection*
194 *process.*

195 **D. Inspection Notice.** Buyer must furnish a complete copy of the relevant-Report(s)-to Seller, along with a written list
196 of any unacceptable condition(s) noted therein-(the "**Inspection Notice**", See MSC-2050N), within 45 days (*10 if none*
197 *stated*) after the Effective Date (the "**Inspection Period**"); but if an inspection report indicates a specialist is required for
198 further inspection on a particular area(s) of the Property (a "**Specialist Report**"), Buyer may give Notice of same to Seller
199 (prior to expiration of the Inspection Period) and receive an additional 5 days (*5 if none stated*) to provide the Inspection
200 Notice. **Note:** *MSC-2047N (Notice of Additional Time for Specialist Report) may be used for this purpose.* All inspection
201 reports, including further specialist evaluations, are the sole responsibility of Buyer, and not Seller. **Note: Buyer may**
202 **submit only 1 Inspection Notice. It must include all matters unacceptable to Buyer. Buyer may not object to**
203 **anything that is not in a Report.** Failure to perform any inspection or to timely deliver an Inspection Notice constitutes a
204 waiver and acceptance by Buyer of all conditions any inspection may have disclosed.

205 If an Inspection Notice is timely given, it shall state if:

- 206 (1) Buyer is satisfied with all inspections;
207 (2) There are unacceptable conditions to be satisfied by Seller (in a workmanlike manner and prior to scheduled Closing
208 Date, unless otherwise specified); or
209 (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8).

210 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have 10 days (10 if
211 none stated) after Seller's receipt of the Inspection Notice (the "**Resolution Period**") to reach a written agreement as to
212 (a) who will complete and pay for the correction of any unacceptable conditions; (b) a monetary adjustment at Closing in
213 lieu thereof; or (c) a resolution otherwise acceptable to the parties; or this Contract will automatically terminate with Earnest
214 Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet all requirements originally
215 submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or (b) by Buyer to
216 accept the Property without satisfaction of any such requirement; (both scenarios being referred to herein as a
217 "**Capitulation**") shall constitute an "agreement" for purposes of this paragraph, even if earlier negotiations failed.
218 Regardless of the Resolution Period timeframe set forth above, if Seller responds by declining to satisfy all items listed in
219 an Inspection Notice from Buyer, and does not make a counter proposal, then this Contract shall automatically terminate
220 unless Buyer delivers a Capitulation Notice to Seller within 2 days (2 if left blank) after Buyer's receipt of Seller's
221 Response (or the parties reach a mutually acceptable written agreement prior thereto). **Note:** A monetary adjustment may
222 affect the terms of Buyer's loan (e.g., down payment and interest rate).

223 **8. DISPOSITION OF EARNEST MONEY.**

224 Notwithstanding anything herein to the contrary, Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**")
225 shall not distribute the Earnest Money or any other escrowed funds held by it ("**Escrow Funds**") without the written consent
226 of all parties to this Contract (signatures on the Closing Statement may constitute such consent). Otherwise, Escrow Holder
227 shall continue to hold said Escrow Funds in escrow until: (1) Escrow Holder has a written agreement signed by all parties
228 consenting to its disposition; (2) a civil action is filed to determine its disposition (including an interpleader filed by Escrow
229 Holder), at which time the Escrow Funds may be paid into court, less any attorney fees, court costs and other legal expenses
230 incurred by Escrow Holder in connection therewith; (3) a court order or final judgment mandates its disposition; or (4) as may
231 be required by applicable law. A Broker who is holding any Escrowed Funds in dispute between the parties is required by
232 §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing
233 Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following
234 sixty (60) days after the initial projected Closing Date (absent receipt of written consent of all parties as set forth above). **Note:**
235 ***If an Escrow Holder who is not a licensed real estate broker requires that a separate escrow agreement be executed***
236 ***by the parties, then those separate terms may supersede the terms of this Contract.*** Whenever this Contract provides
237 for the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld
238 by Escrow Holder and paid to the applicable service provider(s).

239 **9. LOSS/CONDEMNATION.**

240 Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's
241 current fire and extended coverage insurance (if any) on the Property and to do ordinary and necessary maintenance,
242 upkeep and repair through Closing. If, before Closing, any part of the Property is taken by eminent domain, or if a
243 condemnation proceeding is filed or threatened against any part thereof (a "**Taking**"), or if any part of the Property is
244 destroyed or physically damaged through no fault of Buyer, then Seller shall promptly provide Notice to Buyer thereof and
245 if Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If
246 Seller restores the Property to its prior condition before the scheduled Closing Date, then the parties shall proceed to
247 Closing. **Note:** MSC-2510N (Property Damage Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of
248 any Property damage (or Taking) and any election made in connection therewith.

249 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall
250 promptly provide Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and
251 number of the agent for each policy and written authorization (if needed) for Buyer to communicate with the insurer, a copy
252 of any written communications to and from the condemning authority and /or insurer (as the case may be); the policy limits;
253 and (if known) the amount of proceeds payable on account of such Taking of or physical damage to the Property. Buyer
254 may then either: (1) proceed with the transaction and be entitled to all insurance proceeds (and/or Taking payments and
255 awards), if any, payable to Seller relating to any physical damage caused to (or Taking of) the Property, in which case the
256 amount of any such payments theretofore made to Seller (plus any deductible amount not covered by insurance, but net
257 of any other actual costs incurred) shall be at Buyer's option either (a) a credit against the Purchase Price otherwise payable
258 by Buyer at Closing, or (b) a credit to Buyer at Closing, and Seller shall assign to Buyer all such remaining claims and
259 rights to or arising out of any such casualty or Taking, including the right to conduct any litigation with respect thereto; or
260 (2) rescind the Contract, in which case all parties shall be released from any further liability hereunder and the Earnest
261 Money shall be returned to Buyer (subject to §8). Buyer shall give Notice of Buyer's election to Seller within 10 days after
262 Buyer's receipt of Notice of Property Damage (or Taking, as the case may be) and the aforesaid information. Closing will
263 be extended accordingly, if such information is not received by Buyer more than 10 days prior to the scheduled Closing
264 Date. Seller shall not settle any claim regarding a Taking prior to the Closing (or earlier termination of this Contract) without
265 Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer's failure
266 to so notify Seller shall constitute an election to rescind this Contract. A rescission does not constitute a default. This
267 Section shall survive Closing.

268 **10. ADJUSTMENTS/CLOSING COSTS.**

269 Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective
270 obligations hereunder, as of the date of Closing. Such matters and the following prorations shall be itemized on a closing
271 statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"),
272 together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to
273 complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's
274 and Seller's Closing Statements as required by 20 CSR 2250-8.150. **Note: Buyer is cautioned to always call to confirm**
275 **instructions before sending any Funds via wire transfer.**

276 **Buyer shall pay for (where applicable):**

277 (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by lender; (c) fees for any
278 Survey or appraisal ordered by or for Buyer; (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing
279 protection letter fees) customarily paid by a buyer in the County where the Property is located; (e) any lender charges (e.g.,
280 appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses); (f) any inspections
281 ordered by or for Buyer; (g) special taxes (e.g., Tax Increment Financing Districts, Community Improvement Districts and
282 Neighborhood Improvement Districts), subdivision and any other owner association assessments ("**Special Assessments**")
283 levied after Closing; (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current
284 charges); (i) agreed upon repairs; (j) any municipal, conservation, fire district or other governmental authority occupancy
285 compliance permit fees; and (k) any commission or other compensation due from Buyer to the Broker(s).

286 **Seller shall pay for (where applicable):**

287 (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); (b) any Seller
288 Concessions; (c) Title Company charges (e.g., Closing, release, escrow, wire and closing protection letter fees) customarily
289 paid by a seller in the County where the Property is located; (d) any required municipal, conservation, fire district or other
290 governmental authority occupancy compliance inspection fees; (e) so-called "one-time" Special Assessments levied before
291 Closing; (f) agreed upon repairs; and (g) any commission or other compensation due from Seller to the Broker(s).

292 **The parties shall prorate and adjust between them at Closing (based on a 30 day month), with Seller to pay for day**
293 **of Closing:**

294 (a) general taxes (based on currently available assessment and rate, otherwise based on previous year); (b) all current profits,
295 royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") with Income delinquent over thirty
296 (30) days to be collected by Seller and not adjusted. Buyer shall, upon receipt, turn over to Seller any Income received by
297 Buyer after Closing pertaining to any time period prior to Closing and for which no adjustment has been made, after
298 deducting and crediting any amounts due to Buyer for any time period after Closing; (c) any installments of Special
299 Assessments becoming due and payable during the calendar year of Closing; (d) subdivision upkeep assessments and
300 monthly association fee; and (e) flat rate utility charges (including water, sewer and trash); and (f) boat dock fees.

301 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up
302 to, but not to exceed the amount set forth at §2 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges
303 and expenses, Title Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer,
304 Buyer's Broker fees, or any other expenses/fees associated with the Closing, all as approved by Buyer's lender (but not to
305 include the cost of any home warranty or Title Fees paid by Seller).

306 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.**

307 This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted
308 assigns. Buyer may not assign this Contract without the written consent of Seller if: (a) Seller is taking back a note and
309 deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not relieve the
310 parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller
311 may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue
312 Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in
313 connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by
314 reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligation
315 of the parties under this Contract. No party shall, by this Contract or acquiescence to an Exchange, be required to incur
316 any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the
317 request of another party (the "**Requesting Party**") or have its rights or obligations hereunder affected in any manner, or be
318 deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party
319 shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an
320 Exchange.

321 **12. ENTIRE AGREEMENT/MODIFICATION.**

322 This Contract and any rider or attachment hereto (if any) constitute the entire agreement between the parties hereto
323 concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This
324 Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

Page 71

325 **13. DEFAULT/REMEDIES.**

326 If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the
327 other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required
328 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other
329 party shall have the following remedies:

330 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by
331 Buyer as a result of the delay in the acquisition of the Property; (2) terminate this Contract by Notice to Seller, and agree to
332 release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and
333 expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's
334 sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual
335 damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by
336 Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other
337 remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any
338 expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to §8). Buyer's release of Seller shall not
339 relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement
340 between them.

341 **B. Buyer Defaults.** If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by
342 Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by Notice to Buyer, and (subject to §8)
343 retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely
344 difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money
345 represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other
346 remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or
347 interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service
348 agreement entered into between them.

349 **14. PREVAILING PARTY.**

350 In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover,
351 in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable
352 attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

353 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

354 **A.** Buyer confirms that before signing this offer to purchase, Buyer received a Seller's Disclosure Statement for the
355 Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
356 advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of
357 contingencies under this Contract.

358 **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within ____ days (1 if none stated) after the Effective
359 Date. Buyer has ____ days (3 if left blank) after delivery of the Disclosure Statement to review it and deliver Notice to Seller
360 if this Contract is to be terminated (with Earnest Money to be returned to Buyer subject to §8). If Buyer does not timely deliver
361 Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

362 **C.** No Seller's Disclosure Statement will be provided by Seller.

363 **Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be)**
364 **accurate, to the best of Seller's knowledge. Seller will fully and promptly disclose in writing to Buyer any new**
365 **information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and**
366 **constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure**
367 **Statement false or materially misleading.**

368 **16. LEAD-BASED PAINT DISCLOSURE.**

369 If required by law, Seller has provided a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards
370 form.

371 **17. WALK-THROUGHS/UTILITIES.**

372 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall each have the right to enter
373 and "walk-through" and verify the condition of the Property upon reasonable advance Notice from Buyer prior to Closing.
374 "Walk-throughs" are not for the purpose of conducting a new inspection, but only for Buyer to confirm that: (1) the Property is
375 in the same general condition as it was on the Effective Date; and (2) any repairs which are required or agreed upon (if any)
376 are completed in a workmanlike manner. **Note: MSC-2600N (Walk-Through Notice) may be used for this purpose.** Waiver
377 of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete
378 any repairs agreed upon or required by this Contract. Seller will arrange, at Seller's expense, to have all existing utilities (if
379 any) turned on through Closing (unless utilities have been transferred to Buyer).

380 **18. SIGNATURES.**

381 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall
382 constitute one and the same instrument. For purposes of executing or amending this Contract, or delivering a Notice pursuant
383 hereto, an approved standard form or other written document which is signed and transmitted by any electronic method
384 deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile
385 machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

386 **19. GOVERNING LAW/CONSTRUCTION.**

387 This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good
388 faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to
389 whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of
390 reference and will not be deemed to modify, restrict or explain any provision of this Contract. If any provision herein shall for
391 any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall
392 not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest
393 extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s)
394 had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent
395 of the parties.

396 **20. NOTICES.**

397 Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notice") required under this
398 Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed delivered to Seller upon delivery
399 thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent, designated agent acting,
400 dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed
401 delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited
402 agent, designated agent, dual agent, transaction broker or Seller's subagent. Refusal to accept service of a Notice shall
403 constitute delivery of the Notice.

404 **21. RIDERS.** In addition to any other Riders that have been marked as included, the following are attached and
405 incorporated herein as part of this Contract: *(check all that apply)*

- 406 Back-Up Contract Rider (MSC-2023R) Other _____
407 Other _____ Other _____

408 **22. SPECIAL AGREEMENTS.** *(complete only if applicable)* The City of Rolla agrees to rezone the Property as
409 required for the proposed development. The City further agrees to extend the city water and sewer service to
410 Westside Drive on this site, within one hundred (100) feet of the development building.

411 _____
412 _____
413 _____

414 **23. LICENSEE PERSONAL INTEREST DISCLOSURE.** *(Complete only if applicable. If disclosure for multiple licensees is*
415 *required, MR form DSC-1000 "Real Estate Brokerage Relationship" may be used.)*

416 _____ n/a *(insert name of licensee)*
417 is a real estate broker or salesperson, and is *(check one or more, as applicable):*

- 418 a party to this transaction;
419 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
420 an immediate family member of Seller Buyer.

421 **24. SOURCE(S) OF BROKER(S) COMPENSATION.** *(check one or more boxes below as applicable)*

422 Seller Buyer *(Note: Actual compensation will be determined by applicable brokerage service agreements*
423 *or as otherwise negotiated as part of this Contract)*

424 Buyer is requesting Seller pay compensation (from proceeds of the sale) to, or Seller Broker shares compensation with,
425 Buyer Broker at Closing, Form MSC-4025R "Compensation Agreement Rider" is attached and incorporated herein.

426 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
427 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

428 **25. BROKERAGE RELATIONSHIP.**

429 Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission,
430 and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the
431 Seller and/or Buyer or their respective Broker (as the case may be), by said undersigned licensee(s), no later than the first
432 showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

433 **Licensee assisting Buyer is a:** (Check applicable boxes)

- 434 **Buyer's Limited Agent** (acting on behalf of Buyer)
- 435 **Seller's Limited Agent** (acting on behalf of Seller)
- 436 **Dual Agent** (acting on behalf of both Buyer & Seller)
- 437 **Transaction Broker Assisting Buyer** (not acting on
438 behalf of either Buyer or Seller)
- 439 **Subagent of Seller** (acting on behalf of Seller)
- 440 **(Also check here if serving as a designated agent)**

Licensee assisting Seller is a: (Check applicable boxes)

- Seller's Limited Agent** (acting on behalf of Seller)
- Buyer's Limited Agent** (acting on behalf of Buyer)
- Dual Agent** (acting on behalf of both Seller & Buyer)
- Transaction Broker Assisting Seller** (not acting on
behalf of either Seller or Buyer)
- (Also check here if serving as a designated agent)**

441 By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

442 Investment Realty, Inc.
443 **Buyer Broker Firm Name**

444 Broker's Firm State License # 000004185

445 By (Signature) 

446 Licensee's Printed Name: Mike Woessner

447 Licensee's State License # 1999022373

448 Date: 5/8/26

Investment Realty, Inc.
Seller Broker Firm Name

Broker's Firm State License # 000004185

By (Signature) 

Licensee's Printed Name: Mike Woessner

Licensee's State License # 1999022373

Date: 5/8/26

449 **26. BROKERS ROLE/FRANCHISE DISCLOSURE.**

450 Buyer is strongly encouraged to obtain an appraisal and survey, and to review Subdivision Documents and Property Data,
451 and to otherwise fully inspect the Property.— Buyer (and all involved real estate licensees, Buyer and Seller Brokers and
452 their respective licensees identified in §25 above, collectively, the "**Brokers**") may be present during any time of permitted
453 access to the Property. Brokers' presence at the Property at any time shall only serve to assist in the coordination of and
454 compliance with the terms of this Contract, and not in any way be interpreted as providing Brokers with special knowledge
455 or understanding of any results. The parties will rely only upon results provided by appropriate expert(s), and acknowledge
456 that Brokers have no expertise or responsibility in analyzing or interpreting those results. The parties will not rely upon the
457 Brokers in any way as to the selection or engagement of any particular company to serve as a lender, appraiser, title
458 company, surveyor or for any inspection/repair, warranty, settlement or other service ("**Service Provider**"). Such services
459 may be offered by more than one company, and the determination to select and engage a particular Service Provider is to
460 be determined solely by the parties as agreed upon herein. The parties should consider, but not be limited by, the existence
461 of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional
462 associations and years of experience. **Although one or more of the Brokers may be a member a franchise, the**
463 **franchisor is not responsible for the acts of said Broker(s).**

464 **Note:** Under Missouri law, Brokers are immune from liability for statements made by engineers, land surveyors, geologists,
465 environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home
466 inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by a Broker; (2)
467 the person making the statement was selected and engaged by the Broker; or (3) the Broker knew prior to Closing that the
468 statement was false (or acted in reckless disregard as to whether the statement was true or false). A Broker shall not be
469 the subject of any action and no action shall be instituted against a Broker for any information contained in any Seller
470 disclosure furnished to Buyer, unless the Broker is a signatory to such, knew prior to Closing that the statement was false,
471 or acted in reckless disregard as to whether it was true or false. Acting as a courier of documents shall not be considered
472 to be making any statement contained in such documents.

473 **27. SALES INFORMATION.**

474 Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales
475 information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association
476 or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

477 **28. FEDERAL REGULATIONS.**

478 **A. FIRPTA.** Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax
479 Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number. If

480 Seller is a foreign person, then Buyer must comply with applicable FIRPTA withholding and remittance requirements. Any
481 amount required to be withheld to satisfy FIRPTA requirements shall be taken solely from the net proceeds due Seller. If
482 the net proceeds are not sufficient to satisfy applicable FIRPTA requirements, then Seller shall deliver to Closing Agent,
483 as a condition to Closing, the additional Funds necessary to satisfy the applicable FIRPTA withholding requirements. The
484 parties should seek independent tax advice and legal counsel regarding FIRPTA and any other tax matters.

485 **B. FinCEN REPORT.** 31 CFR § 1010.821 requires that certain residential real estate transactions purchased with all cash
486 or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company,
487 corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury
488 Department's Financial Crimes Enforcement Network (FinCEN). IF THIS TRANSACTION IS SUBJECT TO THE FinCEN
489 REPORT, Seller and Buyer shall, no later than Closing, provide to the Closing Agent all information necessary to complete
490 the FinCEN Report. Buyer shall be responsible for all costs and fees to prepare and file the FinCEN Report.

491 **C. ANTI-TERRORISM.** Each party hereto represents and warrants to each other party and to the Broker(s), that such party
492 is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated
493 National and Blocked Person (as defined in Presidential Exec. Order 13224), or with whom you are prohibited to do
494 business under anti-terrorism laws.

495 **29. ACCEPTANCE DEADLINE/EFFECTIVE DATE.**

496 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by _____, __.m., on
497 _____ (the "Acceptance Deadline"). This offer is freely revocable by Buyer by providing
498 notice (whether orally or in writing) to Seller or the licensee assisting Seller until Seller has accepted it. Once Seller has
499 accepted it by both (1) signing it; and (2) providing timely notice of such acceptance (whether orally or in writing) to Buyer or
500 to the licensee assisting Buyer (i.e., on or before the Acceptance Deadline) this Contract will become valid and legally binding.

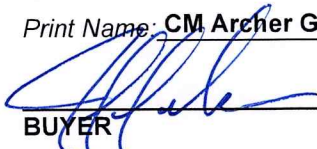
501 The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

502 **30. TIME IS OF THE ESSENCE.**

503 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified
504 time shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

505 **Check box if additional signatures are needed and attach Additional Signature Page (MSC-5070).**

506 **SELLER ACCEPTS OFFER (Sign Below)**

507	_____	_____	_____	_____
508	BUYER	Date	SELLER	Date and Time
509	Print Name: <u>CM Archer Group, P.C. or Assignees</u>		Print Name: <u>City of Rolla</u>	
510		<u>5/18/25</u>		
511	BUYER	Date	SELLER	Date and Time
512	Print Name: _____		Print Name: _____	

513 **If signing on behalf of a trust or other legal entity,**
514 **print its name and your title below:**
515 CM Archer Group, P.C. or Assignees
516 Printed Entity Name
517 **Title(s):** President

If signing on behalf of a trust or other legal entity, please
please print its name and your title below:
City of Rolla
Printed Entity Name
Title(s): Mayor

518 **SELLER REJECTS OFFER (Initial)** _____

519 **SELLER COUNTER-OFFERS (Initial)** _____
520 Counter Offer form MSC-2040, which amends the terms of
521 this offer, is attached and incorporated into this Contract

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.



- PRELIMINARY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

- THIS IS A REDUCED COPY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION.

DESIGNED / DRAWN BY: DBG x
DATE: 05/11/26

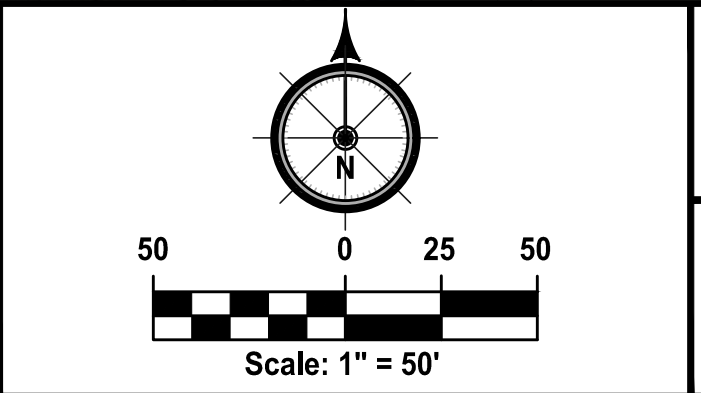
No.	DATE	BY	REVISION BLOCK

PRELIMINARY DRAWING FOR REVIEW AND APPROVAL PURPOSES ONLY. FINAL PLANS WILL BE SIGNED, SEALED, & ISSUED UPON RECEIPT OF ALL PLAN REVIEW COMMENTS AND APPROVALS FROM LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES.

CM Archer Group, P.C. dba:

ARCHER-ELGIN
ENGINEERING | SURVEYING | ARCHITECTURE

Corporate Authority:
CM Archer Group, P.C.: E: 2003023612-D, LS: 2004017577-D, A-2016017179
310 East 6th Street, Rolla, Missouri 65401 Phone: 573-364-6362 Fax: 573-364-4782 www.archer-elgin.com



X	PROJECT NO.
X	X
x, Missouri	DRAWING NO.
X	X

PROJECT NO. X

DRAWING NO. X



ARCHER-ELGIN





CITY COUNCIL AGENDA

DEPARTMENT: Fire & Rescue

ACTION REQUESTED: Motion

SUBJECT: Turnout Gear Purchase

PREPARED BY: Jeff Breen

ATTACHMENTS: Turnout gear specs.

(CASE/PROJECT #)

MEETING DATE: July 6, 2026

Overview: Staff is proposing the approval to order 8 sets of Globe Athletix Coats for \$3,449.11 per unit cost and 8 sets of Globe Athletix Pants for \$2,495.52 per unit cost from Macqueen Emergency Equipment.

Background information: Globe is a manufacturer of high performance and durable turnout gear used widely in the fire service. Globe utilizes approved dealers that are assigned geographical areas, for this reason this is a single source bid project. Using the HGAC buying program the department can meet the State procurement requirements regardless of this being a single source bid project.

The fire department replaces one third of our members' gear every year providing for a three-year main use cycle the three-year-old gear is then used by the member as back up gear for an additional three years.

Fiscal considerations: The adopted FY 26 budget appropriated \$80,000 for turnout gear and other personal protection gear expenses. \$11,304.00 has been spent from this line item for as needed gear repairs and firefighting boots leaving \$68,696.00 for the purchase of 8 full sets of Turnout Gear \$47,557.04 and the balance of \$21,139.00 for the purchase of firefighting gloves and Nomex protective hoods and helmets as needed.

Recommendation: Fire Administration recommends approval to Purchase 8 full sets of Turnout Gear from Macqueen Emergency Equipment for \$47,557.04

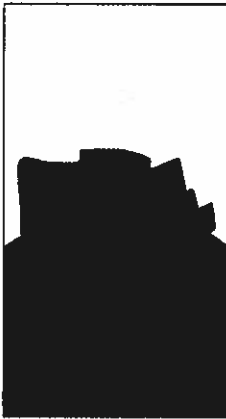
Globe ATHLETIX™ Jacket



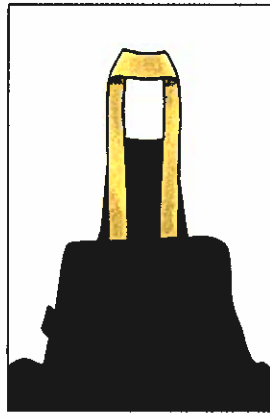
Innovative material technology enables an all-new athletic design with unique stretch fabrics that allow closer, body-contoured fit to provide unprecedented range of motion with less bulk, more flexibility, and lighter weight.

- More streamlined design with vertical seaming reduces oversize in front chest, bulk under SCBA, and stiffness in front closure
- PBI® STRETCH fabric with KEVLAR® allows closer, less bulky fit with unprecedented range of motion and more flexibility while providing premium thermal break open protection
- More flexible seams are safety-stitched and double-needle top-stitched for strength but are less bulky and lay flatter

ASK A QUESTION



Less Bulky, Softer, and More Adjustable Collar
Interfaces better with hood and helmet and reduces head restriction



DRD Opening in the Collar
Takes bulk out of the upper back and allows better access above the SCBA



Stretch Panels
In the thermal barrier work with the stretch outer shell to provide maximum range of motion and minimum



Elasticized Side Panels
Provide flexible, more athletic fit at the waist



Articulated Elbows
For body-contoured fit with minimum restriction



Overlapping Front Closure with Optional Zippergripper™ (patent pending)
To reduce bulk and permit quicker and easier donning and doffing



Cargo Pockets with Grip Tabs
For quicker and easier access to all your stuff in the minimum amount of time



Telescoping Sleeve Band with Double Wristers
Keeps water out and adds thermal protection

24 June 2026

Greetings,

My name is Micheal Dickens. I'm currently serving as a Ward 6 Council Representative in the city of Rolla. I would like to introduce me to you and share why I'm interested in serving on the Bicycle Pedestrian Advisory Committee.

I've lived in Rolla 3 times, this last time has finally taken. This time I have lived here for 10 years. I grew up in Phelps County, namely in Duke, Edgar Springs, and Rolla. I came to Rolla from Houston, Missouri where I worked in radio for 6 years. I moved here for better employment and educational opportunities.

I have an Associates of Arts degree in general studies from Columbia College, and a certification in Information Technology from Rolla Technical Institute.

Being able to get around Rolla is very important to me, especially as a pedestrian, and I am an avid walker. I have walked as many as 6 miles a day in Rolla. I would walk to classes at RTi, and I also walked to Staples when I was an electronics associate there. So, I know the sidewalks in the area, and I also know what it's like walking through traffic signals.

Thank you for your consideration.

Micheal L. Dickens

Hello,

As you requested via text, here is a statement of interest below regarding the committee. Also, if there is a parks committee, I would love to be considered for that as well.

My name is Amelia Markwell, and I am a master's student in Biological Sciences on the pre-medical track at Missouri University of Science and Technology. In addition to my studies, I work as a music instructor at Metz Music, a locally owned small business in Rolla, and I currently serve as the Ward 6 representative on the Rolla City Council. Through my academic, professional, and public service experiences, I have developed a strong commitment to improving the quality of life for our community.

I am interested in serving on the Bicycle and Pedestrian Advisory Committee because I believe safe, accessible transportation is essential for everyone in Rolla, especially our students. Each year, Missouri S&T students are injured (and in some cases lose their lives) while walking to and from campus, crossing busy intersections, traveling between residence halls and classes, or walking at night. Many students do not have access to a vehicle and rely on walking or bicycling as their primary means of transportation. With students making up nearly one-third of Rolla's population, I believe it is important that we continue working to improve pedestrian and bicycle safety throughout our community. I would welcome the opportunity to collaborate with committee members, city staff, and residents to identify practical solutions that make Rolla safer and more accessible for everyone. Thank you for your consideration for this committee.

Let me know if you need anything else!

Thanks Lister!

Amelia Markwell

SCRUBS | President

City Councilwoman | Rolla, MO

OURE Fellows | Biological Sciences

aymh7@umsystem.edu

MISSOURI S&T

Mr.Mayor;

Thank you for your consideration. Here is the brief paragraph you've requested.

My Name his William Hahn; I've lived in Rolla for the past 11 years, and more or less since 1994. I'm a life long runner, having come to school at UMR in part on a Cross Country scholarship. I've trained for a few marathons, but injuries have preventing my making it to the starting line, raising over \$3000 for St.Jude and Ronald McDonald House along the way. I was an avid cyclist through my 20s, but having been hit by a car while cycling and receiving a ticket for my trouble while the driver was not has reduced me to occasional/recreational cyclist. One of the great things about Rolla is their recognition that not everyone who uses the roadways is a driver, and that everyone has the same right to a safe experience. My past experience serving on city council has given me insights into how the committees operate within the citizen governance structure. Having run countless miles on sidewalks, sheet shoulders, and sometimes the grass and gravel adjacent to the roadways all over the city, I have a deep knowledge of where the system works well, and where it could be improved. I want to help the BPAC achieve their mission of ensuring these safe and enjoyable experiences for all users of the system, and at their interface with motor traffic, while helping the city achieve its strategic visions for the network, and the city.

Thank You,

William

Proposition S

Community Town Hall Meeting Tuesday, July 7th at 6:00 pm

Join us at The Center, 1200 Holloway, Rolla, MO, for an informational conversation with the Mayor in front of the fireplace in the atrium. He will share information about the August 4th ballot measure, Proposition S.

City staff will also be available to answer questions about the options for the re-imagined natatorium and to provide additional information related to the ballot measure. This is an opportunity for citizens to learn more about this important topic and visit The Centre.