

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, October 20th, 2025; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Pro-Tempore Kevin Greven

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

PLEDGE OF ALLEGIANCE
Councilman Dickens

I. PUBLIC HEARINGS -

- A. **Public Hearing and Ordinance** to approve the annexation of certain property West of Woodcrest Dr. off Vichy Dr. into the city of Rolla corporate limits and assigning R-3, Multi-Family Residential zoning for the Audubon Ridge Development. (Com. Dev. Director Dawn Bell) **Public Hearing and First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

III. OLD BUSINESS –

- A. **Ordinance** to approve the renaming of Sandstone Street to Sandstone Drive. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** authorizing a Municipal Agreement with the Missouri Highways and Transportation Commission for repairs to the 10th Street (Route BB) bridge over the railroad. (Public Works Director, Darin Pryor) **Final Reading**
- C. **Ordinance** prohibiting parking on Little Oaks Road between Route 63 and Rolla Street. (PW Director Darin Pryor) **Final Reading**
- D. **Ordinance** authoring the execution of an Airport Infrastructure Grant Agreement with the Missouri Highways and Transportation Commission. (PW Director Darin Pryor) **Final Reading**
- E. **Ordinance** regarding the rights and duties of pedestrians and motorists in roadways and intersections. (Police Chief Sean Fagan) **Final Reading**

IV. **NEW BUSINESS** –

- A. **Ordinance** to approve the vacation of a utility easement at 4020 Hypoint North. (City Planner Tom Coots) **First Reading**
- B. **Ordinance** to authorize the Mayor to enter into a Development Agreement with the Woods Mill Development LLC. (PW Director Darin Pryor) **First Reading**
- C. **Ordinance** to amend Chapter 18 of the City Code pertaining to trash service fees. (Environmental Services Director Roger Pankey) **First Reading**

V. **CLAIMS and/or FISCAL TRANSACTIONS** –

- A. **Resolution** authorizing an Award Agreement with the Missouri Dept. of Public Safety/Office of Homeland Security for the acceptance of a MO Blue Shield Grant. (Police Chief Sean Fagan)
- B. **Resolution** authorizing the preparation and submission of a CDBG grant application on behalf of and in coordination with Ozark Actors Theatre for the purpose of rehabilitating the Pine Street Studio façade.(Com. Dev. Director Dawn Bell)

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

VIII. **COMMENTS FOR THE GOOD OF THE ORDER**

- A. Next City Council meeting, Monday, November 3rd.
- B. RACC Executive Director Stevie Kearse: Veterans Day Parade, Saturday, November 8th at 10:00 am
- C. RDBA – Boo-Palooza 2025, Friday, October 31st, from 5:00 to 8:00 pm at the Downtown Bandshell lot.

IX. **CLOSED SESSION** – Closed Session per RSMo 610.021 – NONE

X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Annexation and Assignment of Zoning: Certain property in Section 35, Township 38 North, Range 8 West into the City of Rolla corporate limits and assigning R-3, Multi-family Residential zoning for the Audubon Ridge development

(ANX25-01)

MEETING DATE: October 20, 2025

Application and Notice:

Applicant/Owner - Mike Woessner, Managing Member of Woods Mill Development, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant seeks to voluntarily be annexed into the city limits. Annexation would allow for access to utilities necessary for development of the property. The applicant also requests that the property be assigned R-3, Multi-family Residential zoning at the time of annexation. The R-3 district would allow for the planned multi-family development. The portion of the property already within the city limits is zoned R-3.

A portion of the property to be developed is already within the city limits. About 17 acres are requested to be annexed at this time. The entire tract is about 77 acres. The first phase of the development is planned to include about 25 (8 acres is already within the city limits) acres of the property. The proposed first phase of the development would include 44 lots, which would be intended for development mostly as 4-plex multi-family units.

The applicant has also submitted a Preliminary Plat for review. A Preliminary Plat is reviewed by the Planning and Zoning Commission. The Commission will be able to conduct the review after the subject property is annexed.

A Development Agreement related to the development will be presented concurrently with the annexation.

The subject property was developed as a mobile home park around 1975. The mobile home park was discontinued in 2018.

Property Details:

Current zoning - Unincorporated Phelps County; proposed to be assigned zoning of R-3, Multi-family Residential
Current use - Vacant (former mobile home park)
Proposed use - Multi-family development (proposed 4-plex apartments on individual lots)
Land area - 17.29 acres

Public Facilities/Improvements:

- Streets - The subject property has access to Vichy Rd, a collector road, via Woodcrest Drive, a local street; and White Columns Drive, a collector road, via a fire access road (for the first phase of development; to be connected by public street in future phase).
- Sidewalks - No sidewalks are located adjacent to the property. Sidewalks will be required to be constructed within the development.
- Utilities - The subject property appears to have access to all needed public utilities. The developer will be required to extend utilities within the development. RMU intends to extend water and electric utilities to the property.

Comprehensive Plan: The Comprehensive Plan does not designate the area as being within the Urban Growth Area for the city. As such, the Comprehensive Plan does not designate any suggested future land use for the subject property. The Comprehensive Plan was adopted in 2006. A new Comprehensive Plan is currently being developed.

Discussion: The annexation would allow for the redevelopment of the property. The proposal was reviewed by the Development Review Committee and no objections to the annexation were made. The subject property is contiguous with the current city limits. The development would actually help address issues with connectivity of streets and utilities in the area. The White Columns Drive area and Vichy Rd area are disconnected from each other, except by backtracking a few miles away from Rolla by county roads.

Utilities that are located in the area should have capacity to serve the property. Although the development itself will create additional vehicle traffic, the future connection to White Columns Drive will allow an alternative route for residents and those living in the vicinity.

The Comprehensive Plan does not designate the property as being within the Urban Growth Area. Generally, the Urban Growth Area is the area that is near the city limits that could easily be served by city utilities and services. Given that the property can be well-integrated into the city and provide improved connectivity for existing areas of the city, the property does seem appropriate to be annexed despite not being within the designated Urban Growth Area.

The property requested to be annexed is adjacent to the portion of the property that is within the city limits, and zoned R-3, Multi-family Residential. Many properties in the vicinity are also zoned R-3.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 14, 2025 and voted 7-0 to recommend the City Council approve the request for annexation and assignment of R-3, Multi-family zoning.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter, Annexation Exhibit; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE ANNEXATION OF CERTAIN PROPERTY IN SECTION 35, TOWNSHIP 38 NORTH, RANGE 8 WEST INTO THE CORPORATE LIMITS OF THE CITY OF ROLLA AND ASSIGNING ZONING OF SAID PROPERTY AS THE R-3, MULTI-FAMILY RESIDENTIAL DISTRICT

(ANX25-01)

WHEREAS, a petition was duly filed with the Community Development Department requesting the subject property to be voluntarily annexed into the corporate limits of the City of Rolla; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 14, 2025 and recommended the City Council approve the annexation and assignment of zoning of the subject property as the R-3, Multi-family Residential district; and

WHEREAS, the Rolla City Council, during its October 20, 2025 meeting, conducted a public hearing concerning the proposed annexation and designation of zoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the full voluntary annexation procedure, as outlined in RSMo. 71.012, has been conducted by the City of Rolla, which included the City Council conducting a public hearing on the proposal and determining that the annexation proposal meets the criteria established under Missouri State Statute RSMo. 71.012; and

SECTION 2: That the applicant requests that the City Council of the City of Rolla, Missouri, annex into the corporate limits of Rolla, Missouri, the property that is presently unincorporated, yet contiguous to the corporate limits of the City of Rolla, Missouri, and that is more particularly described as follows:

A fractional part of WOODCREST SUBDIVISION, Phelps County, Missouri, described as follows: Commencing at the Southeast Corner of LOUGHRIDGE'S WOODCREST, Rolla, Missouri; thence South 88°27'50" West, 546.94 feet, and, South 88°29'00" West, 18.43 feet all along the township line to the Southwest Corner of said LOUGHRIDGE'S

WOODCREST, the true point of beginning: Thence continuing South 88°29'00" West, 738.76 feet, all along said Township Line; thence North 1°28'40" West, 137.82 feet; thence South 88°31'30" West, 509.77 feet; thence southwesterly, 38.95 feet along the arc of a curve, concave southeasterly with a radius of 25.00 feet, the chord of which is South 43°53'20" West, 35.13 feet; thence South 0°44'40" East, 112.72 feet to the aforesaid Township Line; thence South 86°40'10" West, 29.95 feet, and, South 88°32'30" West, 30.13 feet, all along said Township Line; thence North 0°44'40" West, 113.04 feet; thence northwesterly, 39.59 feet along the arc of a curve, concave southwesterly with a radius of 25.00 feet, the chord of which is North 46°06'40" West, 35.58 feet; thence South 88°31'30" West, 9.76 feet; thence North 1°25'30" West, 60.00 feet; thence North 88°31'30" East, 679.03 feet; thence northeasterly, 31.42 feet along the arc of a curve, concave northwesterly with a radius of 20.00 feet, the chord of which is North 43°31'30" East, 28.28 feet; thence North 1°28'40" West, 224.55 feet; thence northwesterly, 31.42 feet along the arc of a curve, concave southwesterly with a radius of 20.00 feet, the chord of which is North 46°28'40" West, 28.28 feet; thence North 1°28'40" West, 60.00 feet; thence North 88°31'30" East, 90.00 feet; thence North 1°28'40" West, 138.54 feet; thence North 88°32'30" East, 619.09 feet to the Northwest Corner of the aforesaid LOUGHRIDGE'S WOODCREST; thence South 0°14'40" West, 660.47 feet along the West line of said LOUGHRIDGE'S WOODCREST to the point of beginning. Description derived from plat of survey J 2347P, dated September 2, 2025, by CM Archer Group, P.C.

AND, a fractional part of the South Half of Section 35, Township 38 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 35; thence North 88°12'30" East, 67.79 feet along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2015 4938; thence South 9°12'30" West, 137.62 feet, and, South 47°24'10" West, 239.02 feet, and, South 18°02'40" West, 152.66, and, South 5°11'20" West, 225.83 feet, all along the westerly line of said Document No. 2015 4938 parcel to the North line of the aforesaid LOUGHRIDGE'S WOODCREST; thence South 88°32'30" West, 410.87 feet along said North line thence North 1°28'40" West, 77.20 feet; thence North 36°56'40" East, 257.94 feet; thence North 0°18'30" West, 219.58 feet; thence North 45°01'00" East, 236.70 feet to the North line of the Southeast Quarter of the Southwest Quarter of the aforesaid Section 35; thence North 88°51'20" East, 289.43 feet along said North line to the point of beginning. Description derived from plat of survey J 2347P, dated September 2, 2025, by CM Archer Group, P.C.

SECTION 3: And that the Basic Zoning Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance is hereby amended by designating the zoning classification of the said property, as the R-3, Multi-family Residential district on the Official Zoning Map of the City of Rolla.

SECTION 4: The owner of the subject property shall be responsible for payment or reimbursement of any fees assessed by the Rolla Rural Fire Protection District resulting from the annexation.

SECTION 5: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 3rd DAY OF NOVEMBER, 2025.**

APPROVED:

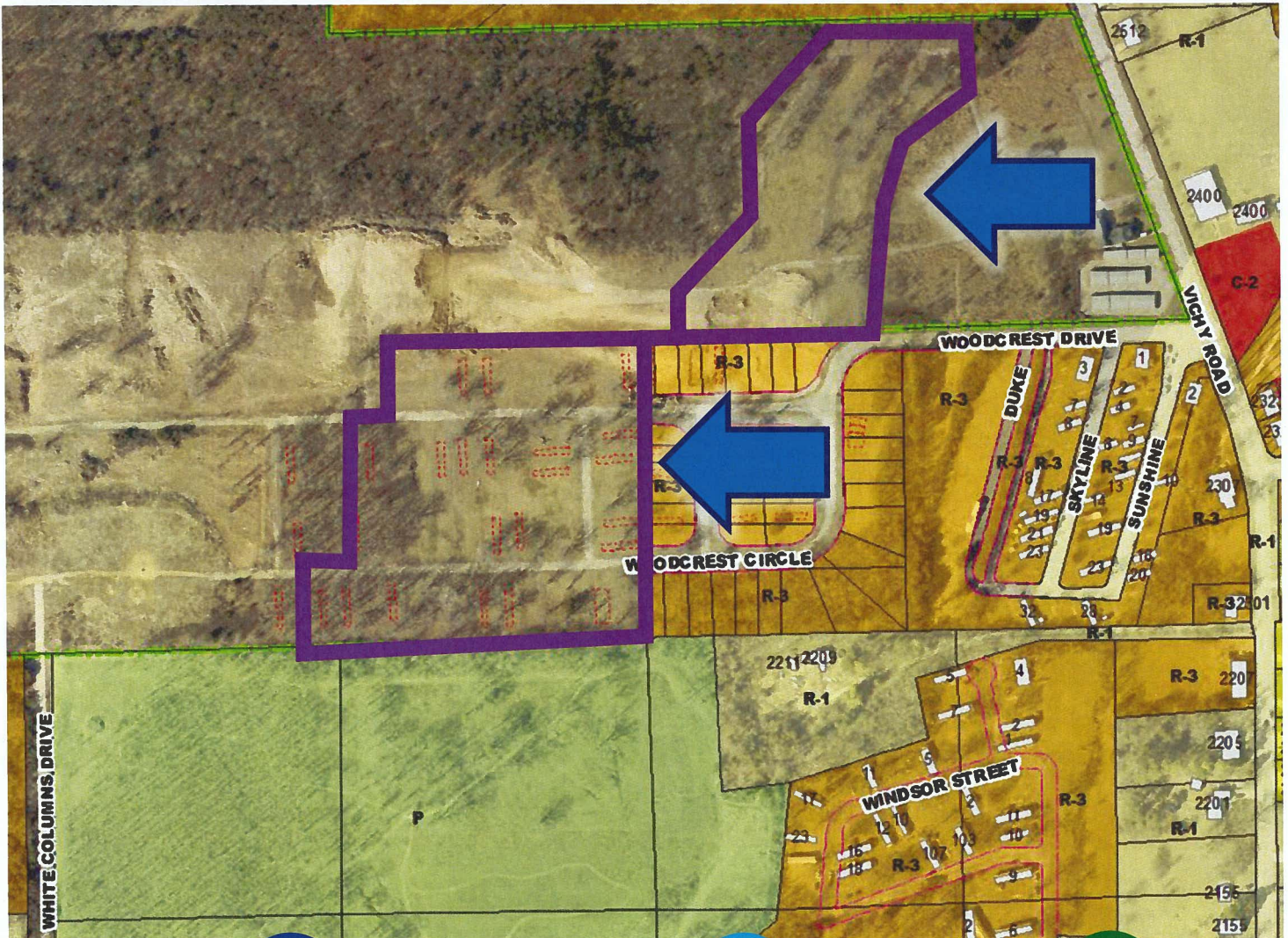
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ANX25-01
Location: 1 Woodcrest Circle
Applicant: Woods Mill Development, LLC
Request:

Annexation into the city limits of the City of Rolla and assigning a zoning of R-3, Multi-family Residential



Public Hearings:

Planning and Zoning
Commission
October 14, 2025
5:30 PM
City Hall: 1st Floor

City Council
October 20, 2025
6:30 PM
City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

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

What is an Annexation?

An annexation is the changing of the city limits to include additional areas. Once within the corporate limits of the City of Rolla, a property is subject to the laws of the City of Rolla and is eligible for services provided by the City of Rolla.

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

INSERT



PROJECT LOCATION: The proposed project is located in the Rural District of R-2, Township 38 North, Range 8 West, and Section 34 of T-38N, R-8W, S-34, containing 160 acres of land, located on the east side of the town of Audubon, Wisconsin. The project area is a portion of WOODCREST DRIVE. A portion of the project area is located within a wetland area. The current city limits are depicted by the yellow line pointed towards the north. The developer intends to seek approval for a rezoning of the project area from R-2 to R-4. The rezoning is being requested during the approval process of the final plat. The portions of the proposed development which would require amendment are shaded in light blue.

LOT SCHEME: There are 46 lots proposed for this development. As noted above, these lots will be a combination of newly created lots from unincorporated, undeveloped land and reconfigured existing lots from prior rezoned subdivisions.

ZONING INFORMATION: The portions of the project area located within the Rural city limits are currently zoned R-2, Multi-Use Residential District. Following are the setback requirements for R-2 District:

- Front yard: 25 feet
- Side yard: 10 feet
- Rear yard: 10 feet
- Corner lot: 15 feet
- Rear lot: 10 feet; 20 feet when adjacent to any other district

STREET INFORMATION: Audubon Trail represents a reconstruction and expansion of Route 66. The town of Audubon is located on the west side of the project area. The project area is located on the east side of the town of Audubon. Gravel Street and Red Tail Ridge represent new rights of way shown in red. Gravel Street and Red Tail Ridge have a width of 66 feet. The width of the end of Red Tail Ridge has a return of 85 feet.

[illegible]



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

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

(STR25-01)

MEETING DATE: October 20, 2025

Application and Notice:

Applicant - City of Rolla
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

Sandstone Street was originally platted in Stone Ridge Estates in 1988. The plat did call the street 'Sandstone Street.' Once the street was built, the street signs that were erected simply said 'Sandstone.' Most other streets in the neighborhood are called 'Drive.' Residents assumed the street was called Sandstone Drive. Maps produced by the city until about 25 years ago simply referred to the street as 'Sandstone.' Prior to the city using software for issuing building permits, building permits were issued based on both Sandstone Drive and Sandstone.

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

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

Discussion:

Renaming the street seems to be the best course of action, rather than having both names or forcing all the residents to change their mailing address and identification.

The resolution to allow the public notice for the street name change was adopted by the City Council at the August 18, 2025 meeting. Notice was provided in the Phelps County Focus. No protest from the impacted property owners was received.

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

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE NAME OF SANDSTONE STREET TO SANDSTONE DRIVE

(STR25-01)

WHEREAS, the portion of Sandstone Street has been known as Sandstone Drive for a number of years, with mail and official identification referring to Sandstone Drive; and

WHEREAS, the City of Rolla City Council met on August 18, 2025 and through the passage of Resolution 2072, found it necessary to change the name of Sandstone Street and directed that, in accordance with Missouri Revised Statutes, the notice be advertised in a local newspaper; and

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

WHEREAS, a period of four weeks from the date of publication of the notice was provided to allow for any affected property owners to file a written petition to protest the street name change; and

WHEREAS, no written petition to protest the street name change has been received, and;

WHEREAS, after such notice has been provided and no written petition has been received after four weeks from the date of publication of said notice, the City Council of Rolla shall have the power by ordinance to change said street name and that, once approved, the City Clerk shall file said ordinance with the Phelps County Recorder of Deeds.

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

SECTION 1: That after consideration, the City Council approved the request to officially change Sandstone Street to Sandstone Drive.

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

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

APPROVED:

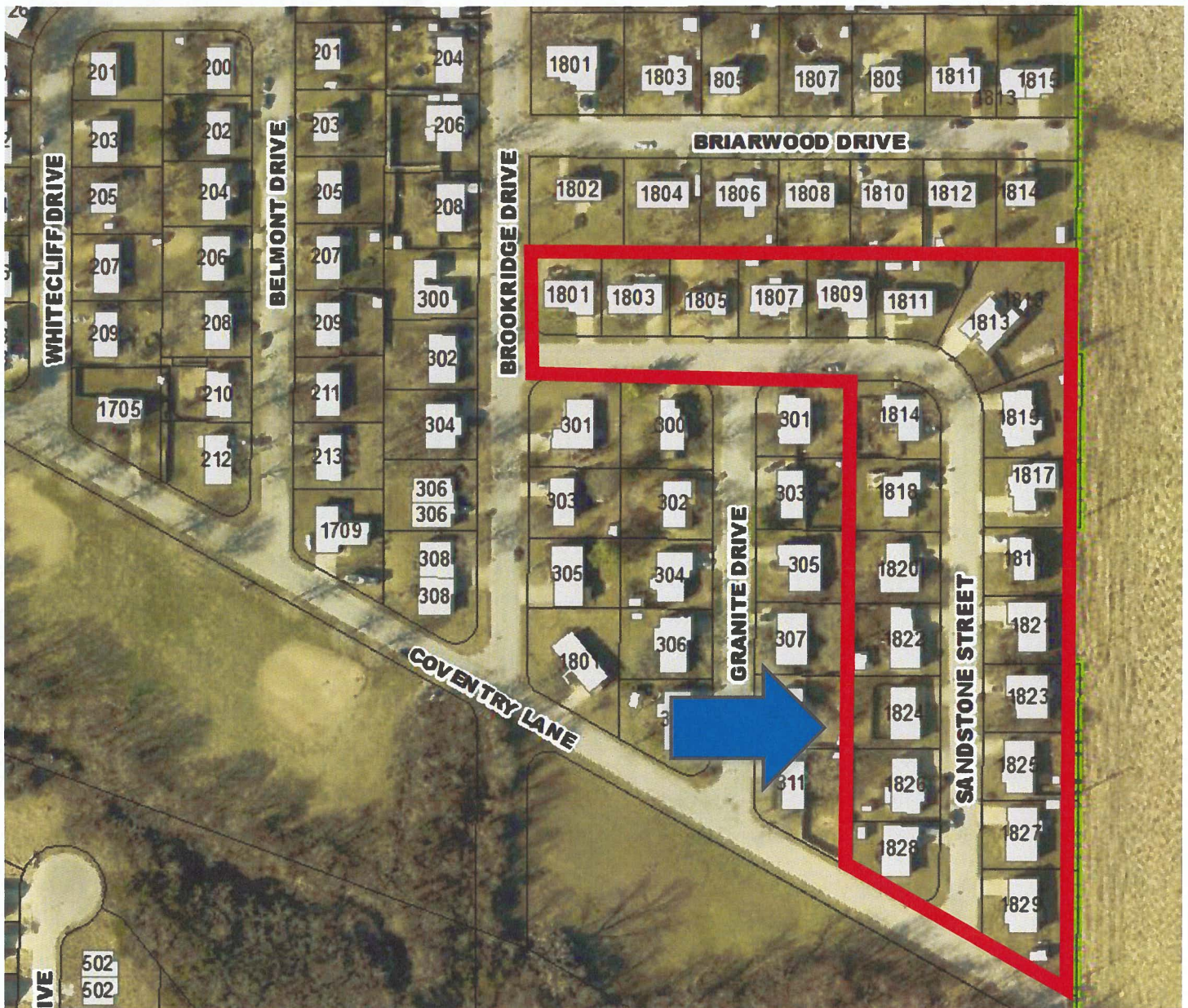
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: STR25-01
 Location: Sandstone Street
 Applicant: City of Rolla
 Request:
 Rename Sandstone Street to Sandstone Drive



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: **Darin Pryor**

ACTION REQUESTED: **Ordinance Final Reading**

ITEM/SUBJECT: **MoDOT Municipal Agreement**

DATE: **10/20/2025**

COMMENTARY:

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

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

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

ITEM NO. III.B.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN MUNICIPAL AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Municipal Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission to allow improvements on bridge A3080, a copy of said agreement being attached hereto and marked Exhibit "A".

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/24 (TLP)
Modified:

Municipal Agreement
Route: BB
County: Phelps
Job No.: JCD0089

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route BB, Phelps County, Job No. JCD0089 shall consist of bridge rehabilitation of Bridge A3080, sidewalks and pavement marking.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

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

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. JCD0089.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Oak Street and Olive Street permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. JCD0089 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(B) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of

the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, excepting sidewalks whether new or used in place. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of sidewalks, including snow removal on those sidewalks, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(B) The City shall inspect and maintain the sidewalks constructed by this project, and further depicted in attached sketches labeled "Exhibit B", in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's

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

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

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

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Central District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Mayor Louis J. Magdits IV
P.O. Box 979
Rolla, MO 65402
Phone No. (573) 426-6948
Email: lmagdits@rollacity.org
- (B) To the Commission:
Machelle Watkins, P.E.
Central District Engineer

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

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

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

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

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ROLLA

By: _____

By: _____

Title: Assistant Chief Engineer

Title: Mayor

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: City Clerk

APPROVED AS TO FORM:

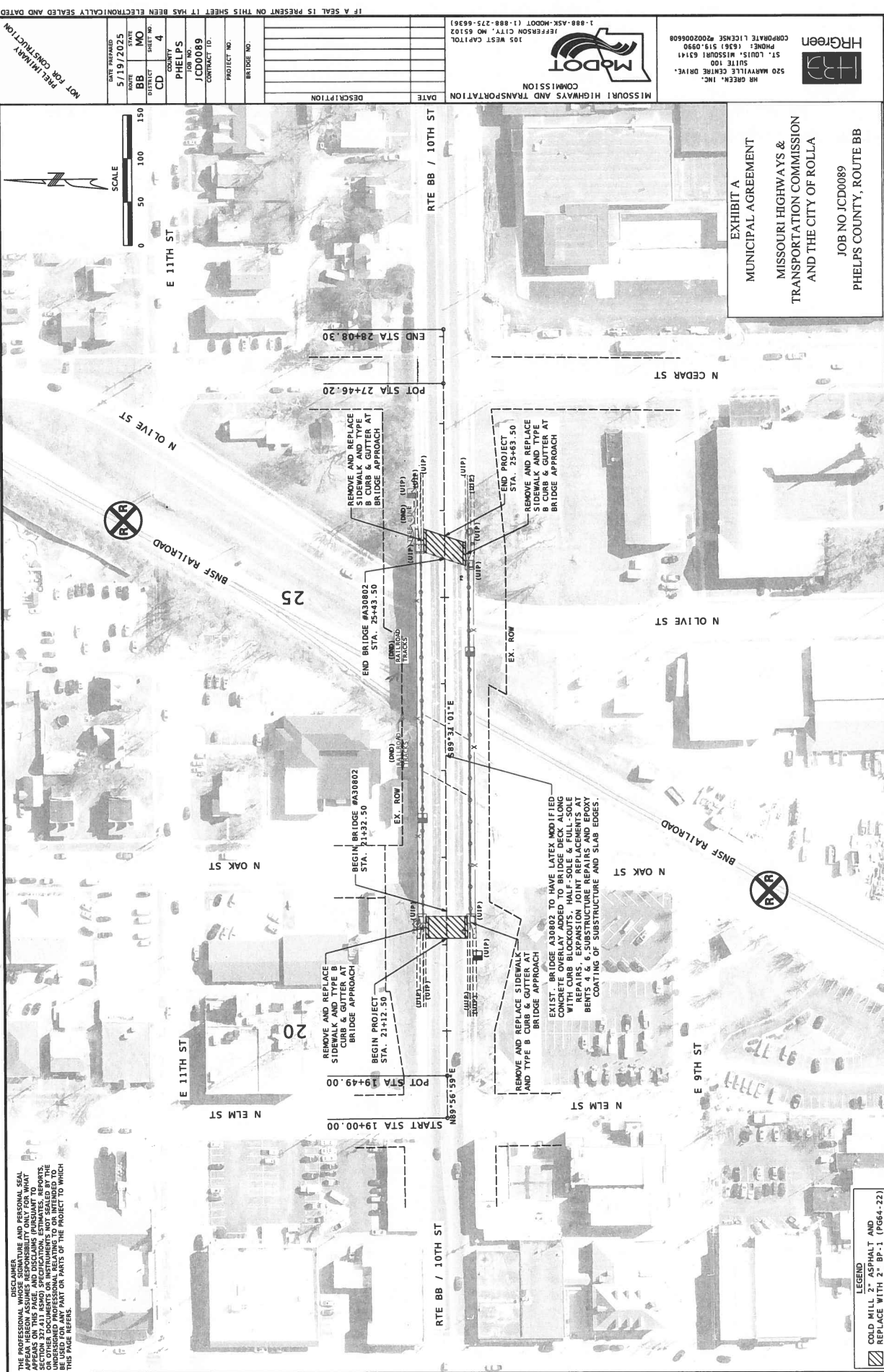
APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: City Attorney

Ordinance Number _____



DISCLAIMER
THE PROFESSIONAL ENGINEER'S SIGNATURE AND PERSONAL SEAL
APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT
APPEARS ON THIS DRAWING. THE ENGINEER DOES NOT
GUARANTEE THE ACCURACY OF THE INFORMATION, REPORTS,
OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE
ENGINEER. THIS DRAWING IS NOT TO BE USED FOR ANY PART OF THE PROJECT TO WHICH
THIS PAGE REFERS.

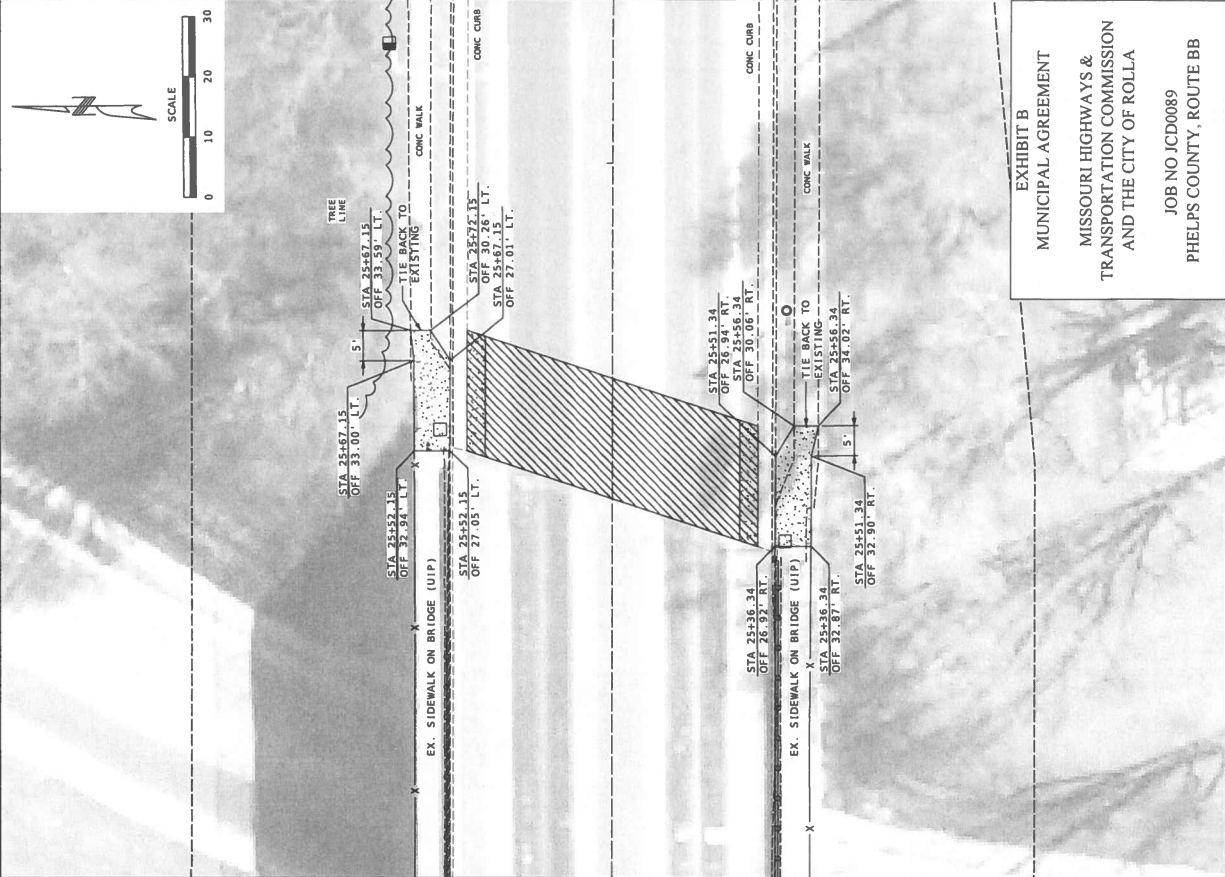
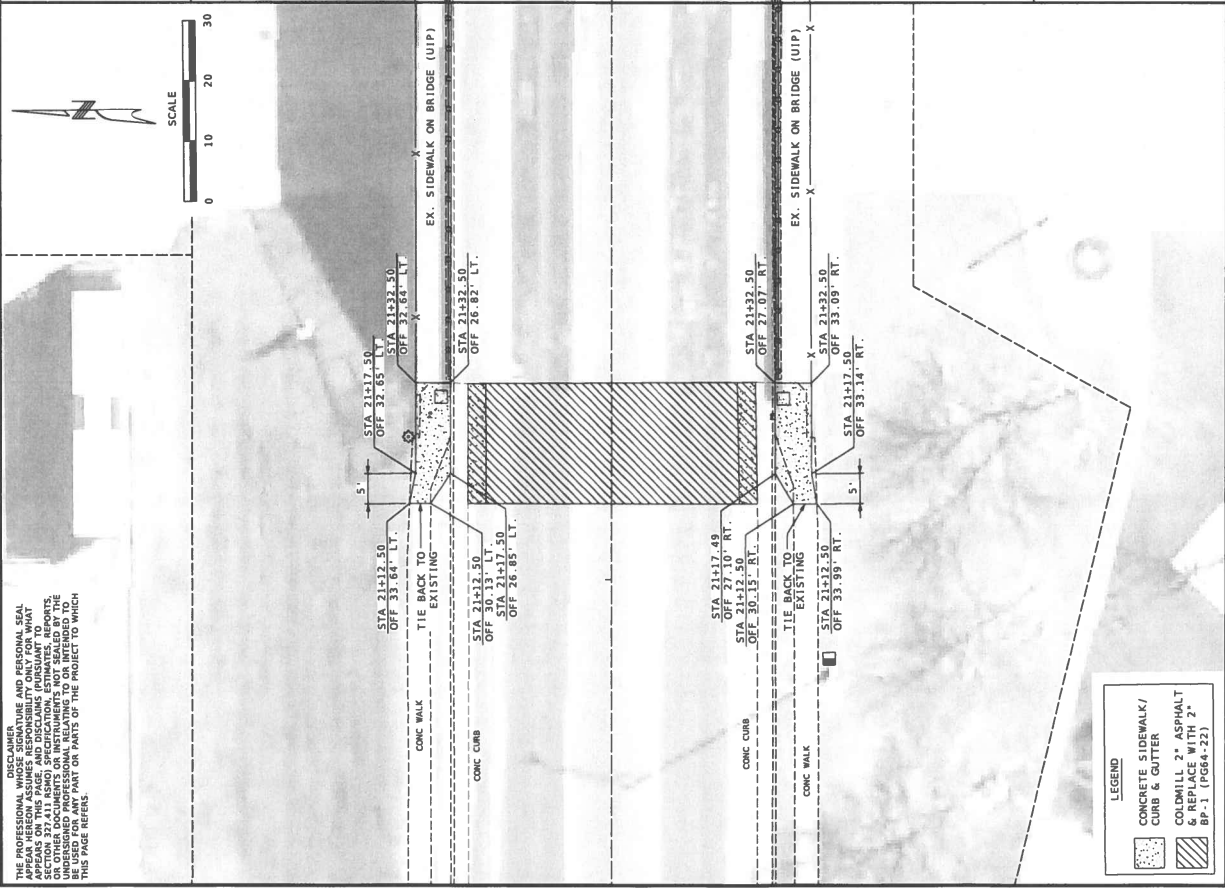
DATE PREPARED 5/19/2025	STATE MO	SHEET NO. 4
ROUTE BB	COUNTY CD	DISTRICT CD
PHILIPS		
FOR NO. JCD0089		
CONTRACT ID.		
PROJECT NO.		
BRIDGE NO.		
DESCRIPTION		
DATE		
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION		
1-888-ASK-MDOT (1-888-275-6636) JEFFERSON CITY, MO 65102 105 WEST CAPITOL		

HRGreen
520 MANVILLE CENTRE DRIVE
SUITE 100
ST. LOUIS, MISSOURI 63141
PHONE: (314) 515-0906
CORPORATE LICENSE #202006608

EXHIBIT A
MUNICIPAL AGREEMENT
MISSOURI HIGHWAYS &
TRANSPORTATION COMMISSION
AND THE CITY OF ROLLA
JOB NO JCD0089
PHILIPS COUNTY, ROUTE BB

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.
NOT FOR CONSTRUCTION

THE PROFESSIONAL ENGINEER'S SIGNATURE AND PERSONAL SEAL
 APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT
 SECTION 327.411 (RSMO) SPECIFICATION, ESTIMATES, REPORTS,
 AND OTHER INFORMATION CONTAINED HEREON. THE ENGINEER
 UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO
 BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH
 THIS SEAL RELATES.



DATE PREPARED: 8/12/2025
 DISTRICT: BB MO
 SHEET NO: 12 CD
 COUNTY: PHELPS
 JOB NO: JCD0089
 CONTRACT ID:
 PROJECT NO:
 BRIDGE NO:

MISSOURI HIGHWAYS AND TRANSPORTATION
 COMMISION
 105 WEST CAPITOL
 JEFFERSON MO 64501
 1-888-ASK-MDOT (1-888-275-6636)

NOT FOR CONSTRUCTION
 IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

HR Green, Inc.
 520 MAYVILL CENTRE DRIVE
 SUITE 100
 ST. LOUIS, MISSOURI 63141
 PHONE: (636) 519-0990
 CORPORATE LICENSE #202006609

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Little Oaks Road No-Parking

DATE: 10-20-25

COMMENTARY:

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Little Oaks Road, on both sides, from Bishop Avenue (U.S. Highway 63) to Rolla Street.

Section 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval.

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

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**Section 27.92 Parking Prohibited
On certain streets or parts of streets**

Little Oaks Road - from Hwy 63 to Rolla Street



ROLLA STREET

DANA
RENEE
DRIVE

PRIVATE DIVE

PRIVATE DIVE

LITTLE OAKS ROAD

Proposed No Parking Area

Proposed No Parking Area

WILTHWORTH ROAD

63

Map Data Disclaimer: This map may contain data that is inaccurate or incomplete due to the nature of the data source. The City of Rolla is not responsible for any inaccuracies or errors. This map is provided for public use "as is," and you agree to use it at your own risk.



CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Airport Infrastructure Grant Agreement

DATE: 10/20/2025

COMMENTARY:

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

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AIRPORT INFRASTRUCTURE GRANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, An Infrastructure Grant Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit "A".

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CCO FORM: MO24

Approved: 12/23 (MWH)

Revised: 08/25 (MWH)

Modified:

Sponsor: City of Rolla

Project No.: 23-056A-1

Airport Name: Rolla National

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT INFRASTRUCTURE GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
11. RECOVERY OF FEDERAL FUNDS
12. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
13. PAYMENT
14. ADMINISTRATIVE/AUDIT REQUIREMENTS
15. ASSURANCES/COMPLIANCE
16. LEASES/AGREEMENTS
17. NONDISCRIMINATION ASSURANCE
18. CANCELLATION
19. VENUE
20. APPLICABLE LAWS AND REGULATIONS
21. WORK PRODUCT
22. CONFIDENTIALITY
23. NONSOLICITATION
24. DISPUTES
25. INDEMNIFICATION

- 26. INSURANCE
- 27. HOLD HARMLESS
- 28. NOTIFICATION OF CHANGE
- 29. DURATION OF GRANT OBLIGATIONS
- 30. AMENDMENTS
- 31. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
- 32. ASSIGNMENT
- 33. BANKRUPTCY
- 34. COMMISSION REPRESENTATIVE
- 35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
- 36. BAN ON TEXTING WHILE DRIVING
- 37. TRAFFICKING IN PERSONS
- 38. SUSPENSION OR DEBARMENT
- 39. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER
- 40. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 41. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III – PLANNING

- 42. AIRPORT LAYOUT PLAN
- 43. AIRPORT PROPERTY MAP
- 44. ENVIRONMENTAL IMPACT EVALUATION
- 45. EXHIBIT "A" PROPERTY MAP
- 46. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

- 47. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

- 48. ENGINEER'S DESIGN REPORT
- 49. GEOMETRIC DESIGN CRITERIA
- 50. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

- 51. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
- 52. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
- 53. WAGE LAWS
- 54. COMPETITIVE SELECTION OF CONTRACTOR
- 55. REVIEW OF BIDS AND CONTRACT AWARD
- 56. NOTICE TO PROCEED
- 57. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
- 58. LABOR STANDARDS INTERVIEWS
- 59. AIR AND WATER QUALITY
- 60. FILING NOTICE OF LANDING AREA PROPOSAL
- 61. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
- 62. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS

- 63. RESPONSIBILITY FOR PROJECT SAFETY
- 64. RECORD DRAWINGS
- 65. PROHIBITED TELECOMMUNICATIONS
- 66. BUY AMERICAN
- 67. BUILD AMERICA, BUY AMERICA

SECTION VII – SPECIAL CONDITIONS

- 68. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

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

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

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

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

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

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

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

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

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

TAXIWAY A RECONSTRUCT

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance under the AIG grant program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2027. The Commission's assistant chief engineer may for good cause as shown by the Sponsor in writing extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence to title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Seventy-Six Thousand Seven Hundred Ninety-Nine Dollars (\$276,799) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Fourteen Thousand Five Hundred Sixty-Eight Dollars (\$14,568).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: AIG grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475. The Sponsor must not include any costs in the projects funded with this grant that are ineligible or unallowable in accordance with Public Law 117-58, Division J, Title VIII.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before October 15, 2025, or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109, the regulations, the Secretary of Transportation's (Secretary's) policies and procedures and the Act(s) reference above, as may be applicable. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.

(10) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws including but not limited to BIL (Public Law 117-58), statutes, and regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees, to report to the Commission any disengagement from funding eligible expenses under this Agreement and any subgrants hereto that exceed three (3) months or a twenty-five percent (25%) reduction in time devoted to the project and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Agreement.

(11) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project(s) upon which Federal funds have been expended. For the purpose of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must obtain the approval of the Commission as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor must furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Commission.

(12) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may

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

(13) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or lump sum payments upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) of this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance, and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(14) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends one million dollars (\$1,000,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation ("MoDOT" or "Department") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than one million dollars (\$1,000,000) in a year, the Sponsor may

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

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(15) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, Airport Sponsors (Bipartisan Infrastructure Law), or Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (May 2011) Assurances, or Planning Agency (May 2022) Assurances, and all information require by 2 CFR §200.332 and current FAA Advisory Circulars (ACs) for AIG projects and/or the Commission's specifications. These assurances, ACs, and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications, and current "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(16) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value (FMV) income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(17) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA). In addition, if the

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

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions

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

(18) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(21) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(22) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(23) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(24) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

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

(26) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional

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

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(28) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: John Butz
City Administrator
City of Rolla
P.O. Box 979
901 N Elm
Rolla, MO 65402
(573) 526-6948
(573) 426-6947
email: jbutz@rollacity.org

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

of the facsimile or email transmission of the document.

(29) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. This paragraph equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

(30) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(31) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(32) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any

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

(33) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(34) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(35) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252). This Agreement is subject to the award terms within 2 CFR Part 170.

(36) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(37) TRAFFICKING IN PERSONS:

(A) POSTING OF CONTACT INFORMATION: The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

(B) PROVISIONS APPLICABLE TO A RECIPIENT THAT IS A PRIVATE ENTITY: The Sponsor recipient, sponsor's employees, subrecipients under this Grant, and

subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

(C) The FAA and the Commission may unilaterally terminate this Grant, without penalty, if the Sponsor that is a private entity:

1. Is determined to have violated a prohibition in subparagraph (A) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to Sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(D) PROVISION APPLICABLE TO A RECIPIENT OTHER THAN A PRIVATE ENTITY: FAA and the Commission may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in subparagraph (A) of this Grant Condition; or

2. Has an employee who is determined by the Commission to have violated an applicable prohibition in subparagraph (A) of this Grant Condition through conduct that is either:

A. Associated with performance under this Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

(E) PROVISIONS APPLICABLE TO ANY RECIPIENT:

1. Sponsor must inform the Commission immediately of any information Sponsor received from any source alleging a violation of a prohibition in paragraph (A) of this Grant Condition.

2. FAA and the Commission's right to terminate unilaterally that is described in subparagraph (A) or (B) of this Grant Condition:

A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 USC §7104(g)], and

B. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. Sponsor must include the requirements of subparagraph (A) of this Grant Condition in any subgrant made to a private entity.

(F) DEFINITIONS: For purposes of this Grant Condition:

1. "Employee" means either:

A. An individual employed by Sponsor or a subrecipient who is engaged in the performance of the project or program under this Grant; or

B. Another person engaged in the performance of the project or program under this Grant and not compensated by Sponsor including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

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

B. Includes:

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

II. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC §7102).

(38) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(39) SAM REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for SAM: Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(40) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(41) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body, described in subparagraph (B) of this paragraph of this Agreement, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) PERSONS AND BODIES COVERED: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight or management at the relevant agency;
5. A court or grand jury;
6. A management official of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) SUBMISSION OF COMPLAINT: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (A) of this paragraph of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) TIME LIMITATION FOR SUBMITTAL OF A COMPLAINT: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) REQUIRED ACTIONS OF THE INSPECTOR GENERAL: Actions,

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

(F) ASSUMPTION OF RIGHTS TO CIVIL REMEDY: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(42) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(43) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(44) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(45) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by

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

(46) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(47) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) EXISTING FEE TITLE INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) EXISTING EASEMENT INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) INTEREST IN THE RUNWAY PROTECTION ZONE: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(48) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(49) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric

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

(50) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

(C) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

(D) The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

(E) If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(51) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(52) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep

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

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(53) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(54) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(55) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(56) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of

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

(57) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(59) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(60) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(61) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction or Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the

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

(62) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(63) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(64) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(65) PROHIBITED TELECOMMUNICATIONS: The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

(66) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract.

(67) BUILD AMERICA, BUY AMERICA: The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(68) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the Commission or the FAA, as described by 49 § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

(B) LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

(C) INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees:

1. Prior to commissioning, to assure the equipment meets the FAA's standards; and
2. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(D) MASTER PLAN COORDINATION: The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State and Sponsor agree to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

(E) AIRPORT LAYOUT PLAN COORDINATION: The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(F) PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive

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

1. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

- A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- (IX) Location of all runways, taxiways, and aprons;

- I. Dimensions;

- II. Type of pavement; and

- III. Year of construction or most recent major reconstruction, rehabilitation, or repair.

- B. Inspection Schedule.

- I. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- II. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- C. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- (IX) Inspection date;
- (II) Location;
- (III) Distress types; and
- (IV) Maintenance scheduled or performed.

D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

(G) PROJECT CONTAINING PAVING WORK IN EXCESS OF \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.

3. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

(H) MAINTENANCE PROJECT LIFE: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that Airport Improvement Program (AIP), AIG, or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

(I) PROTECTION OF RUNWAY PROTECTION ZONE - AIRPORT PROPERTY: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes, or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission.

(J) PROTECTION OF RUNWAY PROTECTION ZONE – EASEMENT: The Sponsor, under the easement, agree to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(K) PLANS AND SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The Sponsor agrees that the Commission's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the Commission. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to published FAA airport development grant standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under this Grant.

(L) BUY AMERICAN EXECUTIVE ORDERS: The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(M) Mothers' Rooms: As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 USC § 47107(w).

(N) Usable Unit of Development: The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.

(O) Duffy Plaintiff Special Term: Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe

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

*The challenged immigration enforcement condition:

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

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ROLLA

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Commission Counsel

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF ROLLA

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

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

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

DATE: October 20, 2025

Commentary:

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

This ordinance is needed for several key reasons:

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

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

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

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

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

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

In summary, Section 36-106 is designed to prevent avoidable injuries, reduce the likelihood of vehicle collisions, and protect both pedestrians and motorists by regulating the use of arterial roadways, intersections, and medians with a specific focus on commercial zones and the central city district where the risks are greatest. The ordinance represents a proactive step by the City of Rolla to prioritize community safety, reduce distractions, and promote the safe and efficient movement of traffic throughout the city.

Recommendation:

Final Reading of an Ordinance regarding the rights and duties of pedestrians and motorists in roadways and intersections.

ORDINANCE NO. _____

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

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

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

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

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

A. Purpose. City Council finds and declares that the purpose of this section is to:

1. Protect pedestrians and motorists from traffic hazards and potential injuries that they may be exposed to when pedestrians engage in any activity on those portions of public streets that are open, improved, and in actual use for vehicular travel, and on medians within public streets located within the city limits of Rolla, Missouri.
2. Provide for the safe and expeditious flow of traffic and intersections located within the city limits of Rolla, Missouri.
3. Protect pedestrians and motorists from traffic hazards and potential injury that may result from distractions created by persons engaging in activities on public streets or medians located within the city limits of Rolla, Missouri; and
4. The City Council finds that persons sitting or standing beside the roadways at the locations covered by this ordinance, or within the paved area of those roadways, or within the medians of those roadways, creates a risk to drivers and pedestrians and tends to interfere with traffic moving through that intersection.

B. **Definitions.** The following words, terms, and phrases, when used in this section shall have the following meanings, except where the context clearly indicates a different meaning:

1. **Intersection** means any intersection of at least one roadway; and/or a median of at least one roadway. An "intersection" shall include the intersection and the intersecting roadways for a distance of 100 feet from the intersection.
2. **Arterial roadway**, for the purposes of this Chapter, means any public roadway located in a commercially zoned district or the Central City District.

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

C. Prohibitions.

1. Method of Crossing.

- a. No person shall cross an arterial roadway at any place except at an intersection and in a crosswalk.
- b. If there is a pedestrian-control signal, the person shall obey such a pedestrian control signal when crossing.
- c. If there is no pedestrian control signal, but there is a traffic signal, the person shall obey the traffic signal when crossing.
- d. Where there is no traffic signal, the person shall stop and look both ways before crossing and shall only cross after vehicles have stopped to allow crossing. If an intersection has no traffic signal, vehicles shall stop to allow pedestrians to cross.
- e. In all cases, a pedestrian shall cross at a 90 degree angle to the road being crossed.

2. Linger in a median prohibited. No person shall be located upon a median in an arterial intersection unless in the process of legally crossing a roadway. Failure of a person to leave the median after two consecutive opportunities to cross the roadway in a lawful manner is prima facie evidence of a violation of this subsection, unless such person's mobility is restricted to a degree which makes such person unable to safely cross the roadway during two consecutive opportunities.
3. Except in the event of a vehicular or medical emergency, it shall be unlawful for an occupant of a vehicle to exit a vehicle while located within an arterial intersection.
4. No pedestrian shall be upon an arterial roadway except to lawfully cross or while entering or exiting a vehicle.

D. **Exceptions.** This section shall not apply to:

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

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: Vacation of a utility easement at 4020 Hypoint North

(VAC25-07)

MEETING DATE: October 20, 2025

Application and Notice:

Applicant - Dan Brewer of Terla, Inc (Brewer Science)
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

The subject easement was created by the Brewer Subdivision No. 1 plat. Easements are commonly requested along the perimeter of plats and large lots for any future utility needs. Brewer Science purchased an adjacent property in 2003. The easement now divides the parcel owned by Brewer Science.

The applicant is currently constructing a memorial garden with landscaping and trails. A gazebo is also proposed. The proposed location for the gazebo is within the subject easement.

Property Details:

Land area - Approximately 21,700 sq. ft. to be vacated.

Public Facilities/Improvements:

Utilities - No utilities are located in the easement to be vacated.

Discussion:

The easement is not needed for any existing or known future utility needs. Staff recommends the easement be vacated. A replacement easement could be retained along the north boundary of the additional property, however, the applicant prefers to not grant the easement, as portions of the memorial garden would be within the easement.

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

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE VACATION OF AN EASEMENT LOCATED AT
4020 HYPOINT NORTH**

(VAC25-07)

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

SECTION 1: The location of the easement to be vacated is shown on the attached exhibit.

SECTION 2: The said area to be vacated is more particularly described as follows:

A fractional part of Lot 1 of BREWER SUBDIVISION NO. 1, Rolla, Missouri more particularly described as follows:

Commencing at the Northeast Corner of Lot 1 of said BREWER SUBDIVISION NO. 1; thence North 88°50'20" West, 20.00 feet along the North line of said Lot 1 to the true point of beginning of the hereinafter described easement: Thence continuing North 88°50'20" West, 1091.58 feet along said North line; thence South 27°16'00" East, 22.74 feet; thence south 88°50'20" East, 1081.09 feet; thence North 0°12'20" East, 20.00 feet to the true point of beginning. Description derived from plat of record of BREWER SUBDIVISION NO. 1, recorded in Phelps County Deed Records on December 12, 2002 at Cabinet D, Slide Number 103.

SECTION 3: That this Ordinance shall be in full force and effect after the its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 3rd DAY OF NOVEMBER, 2025.**

APPROVED:

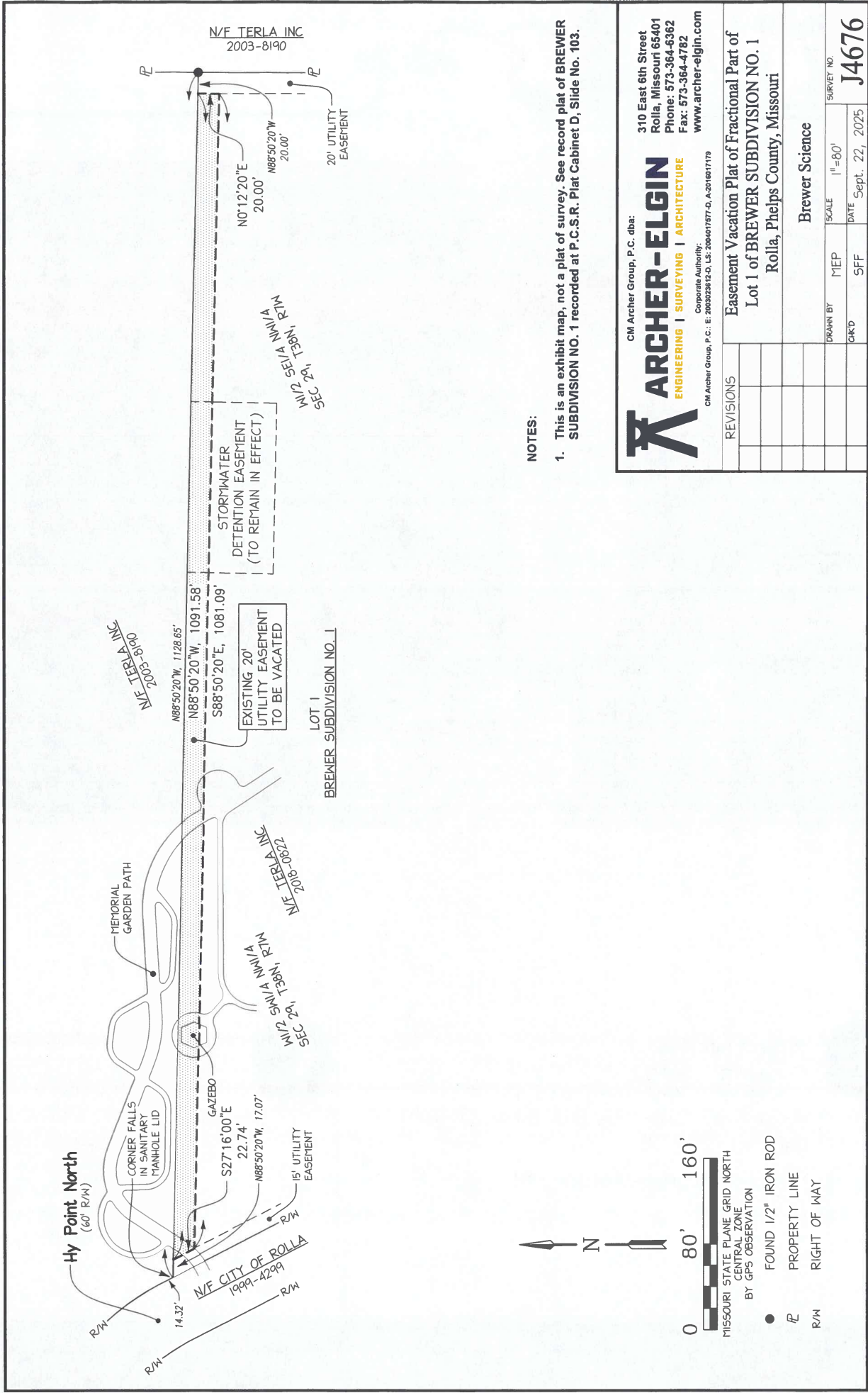
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



NOTES:

1. This is an exhibit map, not a plat of survey. See record plat of BREWER SUBDIVISION NO. 1 recorded at P.C.S.R. Plat Cabinet D, Slide No. 103.

ARCHER-ELGIN
ENGINEERING | SURVEYING | ARCHITECTURE

CM Archer Group, P.C. dba:
310 East 6th Street
Rolla, Missouri 65401
Phone: 573-364-6362
Fax: 573-364-4782
www.archer-elgin.com

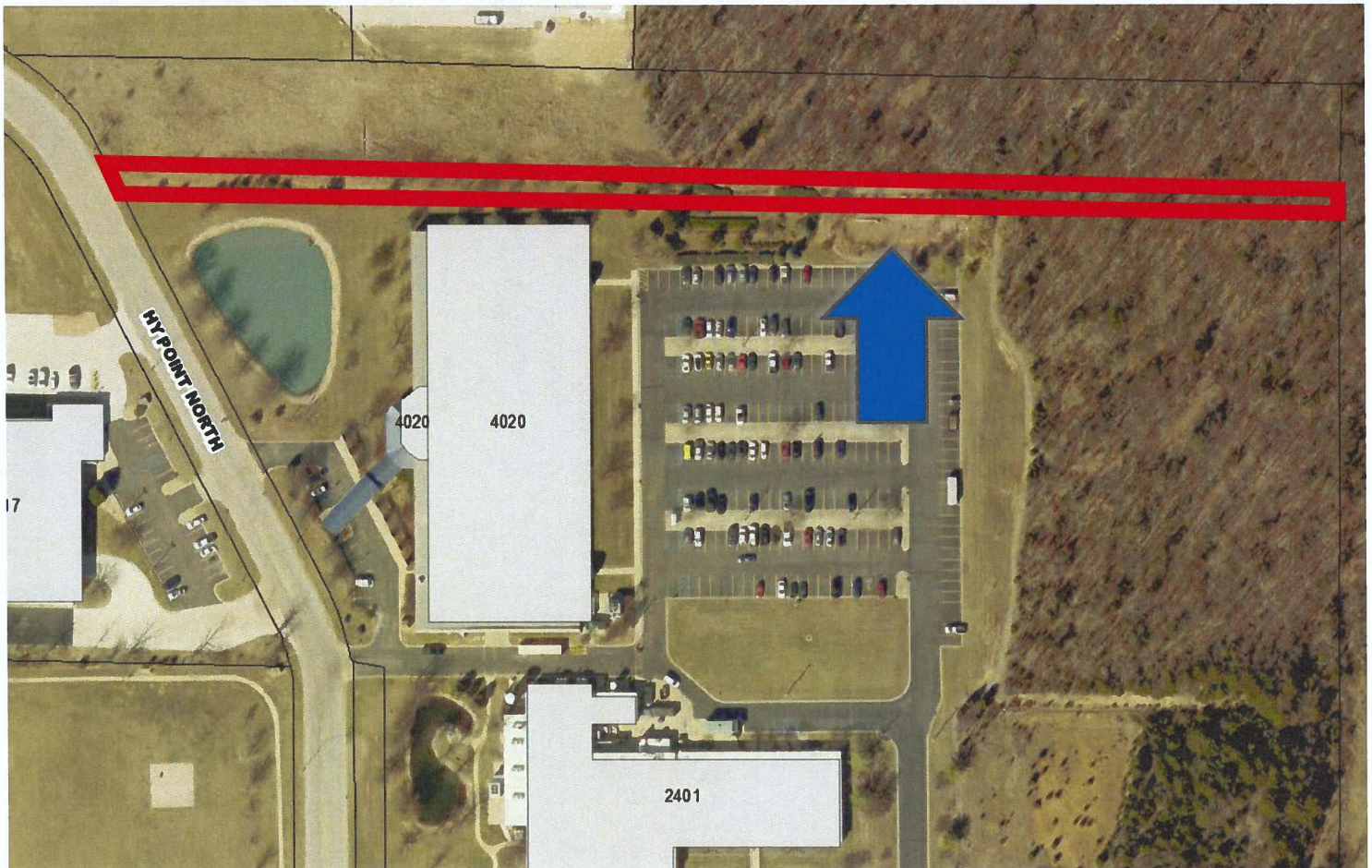
Corporate Authority:
CM Archer Group, P.C.: E: 20030228120, LS: 200401577-D, A-201601173

Easement Vacation Plat of Fractional Part of Lot 1 of BREWER SUBDIVISION NO. 1
Rolla, Phelps County, Missouri

Brewer Science

DRAWN BY: MEP
CHK'D: SFF
SCALE: 1"=80'
DATE: Sept. 22, 2025

SURVEY NO: **J4676**

**Project Information:**

Case No: VAC25-07
Location: 4020 Hypoint North
Applicant: Terla, Inc. (Brewer Science)
Request:
Vacation of unused easement

**For More Information Contact:**

Tom Coots, City Planner
tcoots@rollacity.org

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

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Audubon Ridge Development Agreement

DATE: 10/20/2025

COMMENTARY:

Attached is an Ordinance authorizing the Mayor to execute a voluntary Development Agreement with Woods Mill Development LLC. A portion of the proposed development is outside City Limits and is concurrently being brought before Council for annexation. This agreement & annexation includes Phase 1 of the overall development. The main entrance to this development will be accessed from Vichy Road.

The agreement provides for RMU to provide electrical and water service, and solid waste service will be provided by the City of Rolla. Existing roadways will require improvement by the developer prior to being accepted for maintenance by the City. Additionally, a threshold of 100 housing units is established for connecting public streets within the development to White Columns Drive for additional access.

The development is subject to the City's Parks Dedication requirements. An 8 foot public trail connecting the development to Audubon Park is proposed, which would reduce the parks fee for the development.

Recommendation: The first reading of an ordinance authorizing the Mayor to enter into a Development Agreement with the Woods Mill Development LLC.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A VOLUNTARY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND WOODS MILL DEVELOPMENT 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, a voluntary Development Agreement between the City of Rolla, Missouri and Woods Mill Development LLC with regard to the development proposed to occur on the Property as shown on Exhibit "A" and fully described within the agreement, a copy of said agreement being attached hereto and marked Exhibit "B".

Section 2: The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this ordinance and to make ministerial alterations, change or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 3rd DAY OF NOVEMBER 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

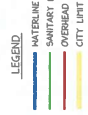
APPROVED AS TO FORM:

CITY COUNSELOR

IV.B.2

DEVELOPMENT EXHIBIT DATA AND NOTES:

- PROJECT LOCATION:** The proposed project is located in the South End of St. Louis, Missouri, bounded by the Mississippi River to the west, I-270 to the north, I-44 to the east, and the former site of the St. Louis Gateway Arch to the south. The project is located within the current local city limits, and the majority is within the City of St. Louis. The project is located within the yellow line (planned) portion of the map. The developer intends to seek approval from the City of St. Louis during the approval process of the final plan. The portions of the proposed development which would require annexation are shaded in gray.
- LOT SIZE:** There are 44 lots prepared for this development. A noted above, these lots will be a combination of newly created lots and subdivided lands and be reconfigured existing lots from prior record.
- ZONING INFORMATION:** The portions of the project map located within the City of St. Louis are currently zoned R-3, Multi-Family Residential District. Following are the setback requirements for R-3 Districts:
- Front yard: 25 feet
 - Side yard: 10 feet
 - Rear yard: 10 feet
 - Side yard: 10 feet when adjacent to any other district
 - Rear yard: 15 feet when adjacent to any other district
 - Side yard: 15 feet when adjacent to any other district
 - Rear yard: 15 feet when adjacent to any other district
- STREET INFORMATION:** Audubon Trail represents a reconstruction and expansion of former Woodcrest Circle. The former right of way for Woodcrest Circle is shown in gray. The proposed project is shown in yellow. Cardinal Street and Red Tail Road represent new rights of way. Cardinal Street and Red Tail Road include a parking lot of 68 stalls each. The proposed project is shown in yellow. The proposed project is shown in yellow.



CM Archer Group, P.C., dba:

ARCHER-ELGIN

ENGINEERING | SURVIVING | ARCHITECTURE

CM Archer Group, P.C. is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

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

REVISIONS	Development Exhibit
	AUDUBON RIDGE
	Rolla, Phelps County, Missouri
	Woods Mill Development, LLC
	300 S. 2nd St.; St. Charles, MO 63301

		SCALE BY	MEP	SCALE	DATE	SHEET NO.
					Aug. 4, 2025	J2347

EXHIBIT "B"

DEVELOPMENT AGREEMENT

Date of Document: _____

Grantor: Woods Mill Development L.L.C.

Grantee: City of Rolla

Mailing Address: 1703 North Bishop, Rolla, MO 65401

Legal Description: Page 2

Reference Book and Page(s): _____

EXHIBIT "B"

DEVELOPMENT AGREEMENT For Audubon Ridge

THIS DEVELOPMENT AGREEMENT is entered into this _____ of _____, 2025, by Woods Mill Development LLC (hereinafter "Developer") with the City of Rolla, Missouri, a municipal corporation (hereinafter "City").

WHEREAS, Woods Mill Development LLC has proposed a residential on property owned by Woods Mill Development LLC located on Woodcrest Drive (to be renamed to Audubon Drive) and partially outside the City of Rolla, Missouri (hereinafter the "Property"); and

WHEREAS, Woods Mill Development LLC plans to annex the property for said development as a subdivision, zoned R-3 Multi-family; and

WHEREAS, Woods Mill Development LLC has submitted a preliminary layout for the entire property to be developed (attached hereto as Exhibit A); and

WHEREAS, in order to ensure safe and adequate access in the future to the property and the area, and to mitigate the impact on the public road system as development occurs on the property, the parties agree that approval of annexation and zoning of the property should be subject to the terms of this agreement between Woods Mill Development LLC and the City; and

WHEREAS, by voluntarily entering into this agreement, Woods Mill Development LLC and the City, in accordance with the preliminary layout described above, intend to further define their duties and responsibilities to ensure that their respective actions are coordinated in order to meet the shared objectives and minimize uncertainties and delays in the development process; and

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof:

All of LOUGHRIDGE'S WOODCREST, Rolla, Missouri, and, a fractional part of WOODCREST SUBDIVISION, Phelps County, Missouri, and, a fractional part of the South Half of Section 35, Township 38 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 35; thence North 88°12'30" East, 67.79 feet along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2015-4938; thence South 9°12'30" West, 137.62 feet, and, South 47°24'10" West, 239.02 feet, and, South 18°02'40" West, 152.66, and, South 5°11'20" West, 225.83 feet, all along the westerly line of said Document No. 2015-4938 parcel to the North line of the aforesaid LOUGHRIDGE'S WOODCREST; thence North

EXHIBIT "B"

88°31'20" East, 99.93 feet along said North line to the northeast corner of said LOUGHRIDGE'S WOODCREST; thence South 0°16'30" West, 659.74 feet along the East line of said LOUGHRIDGE'S WOODCREST to the Township Line; thence South 88°27'50" West, 546.94 feet, and, South 88°29'00" West, 757.19 feet, all along said Township Line; thence North 1°28'40" West, 137.82 feet; thence South 88°31'30" West, 509.77 feet; thence southwesterly, 38.95 feet along the arc of a curve, concave southeasterly with a radius of 25.00 feet, the chord of which is South 43°53'20" West, 35.13 feet; thence South 0°44'40" East, 112.72 feet to the aforesaid Township Line; thence South 86°40'10" West, 29.95 feet, and, South 88°32'30" West, 30.13 feet, all along said Township Line; thence North 0°44'40" West, 113.04 feet; thence northwesterly, 39.59 feet along the arc of a curve, concave southwesterly with a radius of 25.00 feet, the chord of which is North 46°06'40" West, 35.58 feet; thence South 88°31'30" West, 9.76 feet; thence North 1°25'30" West, 60.00 feet; thence North 88°31'30" East, 679.03 feet; thence northeasterly, 31.42 feet along the arc of a curve, concave northwesterly with a radius of 20.00 feet, the chord of which is North 43°31'30" East, 28.28 feet; thence North 1°28'40" West, 224.55 feet; thence northwesterly, 31.42 feet along the arc of a curve, concave southwesterly with a radius of 20.00 feet, the chord of which is North 46°28'40" West, 28.28 feet; thence North 1°28'40" West, 60.00 feet; thence North 88°31'30" East, 90.00 feet; thence North 1°28'40" West, 138.54 feet; thence North 88°32'30" East, 674.00 feet; thence North 1°28'40" West, 77.20 feet; thence North 36°56'40" East, 257.94 feet; thence North 0°18'30" West, 219.58 feet; thence North 45°01'00" East, 236.70 feet to the North line of the Southeast Quarter of the Southwest Quarter of the aforesaid Section 35; thence North 88°51'20" East, 289.43 feet along said North line to the point of beginning. Above described tract contains 25.85 acres, more or less, per plat of survey J-2347P, dated September 2, 2025, by CM Archer Group, P.C.

2. The parties agree that the Developer will follow all City of Rolla rules and regulations unless explicitly provided for in this agreement.
3. Electrical Distribution. The City, through the Rolla Municipal Utilities, shall provide the development with electric distribution. The Developer shall be responsible for adequate site grading prior to installation of the underground electric distribution system improvements. The Developer shall provide adequate space for electric distribution system equipment including, but no limited to, padmounted switch(es), padmounted junction cabinet(s), padmounted transformers, and secondary pedestals. Rolla Municipal Utilities shall install roadway lighting for streets in City rights-of-way in accordance with the standards of Rolla Municipal Utilities at the time of development.
4. Water Service. The City through the Rolla Municipal Utilities shall exercise its option with Public Water District Number 2 of Phelps County as outlined in the Stipulation and Consent Judgment in Case No. 4:97CV01854ERW in the United States District Court for the Eastern District of Missouri Eastern Division and provide the development with water service. The developer shall be responsible for

EXHIBIT "B"

the design and installation of water service in accordance with City standards. Any existing wells on the property must be closed in accordance with local and state requirements before water service will be provided to any location on the Property.

5. Solid Waste Service. The City of Rolla will provide this service for our standard fee with a roll out trash cart for each individual dwelling unit.
6. Public Improvements.
 - A. The parties agree that the public improvements for the development shall be made in accordance with all applicable city ordinance requirements and subject to the City's inspection and approval. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from other state or applicable jurisdictions
 - B. A public street connection to White Columns Drive must be provided within 6 months after the first 100 housing units are developed. Any required traffic impact studies will be completed by city staff.
 - C. Existing roadways must be brought up to City standards before they will be accepted for maintenance in accordance with the pavement condition report. A copy of said report is being attached hereto and marked Exhibit B. Rollover Curb will be approved for this development in accordance with the city standard 200.
 - D. Water distribution system improvements: A looped water system must be provided within 6 months after the first 100 housing units are developed.
 - a. Water Distribution System Extensions to the Property that are subject to the responsibility of Rolla Municipal Utilities (Indicated in Exhibit A).
 - i. Vichy Road to the Property: The anticipated location of a new main to the Property from Vichy Road is within right-of-way to be established in the location of what is currently referred to as Woodcrest Drive (with intent to be renamed to Audobon Drive) to the Property (a distance of approximately 675 feet). Property owner(s) adjacent to these water distribution system improvements will be subject to the costs associated with installation of this portion of the water system improvements as per the water frontage fees in accordance with standard practices of Rolla Municipal Utilities before water service is provided to the subjected adjacent property(s). White Columns Drive to the Property: Rolla Municipal Utilities will be responsible for the installation of water distribution system improvements along White Columns Drive to the Property. Property owner(s) adjacent to these water distribution system improvements will

EXHIBIT "B"

be subject to the costs associated with installation of this portion of the water system improvements as per the water frontage fees in accordance with standard practices of Rolla Municipal Utilities.

- ii. White Columns Drive to Cardinal Street: While normally Rolla Municipal Utilities is responsible only for extending the water main to a developing property in this case Rolla Municipal Utilities is open to installation of water system improvements within the property from the current end of White Columns Drive along Trail Side Drive to Cardinal Drive. Property owner(s) adjacent to these water distribution system improvements will be subject to the costs associated with installation of this portion of the water system improvements as per the water frontage fees in accordance with standard practices of Rolla Municipal Utilities before water service is provided to the subjected adjacent property(s) if these improvements are constructed by Rolla Municipal Utilities. The timing of installation of these improvements is subject to coordination with the Developer since adequate site work must first be completed by the Developer before water distribution system improvements are constructed so that RMU does not have to perform unnecessary site work in advance of construction or after construction is completed. The Developer must also provide right-of-way where the improvements can be constructed prior to construction commencing. If it is determined at a later date that these improvements that were installed in coordination with the developer (ie: depth, alignment, location of hydrants, etc) must be relocated for the benefit of the Developer then Developer, or future property owner, will be responsible for all costs for such changes shall change(s).
 - b. Water distribution system improvements within the Property not otherwise described above are to be constructed by the Developer in accordance with standards of Rolla Municipal Utilities in place at the time of development. The Developer shall be responsible for acquisition of approval of plans and specifications for a waterline extension from the Missouri Department of Natural Resources.
- E. The developer may install public sidewalk connections (8 feet wide minimum) from Trail Side Drive to Audubon Park. If the developer elects to install the sidewalk connections the parks fee-in-lieu payment shall be reduced at a rate of \$6.00 per square foot of sidewalk installed. All other park fees shall be in accordance with Chapter 42-515 of the Rolla City Code.
- F. The City will make all reasonable efforts to assist the developer with the renaming of Woodcrest Drive to Audubon Drive.

EXHIBIT "B"

7. Easements. All necessary easements will be dedicated to the city by a future subdivision plat.
8. Property Owner's Association Streets. All common open space and improvements shall be protected by legal arrangements that are satisfactory to the City and sufficient to assure their maintenance and preservation for the purposes intended. Covenants or other legal arrangements shall specify ownership of the common open space and common improvements, method of maintenance, responsibility for maintenance, maintenance taxes and insurance; compulsory membership and compulsory assessment provisions; guarantees that any association formed to own and maintain common open space and common improvements will not be dissolved without the consent of the City, and other specifications deemed necessary by the City and consistent with Chapter 42-218 through 42-218.3 of the Rolla City Code.
9. Planning and Zoning. The parties agree that the developer will annex the property into the City consistent with current annexations laws regarding voluntary annexations and will file a petition for such within 90 days of this agreement. The City will support zoning as a Multi-Family (R-3) zoning classification. The developer further agrees that no more than 44 residential lots will be developed in Phase 1.
10. Applicable Standards and Approvals. All of the improvements outlined herein shall be made in accordance with all applicable city ordinance requirements, with the exception of those outlined in this agreement. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from other state or applicable jurisdictions.
11. Recording of Agreement. City agrees to record this agreement with the Phelps County Recorder's Office and agrees to pay the costs of said recording. The Covenant herein shall run with the land as described above and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.
12. Complete Agreement. This agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.
13. Severability. Any provision of this agreement which is not enforceable according to law will be served herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
14. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this agreement. This agreement shall not be

EXHIBIT "B"

valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Rolla, Missouri.

15. Binding on Future Parties. The terms of this agreement shall be binding on the parties as well as their respective successors in interest.
16. Termination. Either party at its option may terminate this agreement in writing, if the entire property has not been annexed by the city within 180 days from the date of execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

APPROVED:

Mayor

ATTEST:

City Clerk

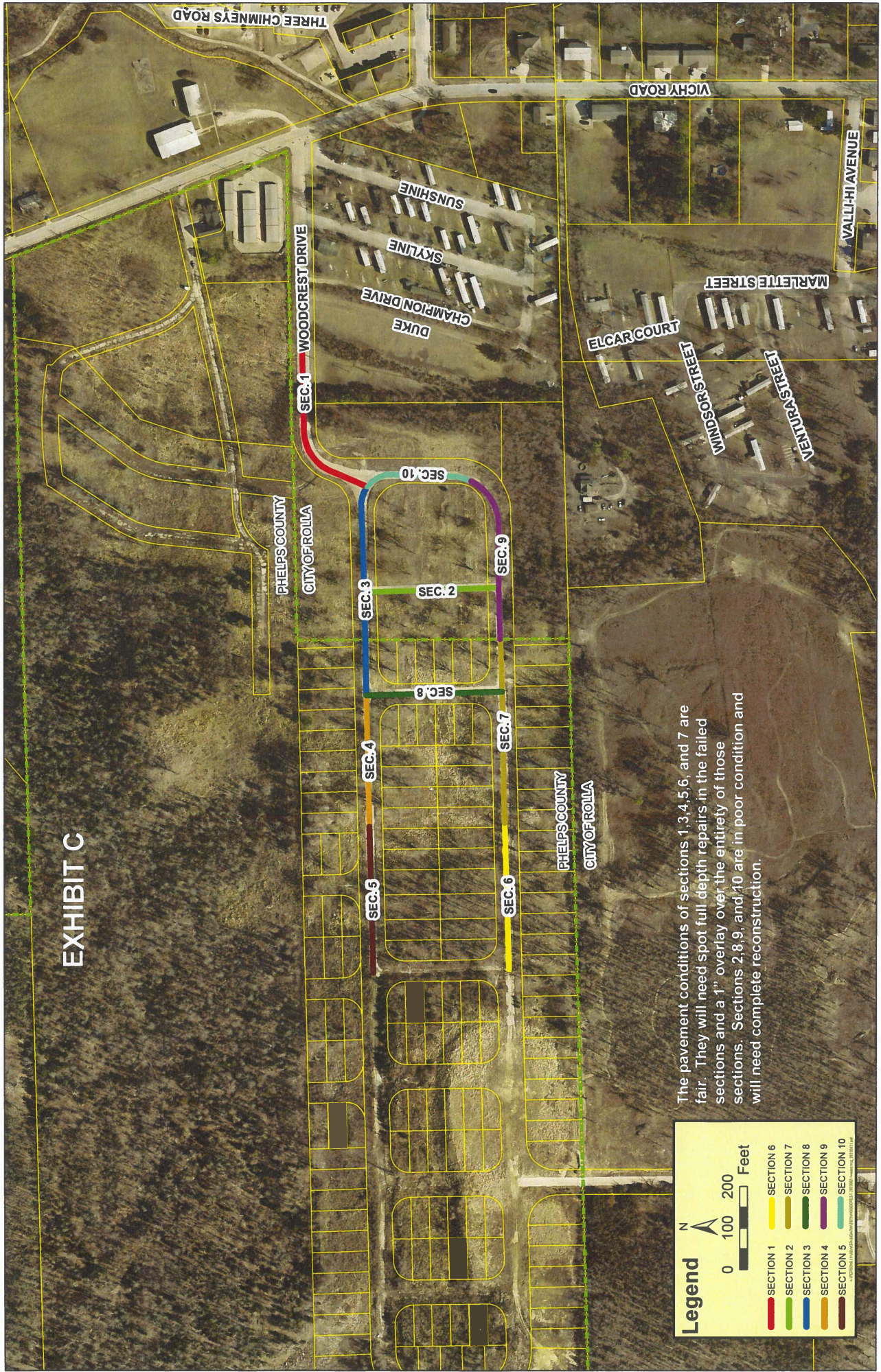
APPROVED AS TO FORM:

City Counselor

Woods Mill Development LLC

Managing Member

EXHIBIT C



The pavement conditions of sections 1, 3, 4, 5, 6, and 7 are fair. They will need spot full depth repairs in the failed sections and a 1" overlay over the entirety of those sections. Sections 2, 8, 9, and 10 are in poor condition and will need complete reconstruction.

Legend

0 100 200 Feet

SECTION 1 SECTION 2 SECTION 3 SECTION 4 SECTION 5 SECTION 6 SECTION 7 SECTION 8 SECTION 9 SECTION 10

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Roger Pankey

ACTION: Ordinance-First Reading

ITEM/SUBJECT: Rate/Fee Increase Proposal

BUDGET IMPACT: \$260,000 (Rev Increase)

DATE: October 20, 2025

COMMENTARY:

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

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

The FY2025-26 budget proposes the following adjustments:

- A \$1.75/month increase from \$17.75 to \$19.25 for residential 90-gallon containers
- A \$1.25/month increase from \$14.75 to \$16.25 for 35-gallon containers
- A 10% increase for commercial dumpsters and special pickups

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

ITEM _____

Residential Rates

	<u>Current:</u>	<u>Proposed:</u>
90-gallon:	\$17.75/month	\$19.25/month
35-gallon:	\$14.75/month	\$16.25/month
Bags for extras:	\$1.00 each	No change
Bulk waste stickers:	\$5.00 each	No change
Special Pickups	\$30.00/minimum	\$35.00/minimum

Commercial Rates

	<u>Current (monthly):</u>	<u>Proposed (monthly):</u>
90-gallon cart:	1/week - \$17.75	\$19.25
1 cubic-yard:	1/week - \$50.00	\$55.00
	2/week - \$100.00	\$110.00
	3/week - \$150.00	\$165.00
	4/week - \$200.00	\$220.00
	5/week - \$250.00	\$275.00
	Extra - \$28.00	\$30.00/empty
2 cubic-yard:	1/week - \$78.00	\$86.00
	2/week - \$157.00	\$173.00
	3/week - \$235.00	\$258.50
	4/week - \$314.00	\$345.00
	5/week - \$392.00	\$431.00
	Extra - \$35.00	\$38.00/empty
4 cubic-yard:	1/week - \$132.00	\$145.00
	2/week - \$264.00	\$290.00
	3/week - \$396.00	\$435.50
	4/week - \$529.00	\$582.00
	5/week - \$661.00	\$727.00
	Extra - \$47.00	\$52.00/empty
6 cubic-yard:	1/week - \$188.00	\$207.00
	2/week - \$375.00	\$412.50
	3/week - \$563.00	\$619.00
	4/week - \$750.00	\$825.00
	5/week - \$938.00	\$1,032.00

	Extra - \$58.50	\$64.00/empty
Container swap fee:	\$35.00	\$38.00 (each time)

Construction/Demolition Dumpsters

	<u>Current:</u>	<u>Proposed:</u>
Daily Rental:	\$6.00/day (Mon.-Fri.)	\$7.00/day (Mon.-Fri.)
Relocation Fee:	\$59.00	\$65.00
Transport Fee:	\$3.00/mile	\$3.50/mile
(This fee is charged when waste is required to be direct hauled to the landfill.)		

Roll-off Boxes:

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

Rear-load Dumpsters:

4 cubic-yard:	\$94.00/empty	\$103.00/empty
6 cubic-yard:	\$125.00/empty	\$138.00/empty

Compactors:

Pull Charge:	\$135.00 (single handling)	\$148.50/empty
	\$153.00 (double handling)	\$168.00/empty

ITEM _____

Residential Rates

	<u>Current:</u>	<u>Proposed:</u>
90-gallon:	\$17.75/month	\$19.25/month
35-gallon:	\$14.75/month	\$16.25/month
Bags for extras:	\$1.00 each	No change
Bulk waste stickers:	\$5.00 each	No change
Special Pickups	\$30.00/minimum	\$35.00/minimum

Commercial Rates

	<u>Current (monthly):</u>	<u>Proposed (monthly):</u>
90-gallon cart:	1/week - \$17.75	\$19.25
1 cubic-yard:	1/week - \$50.00	\$55.00
	2/week - \$100.00	\$110.00
	3/week - \$150.00	\$165.00
	4/week - \$200.00	\$220.00
	5/week - \$250.00	\$275.00
	Extra - \$28.00	\$30.00/empty
2 cubic-yard:	1/week - \$78.00	\$86.00
	2/week - \$157.00	\$173.00
	3/week - \$235.00	\$258.50
	4/week - \$314.00	\$345.00
	5/week - \$392.00	\$431.00
	Extra - \$35.00	\$38.00/empty
4 cubic-yard:	1/week - \$132.00	\$145.00
	2/week - \$264.00	\$290.00
	3/week - \$396.00	\$435.50
	4/week - \$529.00	\$582.00
	5/week - \$661.00	\$727.00
	Extra - \$47.00	\$52.00/empty
6 cubic-yard:	1/week - \$188.00	\$207.00

	2/week - \$375.00	\$412.50
	3/week - \$563.00	\$619.00
	4/week - \$750.00	\$825.00
	5/week - \$938.00	\$1,032.00
	Extra - \$58.50	\$64.00/empty
Container swap fee:	\$35.00	\$38.00 (each time)

Construction/Demolition Dumpsters

	<u>Current:</u>	<u>Proposed:</u>
Daily Rental:	\$6.00/day (Mon.-Fri.)	\$7.00/day (Mon.-Fri.)
Relocation Fee:	\$59.00	\$65.00
Transport Fee:	\$3.00/mile	\$3.50/mile
(This fee is charged when waste is required to be direct hauled to the landfill.)		

Roll-off Boxes:

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

Rear-load Dumpsters:

4 cubic-yard:	\$94.00/empty	\$103.00/empty
6 cubic-yard:	\$125.00/empty	\$138.00/empty

Compactors:

Pull Charge:	\$135.00 (single handling)	\$148.50/empty
	\$153.00 (double handling)	\$168.00/empty

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 18-14 (a), 18-16 (a), 18-23 AND SECTION 18-25 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS IN LIEU THEREOF PERTAINING TO RESIDENTIAL, SPECIAL, AND COMMERCIAL REFUSE DISPOSAL AND COLLECTION.

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

Section 1: That Section 18-14 (a) of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec 18-14 (a). Residential collections; special collections

- (a) The City shall provide residential customers with special collections as requested, for which the City shall be entitled to assess a reasonable charge as determined by the Director. Special collection fees are as follows: tires - ~~\$5.00~~ \$6.00 each (with a ~~\$10.00~~ \$12.00 minimum charge); limbs and brush – minimum charge ~~\$20.00~~ \$25.00 for the first 15 minutes of loading time plus ~~\$1.00~~ \$2.00 per minute charge thereafter; major appliances - \$20.00 each; household waste and items too large to discard in the refuse container - ~~\$30.00~~ \$35.00 for each cubic yard; special collection fees shall be paid in advance of the collection service being requested. Paper shredding - ~~\$25.00~~ \$30.00 per man hour charged on a quarter-hour basis with a \$10.00 minimum charge. Paper to be shredded shall be delivered to the shredding facility. (Ord. 4170, §1)

Section 2: That Section 18-16 (a), of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-16. Service charge rates for residential refuse collection.

- (a) Each residential refuse customer shall pay to the City a service charge of ~~\$14.75~~ \$16.25 per month for the weekly collection of the contents of each 35-gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables. Each residential refuse customer shall pay to the City a service charge of ~~\$17.75~~ \$19.25 per month for the weekly collection of the contents of each 90-gallon container, and all acceptable yard wastes in biodegradable bags (in season);

Section 3: That Section 18-23 of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-23. Number of commercial collections; special collections.

- (a) The City shall provide commercial customers with special collections as requested, for

which the City shall be entitled to assess a reasonable charge as determined by the Director. Special collection fees are as follows: tires - ~~\$5.00~~ \$6.00 each (with a ~~\$10.00~~ \$12.00 minimum charge); limbs and brush – minimum charge ~~\$20.00~~ \$25.00 for the first 15 minutes of loading time plus a ~~\$1.00~~ \$2.00 per minute charge thereafter; major appliances - \$20.00 each; special household waste, including transfer station fees and involving items too large to discard in a refuse container - ~~\$30.00~~ \$35.00 for each cubic yard; paper shredding - ~~\$25.00~~ \$30.00 per hour charged on a quarter-hour basis with a \$10.00 minimum charge, paper to be delivered to the shredding facility, (paper will not be picked up for shredding). (Ord. 4170, §3; Ord. 4295, §1)

Section 4: That Section 18-25 of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-25. Service charge rates for commercial refuse collection.

Each commercial refuse customer shall pay to the city a service charge for collection as follows:

(a) Each commercial refuse customer shall subscribe to one of the following service levels and pay monthly to the City the following service charge(s) for the corresponding container and frequency of service:

One (1) cubic yard container

1 service per week	\$ 50.00 <u>\$55.00</u> /month
2 services per week	\$ 100.00 <u>\$110.00</u> /month
3 services per week	\$150.00 <u>\$165.00</u> /month
4 services per week	\$200.00 <u>\$220.00</u> /month
5 services per week	\$250.00 <u>\$275.00</u> /month

There will be a ~~\$28.00~~ \$30.00 charge for any additional service request.

Two (2) cubic yard container

1 service per week	\$ 78.00 <u>\$86.00</u> /month
2 services per week	\$157.00 <u>\$173.00</u> /month
3 services per week	\$235.00 <u>\$258.50</u> /month
4 services per week	\$314.00 <u>\$345.00</u> /month
5 services per week	\$392.00 <u>\$431.00</u> /month

There will be a ~~\$35.00~~ \$38.00 charge for any additional service request.

Four (4) cubic yard container

1 service per week	\$132.00 <u>\$145.00</u> /month
--------------------	--

2 services per week	\$264.00 <u>\$290.00</u> /month
3 services per week	\$396.00 <u>\$435.50</u> /month
4 services per week	\$529.00 <u>\$582.00</u> /month
5 services per week	\$661.00 <u>\$727.00</u> /month

There will be a ~~\$47.00~~ \$52.00 charge for any additional service request.

Six (6) cubic yard container

1 service per week	\$188.00 <u>\$207.00</u> /month
2 services per week	\$375.00 <u>\$412.50</u> /month
3 services per week	\$563.00 <u>\$619.00</u> /month
4 services per week	\$750.00 <u>\$825.00</u> /month
5 services per week	\$938.00 <u>\$1032.00</u> /month

There will be a ~~\$58.50~~ \$64.00 charge for any additional service request.

The initial container requested will be delivered at no extra charge. However, there will be a ~~\$35.00~~ \$38.00 fee for changing container sizes after the initial delivery.

(b) Each commercial refuse customer shall pay to the City a service charge of ~~\$17.75~~ \$19.25 per month for collection of one (1) 90-gallon roll-out container once per week.

(c) Customers utilizing the City's construction/demolition container service shall pay to the City a rental charge of ~~\$6.00~~ \$7.00 per day (Monday through Friday) plus a charge of ~~\$118.00~~ \$130.00 per pull plus appropriate landfill or transfer station tipping fees for each open top roll-off container. There shall be a minimum of one pull charged per month per box.

(d) Each customer shall pay to the City, a rental charge of ~~\$6.00~~ \$7.00 per day (Monday through Friday) for use of each 4-yard container, plus a charge of ~~\$94.00~~ \$103.00 each time a 4-yard container is emptied, and, each customer shall pay to the City, a rental charge of ~~\$6.00~~ \$7.00 per day (Monday through Friday) for use of each 6-yard container, plus a charge of ~~\$125.00~~ \$138.00 each time a 6-yard container is emptied. There shall be a minimum of one empty service charged per box per month.

(e) Each customer shall pay to the City a service charge of ~~\$135.00~~ \$148.50 per pull for standard compactor units, and ~~\$153.00~~ \$168.00 per pull for compactor units requiring double handling to turn the unit around, plus appropriate landfill or transfer station fees for each hydraulically operated roll-off compactor.

(f) Each customer requesting to have the City haul regulated waste shall pay the established container fees as specified in Section 18-25 herein as well as all other applicable disposal fees in addition to a ~~\$3.00~~ \$3.50 per mile transportation fee.

(g) Each customer shall pay to the City a fee of ~~\$59.00~~ \$65.00 to have a roll-off or construction/demolition container relocated at the customer's request.

Section 5: That this ordinance shall be in full force and effect with the billing on or after January 1, 2025.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3rd DAY OF NOVEMBER 2025.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Resolution

ITEM/SUBJECT: MO Blue Shield Grant Program Award

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

DATE: October 20, 2025

Commentary:

I'm pleased to share that we have been awarded the Blue Shield Grant, a new program recently implemented by the State of Missouri. Our department will receive \$50,000 through this grant, which is a significant source of funding for items that we typically cannot include in our regular annual budget. There is no grant match required. I am hopeful this program will continue to be funded in the future, as it provides us with valuable opportunities to enhance our operations.

For this cycle, here are the items we will be purchasing with the grant funds, along with their total costs:

Four (4) Fingerprint Scanners	\$10,200.00
Two (2) vehicle computer mounting kits	\$ 4,138.00
Three (3) mobile ticket printers	\$ 2,403.00
One (1) Axon Ground Robot Kit	\$ 8,395.00
Ten (10) Axon POV Helmet Kits	\$ 3,527.50
Three (3) binoculars w/recording & IR/Thermal	\$ 4,785.00
Seven (7) Pelican cases	\$ 2,869.65
Ten (10) rifle lock boxes for unmarked vehicles	\$ 6,099.90
Forty (40) sets of Class C Uniforms	\$ 6,080.00

Recommendation:

Resolution authorizing the Mayor to sign an Award Agreement with the Missouri Department of Public Safety/Office of Homeland Security for the acceptance of this grant.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY/OFFICE OF HOMELAND SECURITY FOR THE ACCEPTANCE OF FUNDING THROUGH THE MISSOURI BLUE SHIELD GRANT PROGRAM AWARDED TO THE ROLLA POLICE DEPARTMENT FOR THE PURCHASE OF EQUIPMENT.

NOW, THEREFORE, 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 is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, an agreement between the City of Rolla, Missouri and the Missouri Department of Public Safety/Office of Homeland Security for the acceptance of funding through the Missouri Blue Shield Grant Program awarded to the Rolla Police Department for the purchase of equipment, said agreement attached hereto.

SECTION 2: That this resolution be in full force and effect from and after the date of its passage and approval until the date specified in the contract.

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

MIKE KEHOE
Governor

MARK S. JAMES
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: (573) 751-4905
Fax: (573) 751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

October 1, 2025

Louis Magdits, Mayor
Rolla, Police Department
1007 N. Elm St.
Rolla, Missouri, 65401

Re: SFY 2026 Missouri Blue Shield Grant Program (MBSGP) Award
Award Number: 2026-MBSGP-159

Dear Mr. Magdits:

Thank you for your application submission to the SFY 2026 Missouri Blue Shield Grant Program (MBSGP). Your application has been selected for funding in the amount of \$50,000.00.

Enclosed is the SFY 2026 MBSGP Award Agreement. The Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Award Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office via email no later than November 1, 2025.

The project period of performance for this award begins October 1, 2025 and ends May 15, 2026.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Les Martin at 573-526-8719 or les.martin@dps.mo.gov.

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter". The signature is fluid and cursive.

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

AWARD AGREEMENT

DATE
10/01/2025
AWARD NUMBER
2026-MBSGP-159

RECIPIENT NAME		
Rolla, Police Department		
ADDRESS		
1007 N. Elm St.		
CITY	STATE	ZIP CODE
Rolla	Missouri	65401
TOTAL AMOUNT OF STATE		
\$50,000.00		
PROJECT PERIOD FROM		PROJECT PERIOD TO
10/01/2025		05/15/2026
PROJECT TITLE		FUNDED BY
SFY 2026 MBSGP - Rolla, Police Department		Missouri Department of Public Safety/Office of Homeland Security
METHOD OF PAYMENT (Reimbursement – Advanced)		
Reimbursement		

CONTACT INFORMATION

DPS GRANTS CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME		NAME	
Les Martin		Sean Fagan, Chief of Police	
E-MAIL ADDRESS		ADDRESS	
les.martin@dps.mo.gov		1007 N. Elm St.	
TELEPHONE		CITY, STATE AND ZIP CODE	
573-526-8719		Rolla, Missouri 65401	
PROGRAM MANAGER		TELEPHONE	E-MAIL ADDRESS
Joni McCarter		573-308-1213	sfagan@rollacity.gov

SUMMARY DESCRIPTION OF PROJECT

The purpose of the Missouri Blue Shield Grant Program (MBSGP) is to provide funding to support the Missouri Blue Shield Program. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies that serve and protect our cities and towns. This program acknowledges local governments for their commitment to support local law enforcement efforts.

AWARDING AGENCY APPROVAL

TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL	
Mark S. James, Director		Louis Magdits, Mayor	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE

RECIPIENT AUTHORIZED OFFICIAL APPROVAL

THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
AWARD NUMBER 2026-MBSGP-159	DATE 10/01/2025

AWARD AGREEMENT

ARTICLES OF AGREEMENT

1. **Allowable Costs:** The recipient understands that only allowable items in the approved budget will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the date identified in the "MBSGP Notice of Funding Opportunity (NOFO)". (Funds are expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved award must have prior approval from the DPS/OHS. The recipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The recipient certifies that all expendable and non-expendable property purchased funds under this award shall be used for approved project purposes only.
2. **Award Adjustments:** The recipient understands that any deviation from the approved award must have prior approval from the DPS/OHS. No additional funding shall be awarded to a recipient (unless specifically notified by the DPS/OHS of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.
3. **Award Document Changes:** In the event the DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the recipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
4. **Body Armor:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased must be made in the United States.
5. **Body Armor Policy:** The recipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
6. **Body-Worn Camera Policy:** The recipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The recipient will be required to forward a copy of such policy(s) to the DPS/OHS at the time of claim submission.
7. **Buy American:** The recipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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8. **Buy Missouri:** The recipient also acknowledges Sections 34.070 and 34.073 RSMo, regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
9. **Change in Personnel:** The recipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the "My Profile" module, "Contact Information" component, and/or "Budget" component within WebGrants. The notification shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants.
10. **Compliance Workshop:** As a recipient of state funds, the recipient is required to participate in any applicable Compliance Workshop hosted by the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS). The Compliance Workshop provides post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
11. **Contractual Services:** For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided.
 - b. A copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
12. **Criminal Activity:** The recipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole or in part, under this award is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual's employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
13. **Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
14. **Discrimination in Public Accommodations:** The recipient assures compliance with Section 213.065 RSMo, in regard to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
15. **Duplication of Networks:** The recipient assures that all equipment/software requested and purchased under this award must be compatible with the statewide system. All software, if

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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

16. **Duplicative Funding:** The recipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the DPS/OHS. If so requested and allowed by the DPS/OHS, the recipient shall submit a "Subaward Adjustment" to eliminate any inappropriate duplication of funding.
17. **Employment of Unauthorized Aliens:** Pursuant to [Section 285.530.1 RSMo](#), the recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with [Sections 285.525 to 285.550, RSMo](#), a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo, and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

18. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the award or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
19. **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. Expenditures for equipment shall be in accordance with the approved budget. The recipient shall use and manage equipment in accordance with its procedures if the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the DPS Administrative Guide.
20. **Fair Labor Standard Act:** All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the [Section 290.502 RSMo](#).
21. **Federal Equitable Sharing Funds:** The recipient assures its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo, relating to participation in the

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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.

22. **Financial Reporting Requirements:** The recipient agrees to complete and submit any financial reports required for this program as outlined in the "SFY 2026 MBSGP Notice of Funding Opportunity (NOFO)". Failure to submit reports by the deadline may result in delay for reimbursement requests and/or cancellation of the award.
23. **Fund Availability:** The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated, are otherwise unavailable, or are not continued at an aggregate level sufficient to cover the costs under this award, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The recipient further understands and agrees that neither the
24. **Governing Directives:** The recipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "MBSGP Notice of Funding Opportunity", the "Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, Information Bulletins released by the DPS/OHS, and other applicable state laws or regulations.
25. **Grant Reporting:** Status reports are required to be submitted quarterly through the WebGrants system.
26. **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director DPS Grants Radio Interoperability Guidelines located at <https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf>. The Missouri Interoperability Center will review all communications equipment applications to ensure they comply with the Radio Interoperability Guidelines.
27. **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
 - a. **Section 43.505 RSMo - Uniform Crime Reporting:** Pursuant to [Section RSMo 43.505.3](#), each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the previous twelve months.
 - b. **Section 590.650 RSMo - Vehicle Stops Report:** Pursuant to [Section 590.650.3 RSMo](#), each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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- c. Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021: Pursuant to Section 590.1265 RSMo, each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.
- d. Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses: Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.
- e. Section 590.030 RSMo - Rap Back Program Participation: Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022, and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- f. Section 590.700 RSMo - Custodial Interrogations: Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2.

28. **License Plate Readers (LPRs):** Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
- c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the

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AUTHORIZED OFFICIAL INITIALS

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
29. **Lobbying:** The recipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.
30. **Missouri Office of Homeland Security, Division of Grants Administrative Guide:** To follow the grant program guidelines as stated in the Missouri Office of Homeland Security, Division of Grants, Administrative Guide for Homeland Security Grants, as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to DPS/OHS Grant programs.
31. **Monitoring:** The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this award.
32. **Non-Disclosure Agreements:** The recipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this award, the recipient:

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide

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GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

33. **Non-Supplanting:** The recipient assures that state funds made available under this award will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
34. **Procurement:** The recipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the recipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
- a. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
 - b. Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - c. Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - d. Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - e. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - f. Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the DPS/OHS.
35. **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the award was approved.
36. **Relationship:** The recipient agrees that it will represent itself to be an independent recipient offering such services to the public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the DPS/OHS or any of its divisions or programs.) Therefore, the recipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
37. **Release of Funds:** The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and returned to

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AUTHORIZED OFFICIAL INITIALS
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GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
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the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.

38. **Reporting Potential Fraud, Waste, and Abuse:** The recipient shall not make false statements or claims in connection with any funds awarded by the DPS/OHS. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The recipient must promptly refer to the DPS/OHS any credible evidence that a principal, employee, agent, recipient, contractor, subcontractor, or any other person has, in connection with funds under this award, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award, must be reported to the DPS/OHS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of Homeland Security
Attn: DPS Grants
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsgrants@dps.mo.gov
Fax: (573) 526-9012

The DPS/OHS reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this award.

39. **Supplies/Operations:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
40. **Suspension/Debarment:** The recipient acknowledges, pursuant to debarment and suspension regulations implemented at [1 CSR 40-1.060](#), and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The recipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this award.
41. **Suspension/Termination of Award:** The DPS/OHS reserves the right to suspend or terminate any award entered into as a result of this award at its sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the DPS/OHS, become property of the State of Missouri.

V.A.12

GRANT PROGRAM SFY 2026 Missouri Blue Shield Grant Program (MBSGP)	RECIPIENT Rolla, Police Department
AWARD NUMBER 2026-MBSGP-159	DATE 10/01/2025

AWARD AGREEMENT

ARTICLES OF AGREEMENT

42. **Texting While Driving:** The DPS/OHS encourages the recipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
43. **Unlawful Employment Practices:** The recipient assures compliance with Section 213.055 RSMo, in regard to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

V.A.13

AUTHORIZED OFFICIAL INITIALS



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Dawn Bell, Community Development Director ACTION REQUESTED: Resolution

ITEM/SUBJECT: Community Development Block Grant Application for Ozark Actors Theatre

BUDGET APPROPRIATION: NA

DATE: October 20, 2025

Commentary:

Ozark Actors Theatre (OAT), a long-standing nonprofit arts organization in Rolla, is seeking funding through the Community Development Block Grant (CDBG) program, administered by the Missouri Department of Economic Development.

As a designated non-entitlement community, the City of Rolla is eligible to apply for these funds. OAT intends to use the grant for façade improvements to its Pine Street Studio building, located at 612 N. Pine Street. The proposed improvements will help preserve a historically significant structure while also addressing blight in the downtown area.

The CDBG program allows funding applications for a single “iconic” structure of historical or cultural importance. In compliance with program requirements, the application must be submitted by the local governing body. OAT, as a nonprofit, would serve as the sub-applicant under the City’s sponsorship.

Staff Recommendation: Approve a resolution authorizing City staff to coordinate with OAT to prepare and submit a CDBG grant application on behalf of Ozark Actors Theatre for the purpose of rehabilitating the Pine Street Studio façade.

Attachments: CDBG program requirements, Draft applicant/sub-applicant agreement, Resolution

Resolution No. _____

A RESOLUTION OF THE CITY OF ROLLA, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective “the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income”;

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives;

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and,

WHEREAS, The city does have areas of need which may be addressed through the Community Development Block Grant Program.

WHEREAS, the City intends to partner with Ozark Actors Theatre as a sub-applicant to jointly pursue the goals of the Community Development Block Grant Program;

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

Section 1: That the City of Rolla desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

Section2: That the Mayor is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

Section 3: That the Ozark Actors Theatre, as sub-applicant, will dedicate up to \$ 20,000 of cash funds and/or of in-kind materials or labor to be used in this project.

Section 4: That the Mayor is authorized to execute an Applicant/Sub-applicant Agreement between the City and **Ozark Actors Theatre (OAT)**, setting forth the roles, responsibilities, and commitments of both parties in connection with the Community Development Block Grant application and project implementation.

Section 5: 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 20TH DAY OF OCTOBER 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Community Development Block Grant

Downtown Revitalization Application Guidelines



Missouri Department of
Economic Development

Community Development Block Grant
301 W. High Street, Room 770
PO Box 118
Jefferson City, MO 65102
P: (573) 751-3600 E: mocdbg@ded.mo.gov
<https://ded.mo.gov/cdbg>

ACTION	VERSION #	CHANGE #	PAGE #	SUMMARY OF ACTION	APPROVAL DATE
Amendment	1	1	1, 3, 9, 13	Provides additional clarity on eligibility of uses for façade improvements along residential portions of structures, as well as allocation of costs for systems that serve the entire structure	06/01/2024

Introduction

Downtown areas help define communities and invigorate tourism. The State of Missouri Department of Economic Development (DED) administers the Downtown Revitalization Program to assist with impactful downtown improvement projects to revitalize the cultural heartbeat of communities through redevelopment. These projects eliminate slum and blight conditions on the front and selected side facades of eligible buildings in core downtown areas, and address code violations for commercial structures. Sub recipients are prohibited from using Downtown Revitalization program funds for improvements within residential portions of mixed-use buildings.

Project buildings must be situated within a downtown target area, as defined by the community, in which at least 25% of all buildings are judged through individual surveys and documentation to be in either fair or poor condition.

Enclosed are the application guidelines for the Community Development Block Grant (CDBG) Downtown Revitalization Program. The Downtown Revitalization Program operates under an open cycle, meaning that applications will be accepted year-round and will be funded, if meeting the minimum criteria of the guidelines, until funding is no longer available.

Eligible applicants include non-entitlement Cities and Counties. Counties may apply on behalf of no more than one target area within their boundaries, if applying under one application. Cities may apply for no more than two applications, with one being on behalf of a sub-applicant. Counties may apply for no more than three applications, with two being on behalf of sub-applicants.

Planning

The state has consulted with local officials since 1981 in preparation of policy revisions and/or additions along with citizen comments. Their input is taken into consideration in the development of the guidelines. The final consolidated plan for FY23-FY27 can be found on the CDBG website. This will include all program rules and policies.

Program design for the Downtown Revitalization Program included identifying high-performing State CDBG programs, analyzing their guiding documents and soliciting input to identify challenges and opportunities. In addition, CDBG solicited public feedback in the form of a public comment period and held various listening sessions.

Application Deadline and Maximums

Submission Deadline: N/A (Downtown Revitalization is an open cycle funding category)

Maximum Amount per Building: \$75,000

Maximum Amount Allowed: \$750,000

Matching Fund Requirement: 20% Local Public Cash and/or Private-for-Profit Investment

DED may provide a maximum award amount of \$750,000. All applicants must include at least 25% of structures in the downtown area if utilizing the target area approach. CDBG will cover up to 80% of the proposed total project cost; the applicant is required to provide a match of no less than 20% of the proposed total project cost that is considered eligible for CDBG funding in the form of local public cash or in-kind, private cash, leveraged funding from other state or federal sources, or combination thereof. CDBG will not waive match requirements for the Downtown Revitalization Program.

National Objective

****All projects under the Downtown Revitalization Program must meet HUD's slum and blight national objective. For most projects, activities will meet the national objective on an area basis. In the event that DED approves a singular iconic or historical building, activities will meet the slum and blight national objective on a spot basis.**

To demonstrate compliance with meeting a national objective, Applicants must include documentation of slum and blight at the time of application. Documentation should include photographs showing the extent of deterioration in the proposed area paired with a map and description of the current conditions. In addition, the applicant must describe how the proposed project will alleviate or eliminate at least some of the conditions causing the deterioration or blight.

The applicant must provide a detailed building survey and pass a resolution confirming the area meets the definition of slum, blighted, deteriorated, or deteriorating area under state or local law, whichever is more stringent. Except in the case of an iconic building approved by CDBG, the applicant must meet the national objective on an area basis.

Eligible Activities

- Exterior work on private facades with a public easement;
- Public facades, excluding facilities intended for the operation of government;
- Activities necessary to address code violations of private commercial structures, or mixed-use structures so long as CDBG funds are not used for residential portions of the building(s);
- Interior/Exterior work on non-profit community and neighborhood facilities; and
- Infrastructure activities directly related to downtown revitalization

**** Applicants seeking to perform work on a singular iconic or historical building must have prior approval from CDBG before submitting an application.**

Ineligible Activities

- Infrastructure activities unrelated to downtown revitalization
- Improvements to a singular structure without approval from CDBG
- Improvements to residential portions of structures

Building Eligibility Requirements

For a building or buildings to be eligible for the Downtown Revitalization Program, the following requirements must be met:

- Buildings must be determined to be in fair or poor condition
- Buildings cannot be used for general administrative purposes of a municipality or county.
- Buildings cannot be owned by anyone with a conflict of interest as defined by HUD or in the CDBG Administrative Manual Chapter 9 – Procurement.
- With the exception of emergency repairs and routine maintenance, no work outside of the project scope may have been conducted on the building from the time of application submittal until the Authorization to Use Grant Funds.
- Buildings that have at some point in the past been the recipient of CDBG DTR funds are not eligible to receive any additional funds.

Business Eligibility Determination

- All businesses seeking assistance must pass a debarment check conducted by DED. DED will verify that the business is registered with the Missouri Secretary of State, not debarred by the Missouri Office of Administration, has a valid certificate to do business in the State of Missouri, and has no active exclusions on SAM.gov.

Application Process

These application guidelines are printed in a step-by-step process for the benefit of the applicant seeking financial assistance from CDBG. Please review the guidelines in their entirety prior to writing and submitting an application.

Step 1: Determine Eligibility, Need, and Responsibility

Step 2: Determine a National Objective

Step 3: Eligible and Ineligible Activities

Step 4: Preparing the Grant Writing Team

Step 5: Preparing the Engineering/Architectural Team

Step 6: Preparing the Environmental Review

Step 7: Preparing the Budget Package

Step 8: Completing the Application Package

Step 9: Performing the Public Hearing(s)

Step 10: Finalizing and Submitting Application

Step 1 - Determine Eligibility and Need

Eligible Applicants

Applicants are responsible for determining if they are either an eligible applicant or sub-applicant.

The state may only, by Federal law, distribute CDBG funds to “units of general local government” (UGLG) in non-entitlement areas of Missouri, which are incorporated cities, counties, and villages.

These are cities with a population of less than 50,000 and counties with a population of less than 200,000. Cities and Counties over this limit are considered “entitlement communities” and are not eligible to apply for CDBG “non-entitlement” funds.

Other political subdivisions or non-profit corporations may be sub-applicants and are required to gain sponsorship from a city, county or village.

Eligible applicants or sub-applicants may apply for specific projects that benefit or are operated in conjunction with non-profit organizations.

Ineligible Applicants

Prior to initiating the application process, the applicant is responsible for determining its eligibility status.

Any applicant with a delinquent audit for any year, whether or not the grant is closed, is ineligible to apply for funding. This applies to all CDBG categories. In addition, the eligibility of any applicant with an open project awarded prior to April 1, 2021, which is not closed by the last business day of March 2023, is ineligible to apply under the Downtown Revitalization funding category.

All documentation necessary for closeout must have been received by March 1, 2023. This may apply to the applicant or any sub-applicant(s), whichever is applicable.

Applicant/Sub-applicant Agreement

Between the City of Rolla and Ozark Actors Theatre

For Community Development Block Grant (CDBG) Application

This Applicant/Sub-applicant Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between **City of Rolla**, (hereinafter referred to as the "**Applicant**") and **Ozark Actors Theatre**, (hereinafter referred to as the "**Sub-applicant**").

WHEREAS:

1. The Applicant intends to submit a Community Development Block Grant (CDBG) application to the **Missouri Department of Economic Development (DED)** for funding to support a community development project benefiting the Rolla community;
2. The Sub-applicant, Ozark Actors Theatre, will be the beneficiary and will be responsible for the implementation of the proposed project;
3. Both parties desire to define their roles, responsibilities, and commitments in the application process and any resulting grant administration.

Under this agreement the parties agree as follows:

1. Project Description

The project to be undertaken under this agreement involves Façade renovations for the 'Pine Street Studio' at 612 N. Pine Street.

2. Roles and Responsibilities

a. Applicant (City of Rolla) shall:

- Serve as the official applicant and fiscal agent for the CDBG grant;
- Submit the grant application to the Missouri Department of Economic Development;
- Ensure compliance with all federal and state requirements associated with the CDBG program;
- Oversee procurement, environmental reviews, and reporting obligations;
- Enter into a separate agreement with DED, if awarded funding;
- Coordinate with the Sub-applicant throughout implementation.

b. Sub-applicant (Ozark Actors Theatre) shall:

- Assist with the preparation of the application by providing necessary data, documentation, and project plans;
- Commit up to **\$20,000** in cash and/or in-kind contributions (labor, materials, etc.) to the project;
- Comply with all relevant CDBG requirements as applicable to sub-recipients;

- Cooperate with the City in grant monitoring, audits, and reporting and provide appropriate documents to the City for same;
- Carry out project activities as agreed upon, under the oversight of the Applicant.

3. Funding and Contributions

- The Sub-applicant agrees to contribute up to \$20,000 toward the project, either in the form of cash, in-kind labor, or materials, whichever is required by the grant.
- The Applicant agrees to account for these contributions in the grant application budget and documentation.

4. Term and Termination

- This Agreement shall remain in effect from the date signed until the project is completed or the grant is closed out, unless terminated earlier by mutual agreement or due to noncompliance.
- Either party may terminate this Agreement with 30 days' written notice. In such cases, the terminating party shall fulfill any outstanding obligations incurred prior to termination.

5. Compliance

- Both parties agree to comply with all applicable federal, state, and local laws, including the requirements of the CDBG program as administered by the Missouri Department of Economic Development.
- The Sub-applicant agrees to maintain records and submit reports as required by the Applicant and/or DED.

6. Indemnification

Each party shall indemnify and hold harmless the other from any claims, liabilities, damages, or losses arising out of its own acts or omissions related to this Agreement.

7. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings.
- This Agreement may only be amended in writing, signed by both parties.
- This Agreement shall be governed by the laws of the State of Missouri.

8. The following signatures constitutes a valid agreement between the Applicant and Sub-applicant.

City of Rolla, Missouri (Applicant)

By: _____

Louis Magdits, Mayor

Date: _____

Ozark Actors Theatre (Sub-applicant)

By: _____

Name/Title: _____

Date: _____

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Discussion

ITEM/SUBJECT: Veterans Day Parade 2025

BUDGET APPROPRIATION (IF APPLICABLE)

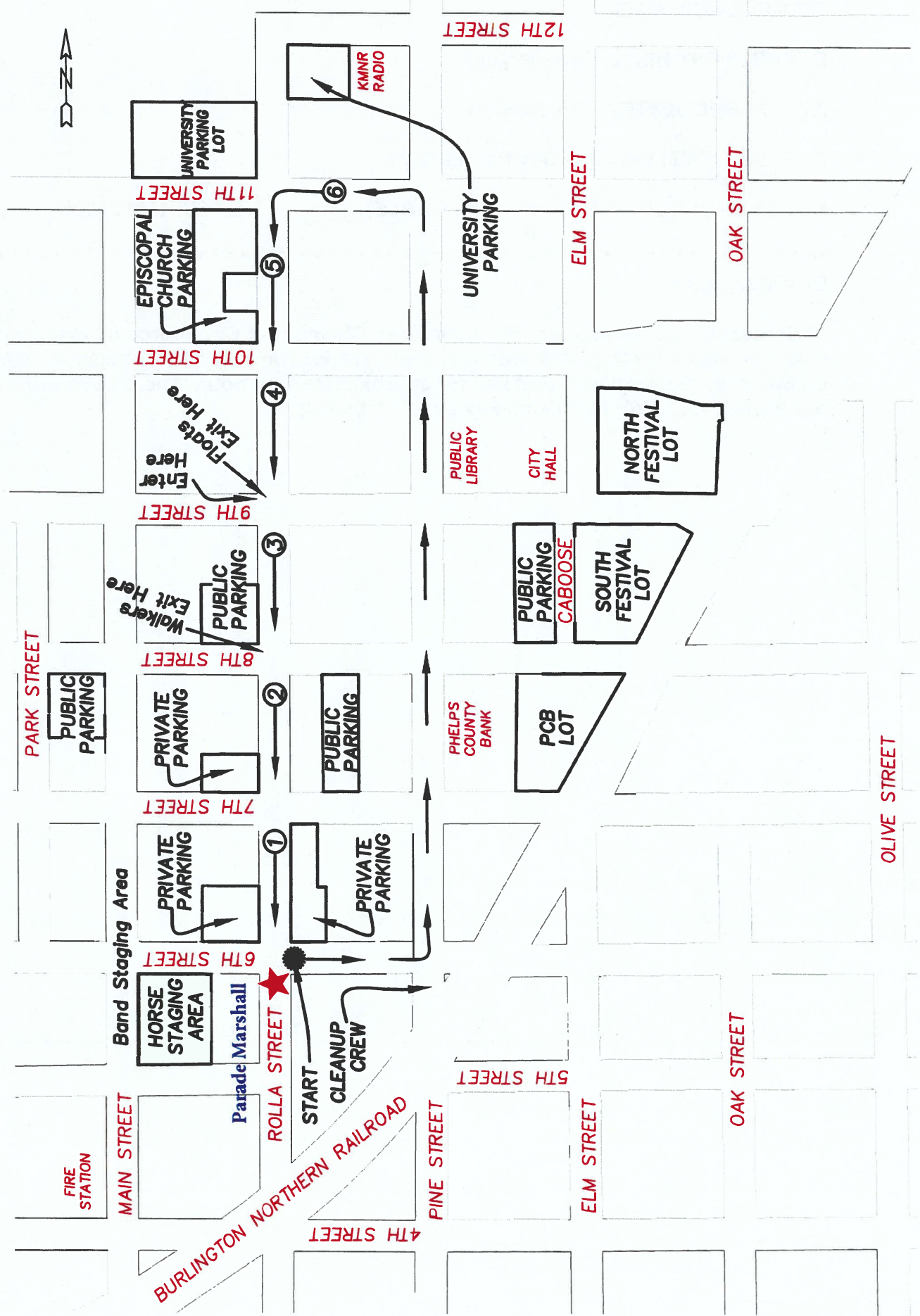
DATE: 10/20/2025

COMMENTARY:

Staff received a request from the Rolla Area Chamber of Commerce to assist with street closures for the 2025 Veterans Day Parade. The parade will begin at 10AM on Saturday November 8th and last for approximately an hour. The parade route is our normal route (6th to Pine and exit on 11th Street).

ITEM NO. VIII.B.1

PARADE ROUTE MAP



PRESENTED BY ROLLA CHAMBER FOUNDATION

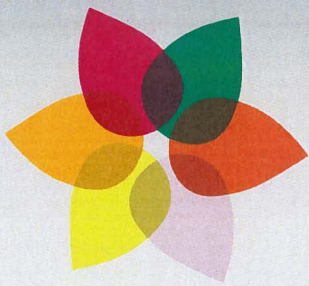
HONORING ALL WHO SERVED

VETERANS DAY PARADE

11.08.25

10:00 AM

Pine Street | Downtown Rolla



CHOICES
for people



To Participate:

Programs@rollachamber.org or
call the Rolla Chamber

573-364-3577

VIII.B.3

