



REGULAR CITY COUNCIL MEETING

Monday, July 20, 2026 at 6:30 pm

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE** - Council Representative Aaron Pace
3. **CONSENT AGENDA**
 - a. **Consider Approval of the City Council Minutes of:**
 1. June 1st, 2026 City Council Minutes Page 3
 2. June 1st, 2026 Closed Session Minutes
 3. June 15th, 2026 City Council Minutes. Page 8
 4. June 15th 2026 Closed Session Minutes
4. **MONTHLY REPORTS; BOARD & COMMITTEE MINUTES**
 - a. Centre monthly report - June 2026 Page 13
 - b. City of Rolla Financial Reports for June 2026 Page 14
5. **PUBLIC HEARINGS -**
 - a. Public Hearing and Bill 2026-07, to rezone a portion of property addressed as 1349 E Hwy 72 from the C-2, General Commercial district to the R-3, Multi-family Residential district. (Community Development Director Dawn Bell) Public Hearing and First Reading Page 29
 - b. Public Hearing and Bill 2026-08, to replat to combine lots and vacate a portion of the rights-of-way of Industrial Park Drive and dedicate replacement easements in the M, Manufacturing district at 2021 Industrial Park Drive. (Community Development Director Dawn Bell) Public Hearing and First Reading Page 36
 - c. Public Hearing and Bill 2026-09, approving Text Amendments to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances, Sections 42.223, C-C, Center-City Commercial District; and Article III, General Provisions, Division 2, Parking; and Division 5, Special Uses, Section 42.454 Medical Marijuana Uses; and Section 42.710, Zoning Use Table. (Community Development Director Dawn Bell) Public Hearing and First Reading Page 44
 - d. Postponed until August 17th, 2026: Map Amendment to rezone certain properties adjacent to the downtown area from their current zoning designation to the C-C, Center-City district. (Community Development Director Dawn Bell) Postponed Page 55
6. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS**
 - a. Glen Gibson, Chairman for the Veteran's Memoria Park Committee regarding future plans and updates.
7. **OLD BUSINESS**
 - a. Bill 2026-02: Ordinance to permanently close the alley access for the alley intersecting Highway 72 at its Northern end. (Public Works Director Darin Pryor) First Reading Page 56

- b. **Bill 2026-03: Ordinance to authorize and execute the sale of remanent properties. (City Administrator Keith Riesberg) First Reading** Page 59
 - c. **Bill 2026-04: Ordinance authorizing the sale of the 19.75-acre property near the Westside Market Place development.** Page 73
- 8. NEW BUSINESS**
 - a. **Bill 2026-10 to place a temporary Moratorium on data centers and other high utility uses. (Community Development Director Dawn Bell) First Reading** Page 89
- 9. CLAIMS and/or FISCAL TRANSACTIONS**
 - a. **Motion to Award Bid and Bill 2026-05, to enter into an agreement with Capital Paving & Construction, LLC for the Runway 13-31 Rehabilitation project. (Public Works Director Darin Pryor) Motion to Award and First Reading** Page 95
 - b. **Motion to Award Bid and Bill 2026-06, to enter into agreement with N.B. West Contracting Company for the Taxiway A Reconstruction project. (PW Director Pryor) Motion to Award and First Reading** Page 101
 - c. **Motion to award stop loss coverage to Sunlife through Pareto and increase the deductible to \$125,000. (Finance Director Steffanie Rogers)** Page 108
- 10. CITIZEN COMMUNICATION**
- 11. MAYOR/CITY COUNCIL COMMENTS**
 - a. **Motion to appoint Elizabeth Sperry to the Bicycle Pedestrian Advisory Committee for a 3-year term expiring April 2029.** Page 110
 - b. **Motion to reappoint Ken Kwantes to the Bicycle Pedestrian Advisory Committee for a 3-Year term expiring April 2029.** Page 111
- 12. COMMENTS FOR THE GOOD OF THE ORDER**
 - a. **Next City Council meeting, Monday, August 3rd, 2026**
- 13. CLOSED SESSION - Closed Session per RSMo 610.021 – None**
- 14. ADJOURNMENT**

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Agenda published on 07/16/2026 at 8:43 AM



REGULAR CITY COUNCIL MEETING

Minutes

Monday, June 1, 2026 at 6:30 pm

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

PRESIDING: MAYOR LISTER B. FLORENCE JR.

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

1. CALL TO ORDER

Minutes:

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

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

2. PLEDGE OF ALLEGIANCE - Andrew Behrendt

3. CONSENT AGENDA

Minutes:

City Council Minutes for May 4th, 2026 Closed Session Minutes for May 4th, 2026 City Council Minutes for May 18th, 2026

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

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

4. MONTHLY REPORTS; BOARD & COMMITTEE MINUTES

- a. Environmental Services Department monthly report - April 2026
- b. Building Codes monthly report - April 2026
- c. Rolla Police Department monthly report - 2026
- d. Animal Control monthly report - April 2026
- e. Rolla Municipal Court summary - April 2026
- f. Fire Incident Report - April 2026
- g. Centre monthly report - April 2026

Minutes:

Councilmember Jackson commented that the Centre report is showing that they are \$97K better than last year and that it reflects that things are moving in the right direction.

- h. City of Rolla financials - 2026 - None
- i. City Project Tracking Spreadsheet (as of May 27th, 2026)

Minutes:

Councilman Jackson shared his appreciation for this report.

- j. Audit Committee Minutes for May 5th, 2026 and May 18th, 2026
- k. Board of Public Works Minutes for March 31, 2026
- l. Strategic Planning Minutes for May 11th, 2026

5. PUBLIC HEARINGS - None

6. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- a. RMU GM Floyd Wolf - 2026 2nd Quarter Financial Report

Minutes:

RMU GM Floyd Wolf talked about the nationwide rising power costs, impact of Winter storm Fern on the Natural Gas costs and MPUA's current strategic planning to protect member cities from the associated financial and reliability risks of data centers. RMU's financial statements are available on their website for citizen review.

7. OLD BUSINESS

- a. Ordinance to approve a Text Amendment to Chapter 42, Planning and Zoning of the City of Rolla Ordinances Section 42.140, Processes; and Article III, Division II, Parking, Section 42.313, General Requirements pertaining to permitting and construction standards for parking lots (Community Development Director Dawn Bell) Final Reading

Minutes:

City Counselor James Klahr read the ordinance for its final reading, by title: ORDINANCE 4916: AN ORDINANCE AMENDING CHAPTER 42, PLANNING AND ZONING, ARTICLE I, ADMINISTRATION, SECTION 42-140 BUILDING PERMITS AND ARTICLE III GENERAL PROVISIONS, DIVISION II PARKING, SECTION 42-313 GENERAL REQUIREMENTS.

Motion & Vote A motion was made by Jackson, seconded by Chriban, to

approve the ordinance. A roll call vote showed:

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

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

Minutes:

City Counselor, James Klahr read the Ordinance for its final reading by title: ORDINANCE 4917: AN ORDINANCE TO APPROVE THE FINAL PLAT OF BLUE'S LAKE PLAT NO. 13 AND VACATE CERTAIN EASEMENTS.

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

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

8. NEW BUSINESS

- a. **Resolution authorizing the Project Development Agreement with Johnson Controls. (Public Works Director Darin Pryor) Motion**

Minutes:

City Counselor, James Klahr, read the Resolution for its first reading by title: RESOLUTION 2088, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND JOHNSON CONTROLS, INC.

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

- b. **Motion to affirm the City's intent to preserve its sovereign immunity defenses and authorize the City Administrator to sign the necessary policy endorsements (City Administrator Keith Riesberg) Motion.**

Minutes:

A motion was made by Jackson, seconded by Behrendt, to affirm to the city's intent to preserve its sovereign immunity defense. Motion passed unanimously by voice vote.

- c. **Ordinance to approve the restriction of parking on the West side of Duane Ave. from Fitch Street to Joyce Ave. (Public Works Director Darin Pryor) First Reading**

Minutes:

City Counselor, James Klahr, read the Ordinance for its first reading by title: AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY

RELATING TO PARKING.

9. CLAIMS and/or FISCAL TRANSACTIONS - None

10. CITIZEN COMMUNICATION

- a. **Brandon Asher President, LGBTQ+Rolla** shared details regarding the next Rolla Pride Celebration scheduled for June 13th from 5:00 pm -9:00 pm

11. MAYOR/CITY COUNCIL COMMENTS

- a. **Motion to reappoint Russell Schmidt to the Planning and Zoning Commission for a 4-year term expiring May 2030.**

Minutes:

A motion was made by Chirban, Seconded by Brown, to approve the reappointment. Motion passed unanimously by voice vote.

- b. **Motion to reappoint Monte Shields to the Planning and Zoning Commission for a 4-year term expiring May 2030.**

Minutes:

This item is postponed until the June 15th meeting where it will be presented with the correct name.

- c. **Council Comments:**

Minutes:

Councilmember Jackson shared his experience planting the floating habits at Ber Juan Lake under Missouri Conservation's guidance.

Councilmember Behrendt shared that the MS&T World Champion Mars Rover Team would be coming to Rolla that night with a Police Escort between 8:00 and 9:00 pm

Councilmember Dickens shared that the Dream Center Distribution would be on Wednesday from 10:00 to Noon.

12. COMMENTS FOR THE GOOD OF THE ORDER

- a. **Next City Council meeting, Monday, June 15, 2026**

- b. **PW Director Darin Pryor:**

- c. **Fire Chief Breen:**

Minutes:

The annual testing and maintenance of the 1800 fire hydrants in Rolla will begin this week.

- d. **City Administrator Keith Riesberg:**

Minutes:

The Rolla City Hall will be open but with a skeleton crew on Friday, June 5th since the parking lot will be utilized for Summerfest activities.

- e. **Police Chief Fagan**

Minutes:

It was recognized that this was Police Chief Fagan's last City Council meeting.

There will be a drop in celebration at the Alumni House on Friday June 12th from 2:00-4:00 pm

13. CLOSED SESSION - Closed Session per RSMo 610.021 – (2) leasing, sale, purchasing of land and (1) Litigation

Minutes:

At 7:15 pm, A motion was made by Jackson, seconded by McNeven to go into closed session. A roll call vote showed: Ayes: Sperry, McNeven, Behrendt, Markwell, Brown, Jackson, Ganz, Rolufs, Shelby, Dickens, Chirban, and Pace. Nays: None

At 8:22 Council returned from closed session where there were no reportable actions taken.

14. ADJOURNMENT

Minutes:

With no further questions, the meeting was adjourned at 8:22 pm.

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948) | Minutes published on 06/12/2026 at 10:48 AM



REGULAR CITY COUNCIL MEETING

Minutes

Monday, June 15, 2026 at 6:30 pm

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

PRESIDING: MAYOR LISTER B. FLORENCE JR.

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

1. CALL TO ORDER

Minutes:

- **Presiding:** Mayor Lister B. Florence Jr.
 - **Council Members in Physical Attendance:** Melissa Ganz, August Rolufs, Andrew Behrendt, Nathan Chirban, Steve Jackson, Sue Brown, Tom McNeven, Elizabeth Sperry, Amelia Markwell, Micheal Dickens, and City Counselor Nathan Nickolaus
 - **Council Members Absent:** Aaron Pace and David Shelby
 - **Department Directors and Other City Officials in Physical Attendance:** Public Works Director Darin Pryor, Fire Chief Jeff Breen, Community Development Director Dawn Bell, Park's Director Floyd Jerningan. City Planner Tom Coots, Environmental Services Director Roger Pankey, Police Chief Will Loughridge, Finance Director Steffanie Rogers, and City Administrator Keith Riesberg
- Mayor Lister B. Florence Jr. called the meeting to order at approximately 6:30 pm and asked Nathan Chirban to lead in the Pledge of Allegiance.

2. PLEDGE OF ALLEGIANCE - Council Representative Nathan Chirban

3. PUBLIC HEARINGS - None

4. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- a. **Presentation of Parking Utilization Study of Downtown Rolla and discussion about recommendations for potential changes to downtown parking. (City Planner Tom Coots and Public Works Director Darin Pryor)**

Minutes:

City Planner Tom Coots shared the results of the Parking Utilization Study

which covered 22 street blocks of Downtown Rolla and 10 city leased parking lots. During peak hours, the study showed that only 64% of street parking, 60% of public lot and 65% of private lots are being utilized, leaving 300 available spaces during peak hours. Just a block outside of the downtown area reveals a different story where student vehicles are closely parked. Public Works Director Darin Pryor shared that he didn't feel that metered parking was necessary at this point. This fall it is intended to restripe the parallel parking for larger parking spaces. Improved wayfinding signage will be researched as will the number of sign postings for 30-minute parking. Council was supportive of all findings.

5. OLD BUSINESS

- a. **Ordinance to approve the restriction of parking on the West side of Duane Ave. from Fitch Street to Joyce Ave. (Public Works Director Darin Pryor) Final Reading**

Minutes:

City Counselor, Nathan Nickolaus, read the Ordinance for its final reading by title: ORDINANCE 4918: AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY RELATING TO PARKING.

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

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

6. NEW BUSINESS

- a. **Resolution to authorize the Master Agreement with HDR Engineering Inc. (Public Works Director Darin Pryor)**

Minutes:

City Counselor, James Klahr, read the Resolution for one reading by title: RESOLUTION 2089: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN MASTER AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND HDR ENGINEERING, INC.

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

- b. **Resolution to authorize the execution of Task Order #1 with HDR Engineering Inc. (Public Works Director Darin Pryor)**

Minutes:

City Counselor, Nathan Nickolaus, read the Resolution for one reading by title: RESOLUTION 2090: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND HDR ENGINEERING, INC.

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

- c. **Discussion on pursuing grant opportunities for a facility plan for areas**

outside the current wastewater service area to the East of Rolla. (Public Works Director Darin Pryor)

Minutes:

The Rolla Comprehensive Plan revealed areas east of Rolla that would be ideal for annexation. In order to start planning for sewer services in that area, the next step would be to create a facility plan. There are grants that would assist the City with implementation and construction.

A motion was made by Jackson seconded by Dickens, to allow staff to pursuit grants for this project. Motion passed unanimously by voice vote.

d. Resolution to approve the deer hunting program a permanent program. (Community Development Director Dawn Bell)

Minutes:

City Counselor, James Klahr, read the Resolution for one reading by title: RESOLUTION 2091: A RESOLUTION APPROVING A MANAGED DEER HUNT PROGRAM FOR THE CITY OF ROLLA.

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

7. CLAIMS and/or FISCAL TRANSACTIONS

a. Motion to award bid and Ordinance to enter into agreement with Pierce Asphalt, LLC for Project 618, 2026 Asphalt Phase III project. (Public Works Director, Darin Pryor) Motion to Award and First Reading

Minutes:

A motion was made by Chirban, seconded by Jackson, to award the bid to Pierce Asphalt. Motion passed unanimously by voice vote.

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

b. Motion to award bid to GameTime for the purchase of 11 outdoor exercise stations. (Park's Director Floyd Jernigan)

Minutes:

A motion was made by Jackson, seconded by Sperry, to award the bid to GameTime. Motion passed unanimously by voice vote. The project is anticipated to be completed by fall.

8. CITIZEN COMMUNICATION

a. Jody Eberly from Countryside Drive:

Minutes:

- 1. Is not in favor of deer hunting in her neighborhood as she likes the deer but likes that the harvest can be shared with local food pantries.**
- 2. Stated she is in favor of the larger parallel parking spots downtown, as she avoids them as they are now.**

- 3. Data Centers - Requested the City of Rolla enact a moratorium on any data-center decisions until research on the environmental and economic impacts and risks are done.**

b. Johnathan Kimble:

Minutes:

Spoke on a successful Pride event and thanked the City for their assistance.

9. MAYOR/CITY COUNCIL COMMENTS

- a. Motion to appoint Drew McCluskey to the Planning & Zoning Commission to complete an unfulfilled term expiring September 2029.**

Minutes:

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

- b. Motion to reappoint Monty Jordan to the Planning and Zoning Commission for a 4 year term expiring June 2030**

Minutes:

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

- c. Motion to appoint Elissa Jennison to the Planning & Zoning Commission for a 4-year term expiring June 2030**

Minutes:

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

- d. Councilmember Behrendt:**

Minutes:

Stated his interest in the Council placing a one-year moratorium on any data center-related activity. By voice vote, the Council consented for staff to move forward and work with legal counsel to gather information on the matter.

- e. Councilmember Jackson:**

Minutes:

Congratulations to Chief Fagan on his retirement.

- f. Hot Rod Power Tour:**

Minutes:

Councilmember Chirban asked City Clerk Powell to share some of the feedback provided by the participants of the Hot Rod Power Tour. Compliments were received from Hot Rod Tour participants were summarized to say that Rolla had rolled the red carpet out for this event. Comments were about how well planned it was and how the City has a whole was prepared for such a large number of vehicles.

10. COMMENTS FOR THE GOOD OF THE ORDER

- a. **Next City Council meeting, Monday, July 6th, 2026**
- b. **Fire Chief Breen commented on firework safety**

Minutes:

Fireworks may be fired on July 1st through 3rd from 8:00 am to 11:00 pm and then on July 4th from 8:00 am to midnight. Sky lanterns are prohibited.

- c. **Freedom Parade - July 4th, 10:00 am (Public Works Director Darin Pryor)**

Minutes:

The Freedom Parade will be July 4 at 10:00 am on Pine Street.

The Big Texan 72oz Steak Competition will be at the City Hall parking lot on June 21st from 5:00 pm -7:00 pm.

- d. **City Administrator Keith Riesberg:**

Minutes:

The Phelps County Clerk's office is experiencing a shortage in poll workers. Further information can be obtained at the Phelps County Clerk's office.

- e. **Mayor Florence:**

Minutes:

The annual Lion's Club Carnival will be July 1st through 4th at Lion's Club Park.

- f. **Councilmember Dickens:**

Minutes:

Phelps County Dream Center is having another food distribution on June 20th and 24th.

11. CLOSED SESSION - Closed Session per RSMo 610.021 – (1) Legal Actions

Minutes:

AT 7:57 pm a motion was made by, Jackson seconded by Sperry, to go into closed session. A roll call vote showed:

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

At 8:49 pm Council returned from closed session where no reportable actions were taken.

12. ADJOURNMENT

Contact: Lorri M. Powell, City Clerk (lpowell@rollacity.gov 573-426-6948)

The Centre Rolla's Health & Recreation Complex
Income Statement
For the 8 Months Ending
May 31, 2026

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Revenues								
Rental & Other:								
Conference Room & Other Rental	\$0	\$0	\$0	\$690	\$2,620	\$2,000	\$620	\$3,490
	0	0	0	690	2,620	2,000	620	3,490
Member Services:								
Membership Dues	8,443	9,682	(1,239)	68,154	293,795	319,330	(25,535)	529,127
Guest Fees	4,533	2,333	2,200	12,498	36,936	41,332	(4,396)	59,869
Locker Rent	0	0	0	350	590	300	290	1,155
	12,976	12,015	961	81,002	331,321	360,962	(29,641)	590,152
Fitness:								
Enrollment Fees/Health Assessments	0	0	0	1,975	2,900	11,186	(8,286)	10,466
Special Programs	0	0	0	120	540	400	140	900
	0	0	0	2,095	3,440	11,586	(8,146)	11,366
Ancillary:								
Swim Programs	5,394	4,167	1,227	7,600	39,895	60,668	(20,773)	43,438
General Medical Integration	0	0	0	992	3,371	4,455	(1,084)	7,056
Recreation	0	0	0	8,963	18,975	24,000	(5,025)	54,035
Café	0	0	0	1,163	3,742	5,000	(1,258)	9,509
Pro Shop	0	0	0	533	27	1,600	(1,573)	2,469
Personal Training	0	0	0	8,862	36,491	29,684	6,807	66,124
Children's Area	0	0	0	2,182	8,327	12,000	(3,673)	16,147
	5,394	4,167	1,227	30,294	110,828	137,407	(26,579)	198,777
Total Revenue	18,369	16,182	2,187	114,081	448,208	511,955	(63,747)	803,784
Expenses								
Salaries & Burden	22,247	25,774	3,527	103,626	492,944	522,630	29,686	750,879
Other Employee Expenses	373	0	(373)	205	3,439	2,800	(639)	8,514
General Supplies & Services	0	0	0	748	878	2,568	1,690	3,533
Environmental Supplies	783	1,750	967	1,754	13,585	13,000	(585)	15,908
Cost of Goods Sold	0	0	0	981	2,255	3,620	1,365	7,450
Minor Equipment	0	0	0	87	119	1,268	1,149	1,744
Repairs & Maintenance	6,396	8,333	1,937	4,944	36,413	45,732	9,319	97,594
Service Contracts & Licenses	0	0	0	13,317	46,874	43,036	(3,838)	80,792
Marketing & Collateral	0	0	0	5,567	23,824	28,400	4,576	52,566
Utilities	7,585	8,625	1,040	15,336	100,136	100,656	520	138,622
Bank Fees & Miscellaneous	105	0	(105)	4,478	16,491	19,112	2,621	34,688
Other Taxes & Fees	0	0	0	250	900	1,800	900	2,965
Total Expenses	37,489	44,482	6,993	151,293	737,859	784,622	46,763	1,195,254
Net Operating Income	(19,120)	(28,300)	9,180	(37,213)	(289,651)	(272,667)	(16,984)	(391,470)
Management Fees	4,000	4,000	0	8,000	48,000	56,000	8,000	66,000
Net Income (Loss)	(\$23,120)	(\$32,300)	\$9,180	(\$45,213)	(\$337,651)	(\$328,667)	(\$8,984)	(\$457,470)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	(\$2,126)	\$1,667	(\$3,793)	\$2,949	\$23,951	\$27,348	(\$3,397)	\$16,949
Recreation (Net)	\$0	\$0	\$0	\$6,863	\$10,801	\$13,600	(\$2,799)	\$38,510
Café (Net)	\$0	\$0	\$0	\$426	\$1,499	\$2,500	(\$1,001)	\$3,971
Pro Shop (Net)	\$0	\$0	\$0	\$289	\$15	\$480	(\$465)	\$556
Personal Training (Net)	\$0	\$0	\$0	\$3,389	\$11,933	\$11,874	\$59	\$24,377
Children's Area (Net)	\$0	\$0	\$0	(\$582)	(\$3,367)	(\$808)	(\$2,559)	(\$12,581)
Total Ancillary Services Net Income (Loss)	(\$2,126)	\$1,667	(\$3,793)	\$13,334	\$44,833	\$54,994	(\$10,161)	\$71,782

CITY OF ROLLA
CASH ANALYSIS REPORT
June 30, 2026

GENERAL FUND

CASH IN BANK	\$ (133,440.58)
NIB GENERAL FUND	\$ 15.00
ROLLA MUNICIPAL COURT	\$ (24,692.06)
ASI FLEX 125	\$ 21,179.78
TIF ACCOUNT - EATS	\$ 105,082.28
TIF ACCOUNT - PILOT	\$ 15.80
INVESTMENT - GOLDMAN	\$ -
INVESTMENTS - GENERAL FUND	\$ 22,144.85
USE TAX MMA	\$ 744,634.55
MMA - GENERAL FUND RESERVE REBUILD	\$ 3,443,439.64
POLICE EVIDENCE FUNDS	\$ 19,925.79
CITY SEIZURES & FORFEITURES	\$ 7,148.85
TASKFORCE SEIZURES & FORFEITURES	\$ 17.85
ANIMAL CONTROL SHELTER COMM PARTNER	\$ 229,442.18
ANIMAL CONTROL SHELTER RESERVE	\$ 5,368.58
ANIMAL CONTROL SHELTER COMM ENDOW	\$ 397.61
ANIMAL CONTROL SHELTER DONATIONS - PAYPAL	\$ -
PROPERTY FIRE DAMAGE ACCOUNT	\$ 11,619.65
GENERAL FUND CREDIT CARD ACCOUNT	\$ 5,329.68
INVESTMENT CLEARING ACCOUNT	\$ 58.39
INVESTMENTS - CDS	\$ -
GENERAL FUND TOTALS	\$ 4,457,687.84

SEWER FUND

CASH IN BANK	\$ 1,360,649.07
NIB GENERAL FUND	\$ -
SEWER FUND MMA	\$ 306,655.39
SEWER FUND DEPREC & RESERVE	\$ 432,103.18
INVESTMENTS - GENERAL FUND	\$ 114.00
GENERAL FUND CREDIT CARD ACCOUNT	\$ 16,373.00
INVESTMENT - CDS	\$ -
SEWER FUND TOTALS	\$ 2,115,894.64

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$ 1,502,008.30
NIB ENV SVS FUND	\$ -
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 21,246.50
MMA PCB	\$ 165,920.01
ENV SVS CC	\$ 108,823.08
INVESTMENT - CDS	\$ -
ENV SVS FUND TOTALS	\$ 1,797,997.89

ARPA FUNDING

CASH IN BANK	\$ -
ARPA FUNDING MMA	\$ -
ARPA FUND TOTALS	\$ -

CITY OF ROLLA
CASH ANALYSIS REPORT
June 30, 2026

AIRPORT FUND

CASH IN BANK	\$ 2,380.21
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 201.28
INVESTMENTS - MMA	\$ 151,215.29
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 39,884.00
AIRPORT FUND TOTALS	\$ 193,680.78

CEMETERY FUND

CASH IN BANK	\$ 2,258.72
CASH - MMA	\$ 55,162.40
INVESTMENTS - RESTRICTED	\$ 376,012.94
CEMETERY FUND TOTALS	\$ 433,434.06

STREET FUND

CASH IN BANK	\$ 1,363,969.75
NIB GENERAL FUND	\$ -
TDD PROPERTY RENTAL	\$ 16,532.72
GENERAL FUND MMA	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 41,458.25
CASH - MMA	\$ 5,632,838.59
MODOT RESERVE	\$ 1,624,577.31
INVESTMENT - CDS	\$ 562,514.83
STREET FUND TOTALS	\$ 9,241,891.45

RECREATION FUND

CASH IN BANK	\$ 214,794.04
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
RECREATION FUND TOTALS	\$ 214,794.04

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 532,686.19
CASH - HEALTH ACCOUNT	\$ 64,458.65
GENERAL FUND CREDIT CARD ACCOUNT	\$ 11,224.83
HEALTH FUND TOTALS	\$ 608,369.67

PARK FUND

CASH IN BANK	\$ (293,490.70)
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - GOLDMAN	\$ -
INVESTMENTS - PARK SALES TAX	\$ 18,523.11
PARKS CC	\$ 374.49
PARK FUND TOTALS	\$ (274,593.10)

PARK LAND RESERVE FUND

CASH IN BANK	\$ 18,671.81
PARK LAND RESERVE ACCOUNT	\$ -
PARK LAND RESERVE FUND TOTALS	\$ 18,671.81

GRAND TOTAL ALL FUNDS	\$ 18,807,829.08
------------------------------	-------------------------

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

01 -GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	12,102,500.00	1,021,096.67	0.00	8,859,645.48	0.00	3,242,854.52	73.21
LICENSES & PERMITS	244,000.00	45,884.40	0.00	209,750.03	0.00	34,249.97	85.96
INTERGOVERNMENTAL	318,000.00	42,057.99	0.00	271,426.92	0.00	46,573.08	85.35
CHARGES FOR SERVICE	2,464,875.00	248,648.04	0.00	1,077,534.77	0.00	1,387,340.23	43.72
FINES & FORFEITURES	164,000.00	14,288.88	0.00	105,324.77	0.00	58,675.23	64.22
MISCELLANEOUS	231,750.00	81,964.00	0.00	313,430.47	0.00	(81,680.47)	135.25
CONTRIBUTIONS TO/FROM	446,450.00	111,612.50	0.00	92,411.87	0.00	354,038.13	20.70
<u>** TOTAL REVENUES **</u>							
	15,971,575.00	1,565,552.48	0.00	10,929,524.31	0.00	5,042,050.69	68.43
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>GENERAL ADMINISTRATIVE</u>							
PERSONNEL	39,875.00	3,477.96	0.00	29,229.62	0.00	10,645.38	73.30
SUPPLIES & BUILDING MAIN	5,450.00	(88.34)	0.00	4,631.61	0.00	818.39	84.98
SERVICES	833,675.00	64,599.86	0.00	489,882.81	0.00	343,792.19	58.76
MAINTENENCE & IMPROVEMNT	700.00	0.00	0.00	0.00	0.00	700.00	0.00
CAPITAL EXPENDITURES	26,100.00	0.00	0.00	37,049.00	0.00	(10,949.00)	141.95
CATEGORY 6	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL GENERAL ADMINISTRATIVE	905,800.00	67,989.48	0.00	560,793.04	0.00	345,006.96	61.91
<u>ADMINISTRATION</u>							
PERSONNEL	374,500.00	22,896.14	0.00	277,485.82	0.00	97,014.18	74.10
SUPPLIES & BUILDING MAIN	1,650.00	87.22	0.00	892.85	0.00	757.15	54.11
SERVICES	44,400.00	1,903.60	0.00	21,384.45	0.00	23,015.55	48.16
MAINTENENCE & IMPROVEMNT	700.00	0.00	0.00	0.00	0.00	700.00	0.00
CAPITAL EXPENDITURES	<u>6,300.00</u>	<u>6,279.11</u>	<u>0.00</u>	<u>8,358.47</u>	<u>0.00</u>	(<u>2,058.47</u>)	<u>132.67</u>
TOTAL ADMINISTRATION	427,550.00	31,166.07	0.00	308,121.59	0.00	119,428.41	72.07
<u>LIBRARY</u>							
PERSONNEL	508,450.00	35,199.98	0.00	319,223.20	0.00	189,226.80	62.78
SUPPLIES & BUILDING MAIN	200.00	0.00	0.00	0.00	0.00	200.00	0.00
SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL LIBRARY	508,650.00	35,199.98	0.00	319,223.20	0.00	189,426.80	62.76
<u>FINANCE</u>							
PERSONNEL	405,550.00	20,718.47	0.00	205,581.41	0.00	199,968.59	50.69
SUPPLIES & BUILDING MAIN	13,300.00	126.63	0.00	8,706.19	0.00	4,593.81	65.46
SERVICES	317,100.00	769.63	0.00	152,186.36	0.00	164,913.64	47.99
MAINTENENCE & IMPROVEMNT	350.00	0.00	0.00	88.43	0.00	261.57	25.27
CAPITAL EXPENDITURES	<u>3,200.00</u>	<u>172.12</u>	<u>0.00</u>	<u>2,979.47</u>	<u>0.00</u>	<u>220.53</u>	<u>93.11</u>
TOTAL FINANCE	739,500.00	21,786.85	0.00	369,541.86	0.00	369,958.14	49.97
<u>LEGAL</u>							
PERSONNEL	30,150.00	2,318.62	0.00	21,783.44	0.00	8,366.56	72.25
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

01 -GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SERVICES	67,125.00	8,085.00	0.00	46,079.39	0.00	21,045.61	68.65
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL LEGAL	97,275.00	10,403.62	0.00	67,862.83	0.00	29,412.17	69.76
<u>COURT</u>							
PERSONNEL	152,350.00	7,428.74	0.00	90,108.42	0.00	62,241.58	59.15
SUPPLIES & BUILDING MAIN	4,550.00	618.17	0.00	2,316.90	0.00	2,233.10	50.92
SERVICES	12,350.00	482.09	0.00	11,011.07	0.00	1,338.93	89.16
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	<u>2,700.00</u>	<u>196.61</u>	<u>0.00</u>	<u>1,983.00</u>	<u>0.00</u>	<u>717.00</u>	<u>73.44</u>
TOTAL COURT	171,950.00	8,725.61	0.00	105,419.39	0.00	66,530.61	61.31
<u>TELECOMMUNICATIONS</u>							
PERSONNEL	1,485,800.00	109,676.61	0.00	905,690.64	0.00	580,109.36	60.96
SUPPLIES & BUILDING MAIN	86,050.00	5,220.83	0.00	48,289.27	0.00	37,760.73	56.12
SERVICES	238,010.00	3,095.46	0.00	155,880.32	0.00	82,129.68	65.49
MAINTENANCE & IMPROVEMNT	9,965.00	110.56	0.00	2,970.27	0.00	6,994.73	29.81
CAPITAL EXPENDITURES	<u>5,800.00</u>	<u>79.00</u>	<u>0.00</u>	<u>1,282.80</u>	<u>0.00</u>	<u>4,517.20</u>	<u>22.12</u>
TOTAL TELECOMMUNICATIONS	1,825,625.00	118,182.46	0.00	1,114,113.30	0.00	711,511.70	61.03
<u>ANIMAL CONTROL</u>							
PERSONNEL	142,450.00	10,381.47	0.00	100,384.44	0.00	42,065.56	70.47
SUPPLIES & BUILDING MAIN	12,050.00	821.88	0.00	8,759.88	0.00	3,290.12	72.70
SERVICES	32,250.00	533.25	0.00	24,105.09	0.00	8,144.91	74.74
MAINTENANCE & IMPROVEMNT	7,750.00	641.34	0.00	5,779.26	0.00	1,970.74	74.57
CAPITAL EXPENDITURES	52,325.00	88,397.22	0.00	291,483.70	171,014.22 (	410,172.92)	883.89
USE TAX EXPENDITURES	<u>176,900.00</u>	<u>541.16</u>	<u>0.00</u>	<u>112,134.59</u>	<u>0.00</u>	<u>64,765.41</u>	<u>63.39</u>
TOTAL ANIMAL CONTROL	423,725.00	101,316.32	0.00	542,646.96	171,014.22 (	289,936.18)	168.43
<u>POLICE</u>							
PERSONNEL	3,754,750.00	250,903.26	0.00	2,229,739.29	0.00	1,525,010.71	59.38
SUPPLIES & BUILDING MAIN	71,425.00	6,095.60	0.00	59,901.16	0.00	11,523.84	83.87
SERVICES	544,325.00	10,492.00	0.00	451,799.90	0.00	92,525.10	83.00
MAINTENANCE & IMPROVEMNT	317,550.00	29,221.23	0.00	202,646.89	6,318.00	108,585.11	65.81
CAPITAL EXPENDITURES	553,300.00	485.78	0.00	477,434.10	45,292.76	30,573.14	94.47
USE TAX EXPENDITURES	<u>709,250.00</u>	<u>51,929.64</u>	<u>0.00</u>	<u>462,674.56</u>	<u>14,518.00</u>	<u>232,057.44</u>	<u>67.28</u>
TOTAL POLICE	5,950,600.00	349,127.51	0.00	3,884,195.90	66,128.76	2,000,275.34	66.39
<u>FIRE</u>							
PERSONNEL	2,836,900.00	160,329.65	0.00	1,555,568.56	0.00	1,281,331.44	54.83
SUPPLIES & BUILDING MAIN	59,550.00	2,878.63	0.00	40,846.32	0.00	18,703.68	68.59
SERVICES	416,100.00	3,824.30	0.00	242,569.18	0.00	173,530.82	58.30
MAINTENANCE & IMPROVEMNT	303,350.00	16,795.92	0.00	138,560.11	6,395.00	158,394.89	47.78
CAPITAL EXPENDITURES	388,500.00	8,727.21	0.00	17,768.87	6,500.00	364,231.13	6.25
USE TAX EXPENDITURES	<u>735,750.00</u>	<u>63,083.18</u>	<u>0.00</u>	<u>445,535.05</u>	<u>0.00</u>	<u>290,214.95</u>	<u>60.56</u>
TOTAL FIRE	4,740,150.00	255,638.89	0.00	2,440,848.09	12,895.00	2,286,406.91	51.77
<u>ROLLA RURAL FIRE</u>							
PERSONNEL	0.00	45,652.23	0.00	452,041.59	0.00 (	452,041.59)	0.00

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:JUNE 30TH, 2026

01 -GENERAL FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ROLLA RURAL FIRE	0.00	45,652.23	0.00	452,041.59	0.00	(452,041.59)	0.00
<u>BUILDING MAINT</u>							
PERSONNEL	24,760.00	1,538.70	0.00	14,465.17	0.00	10,294.83	58.42
SUPPLIES & BUILDING MAIN	40,000.00	2,953.70	0.00	27,268.58	0.00	12,731.42	68.17
SERVICES	39,520.00	585.00	0.00	28,329.49	0.00	11,190.51	71.68
MAINTENANCE & IMPROVEMNT	40,100.00	30.15	0.00	10,970.07	0.00	29,129.93	27.36
CAPITAL EXPENDITURES	<u>54,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,675.77</u>	<u>0.00</u>	<u>50,824.23</u>	<u>6.74</u>
TOTAL BUILDING MAINT	198,880.00	5,107.55	0.00	84,709.08	0.00	114,170.92	42.59
<u>COMMUNITY DEVELOP</u>							
PERSONNEL	594,300.00	38,748.97	0.00	343,330.97	0.00	250,969.03	57.77
SUPPLIES & BUILDING MAIN	2,300.00	214.08	0.00	2,668.54	0.00	(368.54)	116.02
SERVICES	83,745.00	126.00	0.00	72,109.49	0.00	11,635.51	86.11
MAINTENANCE & IMPROVEMNT	5,000.00	741.97	0.00	3,439.00	0.00	1,561.00	68.78
CAPITAL EXPENDITURES	<u>2,400.00</u>	<u>172.13</u>	<u>0.00</u>	<u>2,002.04</u>	<u>0.00</u>	<u>397.96</u>	<u>83.42</u>
TOTAL COMMUNITY DEVELOP	687,745.00	40,003.15	0.00	423,550.04	0.00	264,194.96	61.59
<u>ECONOMIC DEVELOP</u>							
SUPPLIES & BUILDING MAIN	50.00	0.00	0.00	0.00	0.00	50.00	0.00
SERVICES	50,345.00	0.00	0.00	41,146.00	0.00	9,199.00	81.73
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,730.82</u>	<u>0.00</u>	<u>(1,730.82)</u>	<u>0.00</u>
TOTAL ECONOMIC DEVELOP	50,395.00	0.00	0.00	42,876.82	0.00	7,518.18	85.08
TOTAL EXPENDITURES	16,727,845.00	1,090,299.72	0.00	10,715,943.69	250,037.98	5,761,863.33	65.56
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	(756,270.00)	475,252.76	0.00	213,580.62	(250,037.98)	(719,812.64)	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

02 -SEWER
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	320,500.00	9,231.05	0.00	141,362.39	0.00	179,137.61	44.11
CHARGES FOR SERVICE	5,870,500.00	945,143.63	0.00	3,737,224.26	0.00	2,133,275.74	63.66
MISCELLANEOUS	(348,900.00)	(87,357.21)	0.00	(259,370.59)	0.00	(89,529.41)	74.34
CONTRIBUTIONS TO/FROM	(190,600.00)	(47,650.00)	0.00	(142,950.00)	0.00	(47,650.00)	75.00
CATEGORY 9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
** TOTAL REVENUES **	5,651,500.00	819,367.47	0.00	3,476,266.06	0.00	2,175,233.94	61.51
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>SEWER</u>							
PERSONNEL	1,284,650.00	76,978.78	0.00	727,178.86	0.00	557,471.14	56.61
SUPPLIES & BUILDING MAIN	440,500.00	40,234.49	0.00	324,238.23	0.00	116,261.77	73.61
SERVICES	581,450.00	70,789.89	0.00	497,831.53	0.00	83,618.47	85.62
MAINTENANCE & IMPROVEMNT	905,200.00	43,495.22	0.00	486,477.90	39,600.02	379,122.08	58.12
CAPITAL EXPENDITURES	<u>2,035,000.00</u>	<u>613,454.54</u>	<u>0.00</u>	<u>2,329,014.53</u>	<u>0.00</u>	<u>(294,014.53)</u>	<u>114.45</u>
TOTAL SEWER	5,246,800.00	844,952.92	0.00	4,364,741.05	39,600.02	842,458.93	83.94
TOTAL EXPENDITURES	5,246,800.00	844,952.92	0.00	4,364,741.05	39,600.02	842,458.93	83.94
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	404,700.00	(25,585.45)	0.00	(888,474.99)	(39,600.02)	1,332,775.01	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

03 -ENVIRONMENTAL SERVICES
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	39,000.00	1,800.00	0.00	9,687.02	0.00	29,312.98	24.84
CHARGES FOR SERVICE	4,656,250.00	691,226.61	0.00	3,176,657.55	0.00	1,479,592.45	68.22
MISCELLANEOUS	447,500.00	1,383.11	0.00	335,854.04	0.00	111,645.96	75.05
CONTRIBUTIONS TO/FROM CATEGORY 9	(262,225.00) (0.00)	65,556.25) (0.00)	0.00 (0.00)	196,668.75) (0.00)	0.00 (0.00)	65,556.25) (0.00)	75.00 (0.00)
** TOTAL REVENUES **	4,880,525.00	628,853.47	0.00	3,325,529.86	0.00	1,554,995.14	68.14
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>RECYCLING</u>							
PERSONNEL	370,250.00	20,649.77	0.00	168,680.43	0.00	201,569.57	45.56
SUPPLIES & BUILDING MAIN SERVICES	11,830.00 65,050.00	933.31 2,592.42	0.00 0.00	7,417.49 50,639.84	0.00 0.00	4,412.51 14,410.16	62.70 77.85
MAINTENANCE & IMPROVEMNT	103,450.00	3,083.66	0.00	82,174.73	0.00	21,275.27	79.43
CAPITAL EXPENDITURES	<u>7,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>597.55</u>	<u>0.00</u>	<u>6,902.45</u>	<u>7.97</u>
TOTAL RECYCLING	558,080.00	27,259.16	0.00	309,510.04	0.00	248,569.96	55.46
<u>SANITATION</u>							
PERSONNEL	1,328,100.00	75,715.78	0.00	726,716.93	0.00	601,383.07	54.72
SUPPLIES & BUILDING MAIN SERVICES	17,200.00 285,600.00	644.47 1,915.29	0.00 0.00	10,886.48 196,819.33	0.00 0.00	6,313.52 88,780.67	63.29 68.91
MAINTENANCE & IMPROVEMNT	1,589,300.00	21,873.33	0.00	1,143,893.75	0.00	445,406.25	71.97
CAPITAL EXPENDITURES	<u>588,000.00</u>	<u>152.50</u>	<u>0.00</u>	<u>745,812.35</u>	<u>2,225.00</u>	<u>(160,037.35)</u>	<u>127.22</u>
TOTAL SANITATION	3,808,200.00	100,301.37	0.00	2,824,128.84	2,225.00	981,846.16	74.22
<u>VEHICLE MAINT</u>							
PERSONNEL	281,230.00	15,175.57	0.00	140,299.43	0.00	140,930.57	49.89
SUPPLIES & BUILDING MAIN SERVICES	345,510.00 33,325.00	32,612.91 0.00	0.00 0.00	261,685.61 27,357.55	0.00 0.00	83,824.39 5,967.45	75.74 82.09
MAINTENANCE & IMPROVEMNT	4,050.00	240.85	0.00	1,515.21	0.00	2,534.79	37.41
CAPITAL EXPENDITURES	<u>9,000.00</u>	<u>4,482.58</u>	<u>0.00</u>	<u>5,251.60</u>	<u>0.00</u>	<u>3,748.40</u>	<u>58.35</u>
TOTAL VEHICLE MAINT	673,115.00	52,511.91	0.00	436,109.40	0.00	237,005.60	64.79
TOTAL EXPENDITURES	5,039,395.00	180,072.44	0.00	3,569,748.28	2,225.00	1,467,421.72	70.88
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	(158,870.00)	448,781.03	0.00	(244,218.42)	(2,225.00)	87,573.42	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

04 - ARPA FUNDS
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	743,000.00	0.00	0.00	0.00	0.00	743,000.00	0.00
MISCELLANEOUS	8,000.00	0.00	0.00	0.00	0.00	8,000.00	0.00
** TOTAL REVENUES **	751,000.00	0.00	0.00	0.00	0.00	751,000.00	0.00
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
SERVICES	90,000.00	0.00	0.00	0.00	0.00	90,000.00	0.00
CAPITAL EXPENDITURES	<u>85,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>85,000.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0.00
<u>COURT</u>							
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL COURT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>FINANCE</u>							
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL FINANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>TELECOMMUNICATIONS</u>							
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TELECOMMUNICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>POLICE</u>							
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL POLICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>FIRE</u>							
CAPITAL EXPENDITURES	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0.00</u>
TOTAL FIRE	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
<u>SEWER</u>							
CAPITAL EXPENDITURES	<u>587,361.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>587,361.00</u>	<u>0.00</u>
TOTAL SEWER	587,361.00	0.00	0.00	0.00	0.00	587,361.00	0.00
<u>PARKS</u>							
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>CENTRE</u>							
CAPITAL EXPENDITURES	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0.00</u>
TOTAL CENTRE	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
<u>COMMUNITY DEVELOPMENT</u>							

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:JUNE 30TH, 2026

04 -ARPA FUNDS
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL COMMUNITY DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANIMAL CONTROL							
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ANIMAL CONTROL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	892,361.00	0.00	0.00	0.00	0.00	892,361.00	0.00
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	(141,361.00)	0.00	0.00	0.00	0.00	(141,361.00)	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:JUNE 30TH, 2026

05 -AIRPORT
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	1,240,793.00	0.00	0.00	4,766.80	0.00	1,236,026.20	0.38
CHARGES FOR SERVICE	380,000.00	24,153.59	0.00	236,839.66	0.00	143,160.34	62.33
MISCELLANEOUS	629,100.00	126,209.12	0.00	472,018.30	0.00	157,081.70	75.03
CONTRIBUTIONS TO/FROM	(51,850.00)	(12,962.50)	0.00	(38,887.50)	0.00	(12,962.50)	75.00
** TOTAL REVENUES **	2,198,043.00	137,400.21	0.00	674,737.26	0.00	1,523,305.74	30.70
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>AIRPORT</u>							
PERSONNEL	230,650.00	15,465.36	0.00	148,625.78	0.00	82,024.22	64.44
SUPPLIES & BUILDING MAIN	14,100.00	888.33	0.00	12,263.57	0.00	1,836.43	86.98
SERVICES	652,500.00	260,335.93	0.00	466,253.69	0.00	186,246.31	71.46
MAINTENENCE & IMPROVEMNT	1,046,500.00	3,719.49	0.00	25,600.58	0.00	1,020,899.42	2.45
CAPITAL EXPENDITURES	<u>265,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>67,382.06</u>	<u>0.00</u>	<u>198,117.94</u>	<u>25.38</u>
TOTAL AIRPORT	2,209,250.00	280,409.11	0.00	720,125.68	0.00	1,489,124.32	32.60
TOTAL EXPENDITURES	2,209,250.00	280,409.11	0.00	720,125.68	0.00	1,489,124.32	32.60
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	(11,207.00)	(143,008.90)	0.00	(45,388.42)	0.00	34,181.42	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:JUNE 30TH, 2026

06 -CEMETERY
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	43,000.00	144.25	0.00	27,349.45	0.00	15,650.55	63.60
** TOTAL REVENUES **	43,000.00	144.25	0.00	27,349.45	0.00	15,650.55	63.60
=====							
<u>EXPENDITURE SUMMARY</u>							
<u>CEMETERY</u>							
CAPITAL EXPENDITURES	5,000.00	0.00	0.00	3,971.28	0.00	1,028.72	79.43
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CEMETERY	5,000.00	0.00	0.00	3,971.28	0.00	1,028.72	79.43
TOTAL EXPENDITURES	5,000.00	0.00	0.00	3,971.28	0.00	1,028.72	79.43
=====							
REVENUE OVER/ (UNDER) EXPENDITURES	38,000.00	144.25	0.00	23,378.17	0.00	14,621.83	0.00
=====							

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:JUNE 30TH, 2026

07 -STREET
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	6,772,000.00	548,510.59	0.00	5,135,018.42	0.00	1,636,981.58	75.83
LICENSES & PERMITS	12,500.00	3,750.00	0.00	10,258.87	0.00	2,241.13	82.07
INTERGOVERNMENTAL	1,487,500.00	0.00	0.00	121,678.29	0.00	1,365,821.71	8.18
CHARGES FOR SERVICE	150,000.00	0.00	0.00	7,085.50	0.00	142,914.50	4.72
MISCELLANEOUS	(372,850.00)	(135,661.48)	0.00	(342,532.80)	0.00	(30,317.20)	91.87
CONTRIBUTIONS TO/FROM	(240,625.00)	(60,156.25)	0.00	(180,468.75)	0.00	(60,156.25)	75.00
<u>** TOTAL REVENUES **</u>							
	7,808,525.00	356,442.86	0.00	4,751,039.53	0.00	3,057,485.47	60.84
	=====	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

<u>STREET</u>							
PERSONNEL	1,489,050.00	87,415.03	0.00	890,848.86	0.00	598,201.14	59.83
SUPPLIES & BUILDING MAIN	33,120.00	2,616.00	0.00	26,442.83	0.00	6,677.17	79.84
SERVICES	672,700.00	9,500.98	0.00	333,895.02	0.00	338,804.98	49.64
MAINTENANCE & IMPROVEMNT	1,027,200.00	34,980.54	0.00	480,287.04	0.00	546,912.96	46.76
CAPITAL EXPENDITURES	7,515,000.00	54,402.84	0.00	1,683,036.63	208,608.00	5,623,355.37	25.17
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL STREET	10,737,070.00	188,915.39	0.00	3,414,510.38	208,608.00	7,113,951.62	33.74

<u>MOVE ROLLA TDD</u>							
PERSONNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CATEGORY 6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USE TAX EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MOVE ROLLA TDD	0.00	0.00	0.00	0.00	0.00	0.00	0.00

<u>ENGINEERING</u>							
PERSONNEL	1,169,300.00	66,864.78	0.00	637,468.37	0.00	531,831.63	54.52
SUPPLIES & BUILDING MAIN	5,500.00	2,019.12	0.00	5,463.66	0.00	36.34	99.34
SERVICES	215,175.00	15,906.64	0.00	186,412.21	4,630.00	24,132.79	88.78
MAINTENANCE & IMPROVEMNT	8,500.00	1,021.78	0.00	9,102.09	0.00	(602.09)	107.08
CAPITAL EXPENDITURES	5,100.00	443.30	0.00	3,144.89	0.00	1,955.11	61.66
TOTAL ENGINEERING	1,403,575.00	86,255.62	0.00	841,591.22	4,630.00	557,353.78	60.29

TOTAL EXPENDITURES	12,140,645.00	275,171.01	0.00	4,256,101.60	213,238.00	7,671,305.40	36.81
	=====	=====	=====	=====	=====	=====	=====

REVENUE OVER/ (UNDER) EXPENDITURES	(4,332,120.00)	81,271.85	0.00	494,937.93	(213,238.00)	(4,613,819.93)	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

08 -RECREATION
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	100.00	0.00	0.00	25.60	0.00	74.40	25.60
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CHARGES FOR SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	300,000.00	0.00	0.00	0.00	0.00	300,000.00	0.00
CONTRIBUTIONS TO/FROM	400,000.00	100,000.00	0.00	550,000.00	0.00 (	150,000.00)	137.50
** TOTAL REVENUES **	700,100.00	100,000.00	0.00	550,025.60	0.00	150,074.40	78.56
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>AQUATIC</u>							
PERSONNEL	<u>5,150.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,150.00</u>	<u>0.00</u>
TOTAL AQUATIC	5,150.00	0.00	0.00	0.00	0.00	5,150.00	0.00
<u>ADMINISTRATION</u>							
SUPPLIES & BUILDING MAIN	50.00	0.00	0.00	12.87	0.00	37.13	25.74
SERVICES	580,200.00	18,950.00	0.00	332,051.23	0.00	248,148.77	57.23
MAINTENANCE & IMPROVEMNT	500.00	0.00	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	<u>36,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,728.92</u>	<u>0.00</u>	<u>25,771.08</u>	<u>29.39</u>
TOTAL ADMINISTRATION	617,250.00	18,950.00	0.00	342,793.02	0.00	274,456.98	55.54
<u>MAINTENANCE</u>							
PERSONNEL	2,675.00	0.00	0.00	156.48	0.00	2,518.52	5.85
SUPPLIES & BUILDING MAIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SERVICES	50,350.00	0.00	0.00	42,405.09	0.00	7,944.91	84.22
MAINTENANCE & IMPROVEMNT	<u>15,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>214.00</u>	<u>0.00</u>	<u>15,286.00</u>	<u>1.38</u>
TOTAL MAINTENANCE	68,525.00	0.00	0.00	42,775.57	0.00	25,749.43	62.42
TOTAL EXPENDITURES	690,925.00	18,950.00	0.00	385,568.59	0.00	305,356.41	55.80
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	9,175.00	81,050.00	0.00	164,457.01	0.00 (	155,282.01)	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

11 -PARK
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,795,850.00	124,808.46	0.00	1,406,910.31	0.00	388,939.69	78.34
INTERGOVERNMENTAL	564,450.00	0.00	0.00	29,001.50	0.00	535,448.50	5.14
CHARGES FOR SERVICE	250,725.00	80,944.44	0.00	217,911.19	0.00	32,813.81	86.91
MISCELLANEOUS	481,000.00	121,137.72	0.00	364,626.47	0.00	116,373.53	75.81
CONTRIBUTIONS TO/FROM	(101,150.00)	(25,287.50)	0.00	(75,862.50)	0.00	(25,287.50)	75.00
** TOTAL REVENUES **	2,990,875.00	301,603.12	0.00	1,942,586.97	0.00	1,048,288.03	64.95
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL	223,100.00	14,057.28	0.00	124,390.14	0.00	98,709.86	55.76
SUPPLIES & BUILDING MAIN	1,600.00	0.00	0.00	678.37	0.00	921.63	42.40
SERVICES	46,600.00	26.24	0.00	31,253.81	0.00	15,346.19	67.07
MAINTENANCE & IMPROVEMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	2,400.00	194.52	0.00	1,516.75	0.00	883.25	63.20
TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ADMINISTRATION	273,700.00	14,278.04	0.00	157,839.07	0.00	115,860.93	57.67
<u>PARKS</u>							
PERSONNEL	679,300.00	55,337.76	0.00	446,076.87	0.00	233,223.13	65.67
SUPPLIES & BUILDING MAIN	33,500.00	2,768.09	0.00	22,155.04	0.00	11,344.96	66.13
SERVICES	122,650.00	2,248.00	0.00	85,712.38	0.00	36,937.62	69.88
MAINTENANCE & IMPROVEMNT	85,225.00	11,012.03	0.00	388,487.79	30,354.56	(333,617.35)	491.45
CAPITAL EXPENDITURES	<u>1,194,450.00</u>	<u>41,547.50</u>	<u>0.00</u>	<u>487,508.98</u>	<u>42,267.89</u>	<u>664,673.13</u>	<u>44.35</u>
TOTAL PARKS	2,115,125.00	112,913.38	0.00	1,429,941.06	72,622.45	612,561.49	71.04
<u>SPLASHZONE</u>							
PERSONNEL	212,165.00	46,234.92	0.00	94,227.70	0.00	117,937.30	44.41
SUPPLIES & BUILDING MAIN	78,970.00	23,930.00	0.00	43,112.74	0.00	35,857.26	54.59
SERVICES	29,790.00	3,922.00	0.00	21,197.72	0.00	8,592.28	71.16
MAINTENANCE & IMPROVEMNT	23,350.00	3,526.77	0.00	102,928.57	14,920.00	(94,498.57)	504.70
CAPITAL EXPENDITURES	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
TOTAL SPLASHZONE	349,275.00	77,613.69	0.00	261,466.73	14,920.00	72,888.27	79.13
<u>OUTDOOR RECREATION</u>							
PERSONNEL	171,100.00	28,536.90	0.00	78,523.76	0.00	92,576.24	45.89
SUPPLIES & BUILDING MAIN	21,100.00	2,808.75	0.00	9,044.81	0.00	12,055.19	42.87
SERVICES	14,900.00	145.50	0.00	17,881.57	0.00	(2,981.57)	120.01
MAINTENANCE & IMPROVEMNT	250.00	306.87	0.00	306.87	0.00	(56.87)	122.75
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OUTDOOR RECREATION	207,350.00	31,798.02	0.00	105,757.01	0.00	101,592.99	51.00
TOTAL EXPENDITURES	2,945,450.00	236,603.13	0.00	1,955,003.87	87,542.45	902,903.68	69.35
REVENUE OVER/ (UNDER) EXPENDITURES	45,425.00	64,999.99	0.00	(12,416.90)	(87,542.45)	145,384.35	0.00

*** END OF REPORT ***

CITY OF ROLLA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2026

12 -PARK LAND RESERVE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	16,260.00	25,704.63	0.00	25,710.97	0.00 (	9,450.97)	158.12
CONTRIBUTIONS TO/FROM	0.00	0.00	0.00 (	7,574.37)	0.00	7,574.37	0.00
** TOTAL REVENUES **	16,260.00	25,704.63	0.00	18,136.60	0.00 (	1,876.60)	111.54
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
<u>PARK LAND RESERVE</u>							
CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARK LAND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	16,260.00	25,704.63	0.00	18,136.60	0.00 (	1,876.60)	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***



Report to:
ROLLA CITY COUNCIL

Case No.: ZON26-012

MEETING DATE: July 20, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

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

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Public Notice Letter; Zoning Exhibit; Ordinance

Application and Notice:

Applicant - Ed Schmelz of ELS Rolla, LLC
Owner - Lawrence A West Jr. of Lizar Botogi Investments, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; [The City of Rolla](#)
City Council Date - July 20, 2026

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

The subject property was formerly a mobile home park. The mobile home park was discontinued and listed for sale approximately 10 years ago.

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

Property Details:

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

Public Facilities/Improvements:

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

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

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

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

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

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

Findings:

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

Recommendation:

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

BILL # 2026-07
ORDINANCE # _____

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

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on July 14, 2026 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its July 20, 2026 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

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

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

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

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

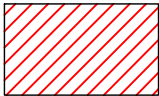
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 3rd DAY OF AUGUST 2026.

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

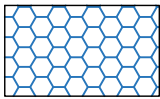
Attest: _____
City Clerk

Approved as to form: _____
City Counselor

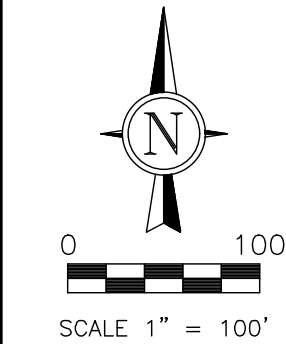
REZONE EXHIBIT



REZONE FROM C-2 TO R-3



TO REMAIN R-3



WUNDERLICH

SURVEYING & ENGINEERING INC.

512 EAST MAIN STREET

UNION, MO 63084 (636) 583-8400

SCALE: 1"=100'

JOB: 32663

DATE: 6/10/2026

DWN: OS

REV:

PRELIMINARY

NOT FOR CONSTRUCTION

1

OF

1

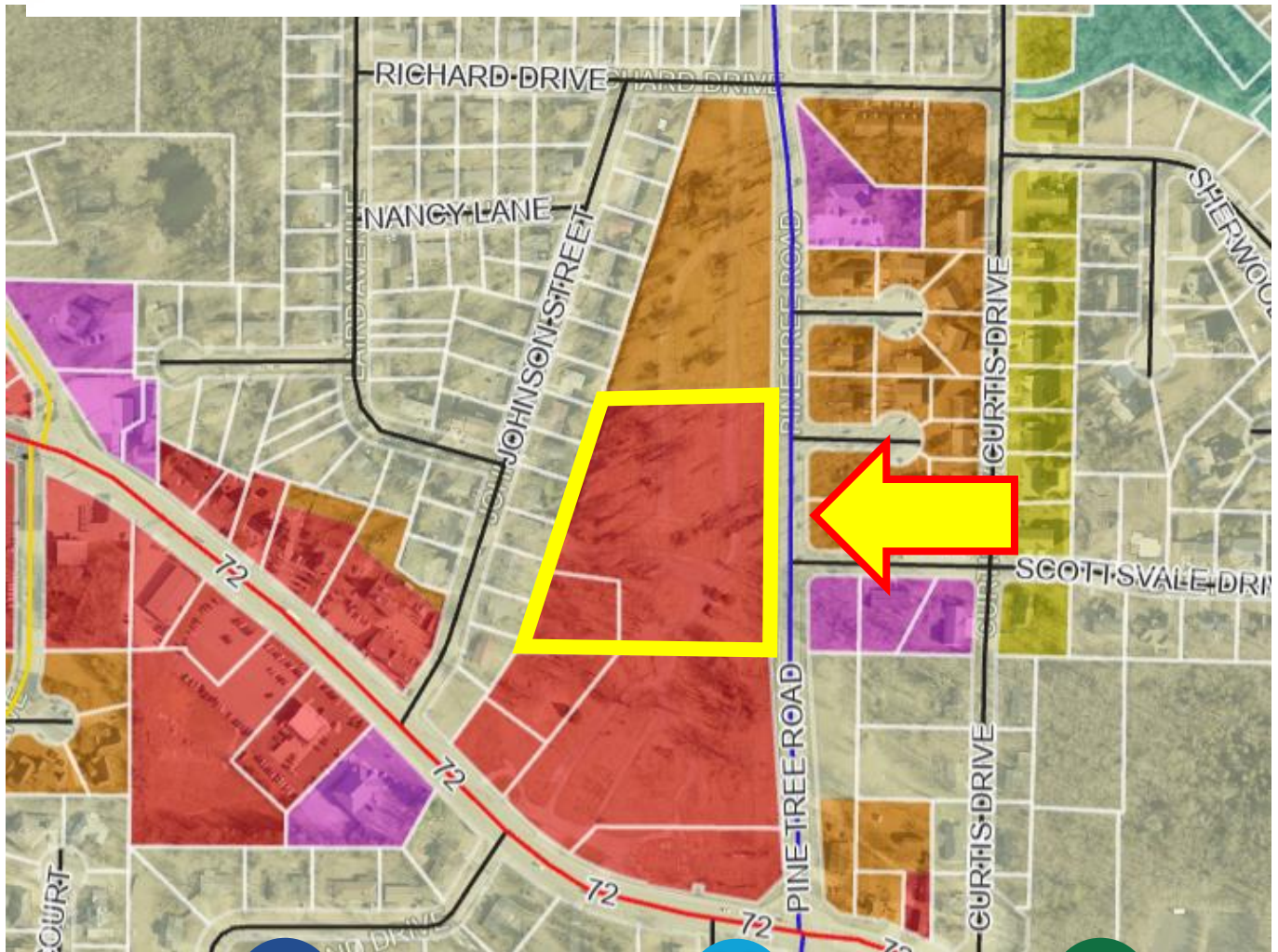
WSE

WUNDERLICH SURVEYING & ENGINEERING

REZONE EXHIBIT

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

Page 33



Project Information:

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



Public Hearings:

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

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



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

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

What is a Rezoning (Map Amendment)?

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

What is Zoning?

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

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

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





Report to:
ROLLA CITY COUNCIL

Case No.: FP26-024

MEETING DATE: July 20, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing /First Reading

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

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Area Map, Cantex-Rolla Addition Final Plat; Ordinance

Application and Notice:

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

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

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

Property Details:

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

Public Facilities/Improvements:

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

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

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

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

Findings:

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

Recommendation:

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

BILL # 2026-08
ORDINANCE # _____

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

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on July 14, 2026 and recommended the City Council approve the final plat and vacation of a portion of Industrial Park Drive; and

WHEREAS, the Rolla City Council, during its July 20, 2026 meeting, conducted a public hearing concerning the proposed final plat and vacation to hear the first reading of the attached ordinance;

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

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

SECTION 1: An ordinance approving the Final Plat of Cantex-Rolla Addition, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process, and accepting the easements dedicated therein.

SECTION 2: The said area to be vacated is shown on the attached exhibit and more particularly described as follows:

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

All that part of Industrial Park Drive per the plat of ROLLA INDUSTRIAL PARK WEST SUBDIVISION, Rolla, Missouri more particularly described as follows: Beginning at the Southeast Corner of Lot 10 of said ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence westerly, 95.61 feet along the arc of a curve, concave southerly with a radius of 875.00 feet,

the chord of which is North 85°41'40" West, 95.57 feet, and, North 88°49'40" West, 184.26 feet, and, North 88°49'20" West, 156.99 feet, all along the North right of way of the aforesaid Industrial Park Drive; thence South 0°19'20" West, 50.01 feet to the South right of way of said Industrial Park Drive; thence South 88°49'40" East, 334.08 feet, and, easterly, 102.60 feet along the arc of a curve, concave southerly with a radius of 700.00 feet, the chord of which is South 84°34'50" East, 102.50 feet, all along said South right of way to the East line of the aforesaid ROLLA INDUSTRIAL PARK WEST SUBDIVISION; thence North 0°46'10" East, 52.35 feet along said East line to the point of beginning. Per plat of survey J-6826A, by CM Archer Group, P.C.

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

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

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

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

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

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

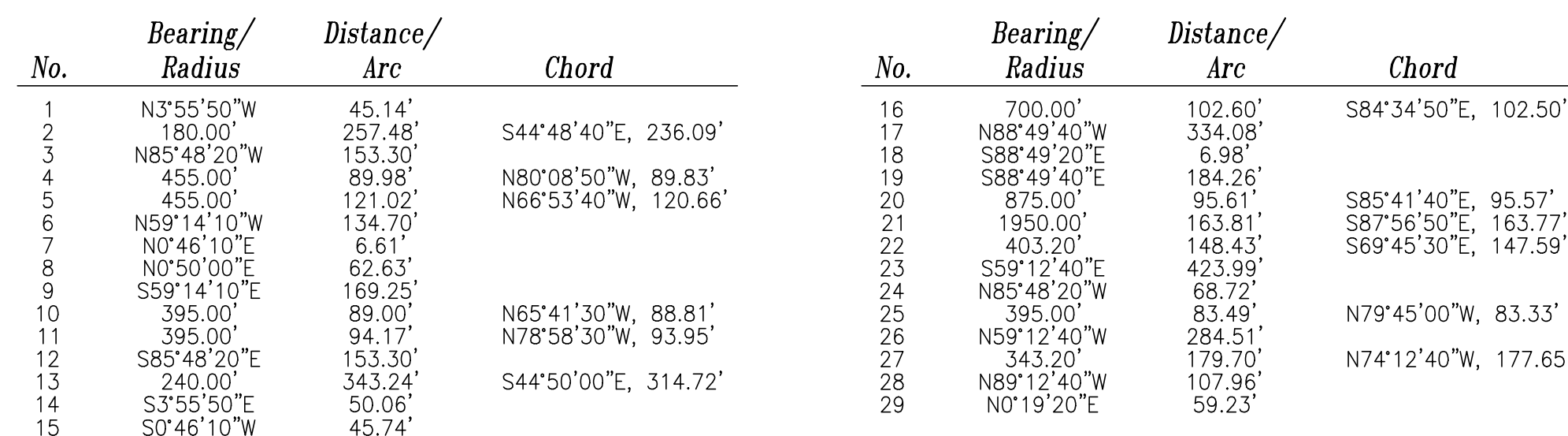
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 3rd DAY OF AUGUST 2026.

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

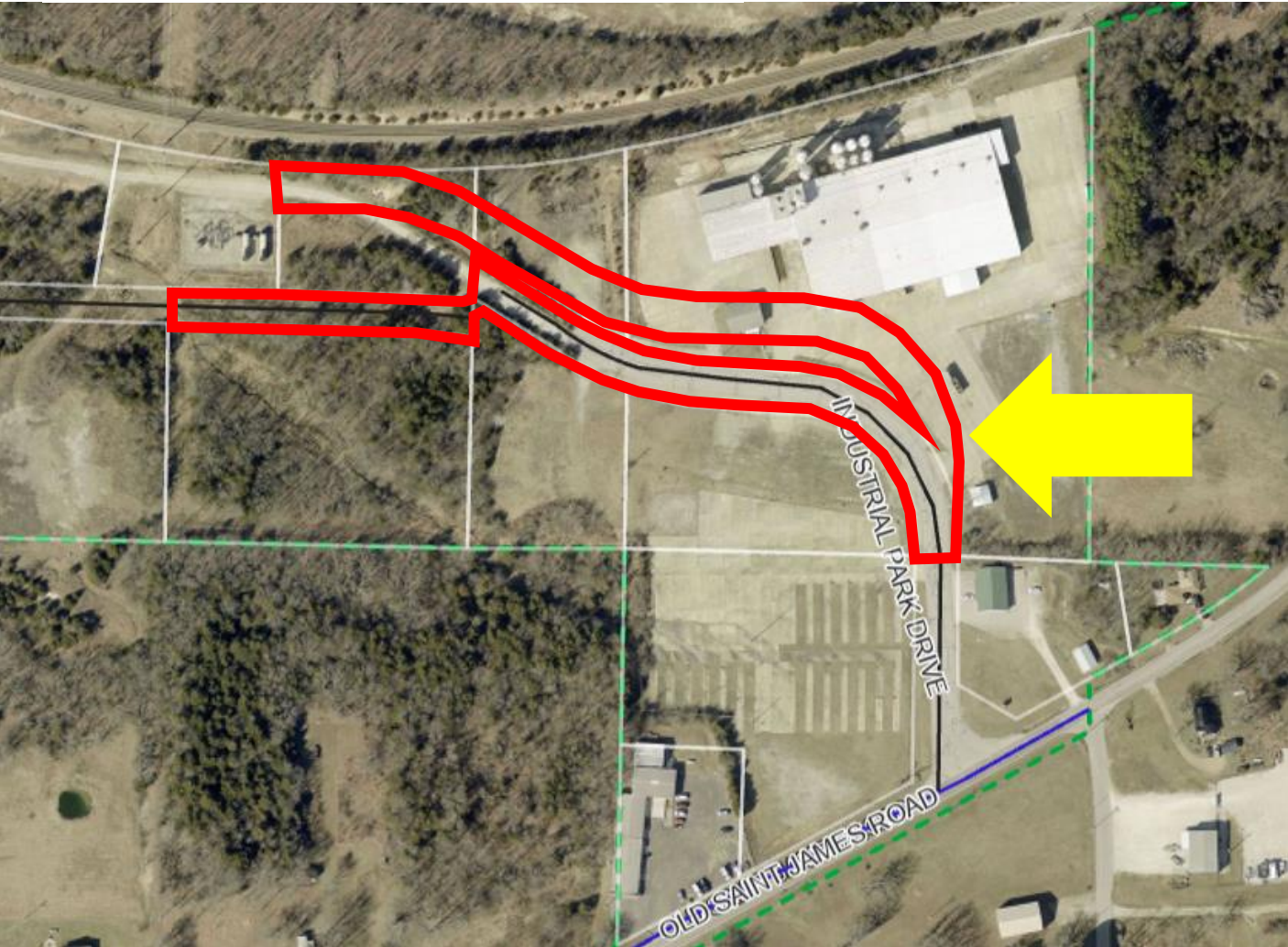
Attest: _____
City Clerk

Approved as to form: _____
City Counselor

***A Lot Consolidation plat of Lot Consolidation Plat of Lots 9,
10 & 11, ROLLA INDUSTRIAL PARK WEST & Lots 1 & Part
of Lot 2, ROLLA INDUSTRIAL PARK, Rolla, Missouri***



	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: 2030232812 D: LS: 2046017577 D: A:2016011719			



Project Information:

Case No: VOR26-019
 Location: 2021 Industrial Park Drive

 Applicant: Rolla Community Development Corporation and SCOA Acquisition Group

 Request: Vacation of a portion of Industrial Park Drive

Public Hearings:

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

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

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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

Page 42



What is a Vacation?

A vacation is an application to vacate (or remove) all or a portion of a right-of-way adjacent to a property or an easement on a property. The right-of-way or easement must be found to no longer serve any current or future purpose.

What is a Right-of-Way?

In the context of a vacation application, a right-of-way refers to the area which has been dedicated to the City – usually for a public street. An easement is a portion of land that has granted the City the right to use a private property for some public purpose – usually for utilities, drainage, or access.

How Will This Impact My Property?

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

What If I Have Concerns About the Proposal?

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

What If I Cannot Attend the Meeting?

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

What If I Have More Questions?

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

LEGAL DESCRIPTION

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

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

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

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

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

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





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

MEETING DATE: July 20, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

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

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Proposed Text Amendment; Ordinance

Application and Notice:

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

Discussion:

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

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

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

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

Findings:

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

Recommendation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

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

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

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

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

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

Section 42-312. Required Parking Spaces.

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

Section 42-314. Bicycle Parking.

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

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

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

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

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

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

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

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

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

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

MEDICAL MARIJUANA PATIENT — A person qualifying under the Missouri State

Constitution to receive medical marijuana.

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

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

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

Section 42-710. Zoning Use Table

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

P - Permitted

C - Conditional Use

X - Not Permitted

* - w/restrictions

- (Commercial Use)

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

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

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



Report to:
ROLLA CITY COUNCIL

Case No.: ZON26-020

MEETING DATE: July 20, 2026

DEPARTMENT: Community Development

ACTION REQUESTED: Postpone to August 17, 2026

SUBJECT: Map Amendment to rezone certain properties adjacent to the downtown area from their current zoning designation to the C-C, Center-City district

PRESENTED BY: Dawn Bell, Community Development Director

ATTACHMENTS: (none)

Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on July 14, 2026. The Commission heard from several citizens with concerns about the proposed rezoning. The Commission voted 5-0 to table the consideration to their August 11 Planning and Zoning Commission meeting in order to consider the concerns and receive legal guidance.

Notice has been provided for the City Council to conduct a public hearing on the rezoning at the July 20, 2026 City Council meeting. Staff recommends that the City Council postpone the public hearing to the August 17, 2026 City Council meeting to allow for the Planning and Zoning Commission to conclude their discussion and make a recommendation.



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Ordinance

SUBJECT: Alley Access at Highway 72

PREPARED BY: Darin Pryor

ATTACHMENTS: Map

(CASE/PROJECT #)

MEETING DATE: July 20, 2026

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

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

Fiscal considerations: \$500 for signage.

Recommendation:

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

BILL # 2026-02
ORDINANCE # _____

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

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

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

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

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

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

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

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

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

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor

RIDGEVIEW ROAD

Alley Access

72

WALKER AVENUE

Alley

SPILMAN AVENUE

STROBACH STREET



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NOAA, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS User community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Approve ordinance

SUBJECT: Sale of remnant parcels

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Ordinance, proposed contract

(CASE/PROJECT #)

MEETING DATE: July 20, 2026

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

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

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

The contract also contains a provision requiring the City to rezone the area in question to C-2 Commercial zoning. The requested zoning is in conformance with the City's recently adopted 2050 Comprehensive Plan. The parcels that the remnants will be combined with are already zoned C-2 Commercial. This zoning is consistent with the zoning of the surrounding properties west of the railroad tracks.

Fiscal considerations: M & L Development, LLC offered to purchase the remnant properties for \$25,000. These remnant properties are generating no revenue and have no ability to be developed without combining them with the adjoining properties that are under contract to M & L Development,

LLC. Aggregating the properties into a larger parcel allows the area to be improved to support future development which will generate revenues for the City and underlying taxing districts. The adopted and future budgets did not anticipate receiving any revenues from the sale of these remnant parcels.

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

Bill No. 2026-03

Ordinance No. _____

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

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

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

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

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

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

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

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

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

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

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



Vacant Land and Lots Sale Contract

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

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

3 **1. PROPERTY.**

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

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

9 ☐ (Check box if legal description attached)

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

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

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

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

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

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

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

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

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

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

28 **3. CLOSING.**

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

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

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

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

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

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

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

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

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

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

59 _____
 60 _____
 61 _____

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

63 _____
 64 _____
 65 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 64

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

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

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

7. INSPECTIONS.

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

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

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

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

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

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

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

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

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

239 **9. LOSS/CONDEMNATION.**

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

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

10. ADJUSTMENTS/CLOSING COSTS.

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

Buyer shall pay for (where applicable):

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

Seller shall pay for (where applicable):

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

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

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

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

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.

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

12. ENTIRE AGREEMENT/MODIFICATION.

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

13. DEFAULT/REMEDIES.

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

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

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

14. PREVAILING PARTY.

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

15 SELLER'S DISCLOSURE STATEMENT. (check one)

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

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

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

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

16. LEAD-BASED PAINT DISCLOSURE.

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

17. WALK-THROUGHS/UTILITIES.

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

18. SIGNATURES.

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

19. GOVERNING LAW/CONSTRUCTION.

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

20. NOTICES.

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

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

- ☐ Back-Up Contract Rider (MSC-2023R) ☒ Other Proposed Lots Aerial
- ☐ Other _____ ☐ Other _____

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

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

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

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

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

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

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

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

428 **25. BROKERAGE RELATIONSHIP.**

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

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

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

Licensee assisting Seller is a: (Check applicable boxes)

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

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

442 _____
443 **Buyer Broker Firm Name**

444 Broker's Firm State License # _____

445 By (Signature) _____

446 Licensee's Printed Name: _____

447 Licensee's State License # _____

448 Date: _____

Seller Broker Firm Name

Broker's Firm State License # _____

By (Signature) _____

Licensee's Printed Name: _____

Licensee's State License # **1999022373**

Date: _____

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

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

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

473 **27. SALES INFORMATION.**

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

477 **28. FEDERAL REGULATIONS.**

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

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

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

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

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

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

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

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

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

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

507	<u>Mike Woessner</u>	5/19/2026 11:41 AM CDT		
508	BUYER	Date	SELLER	Date and Time
509	<i>Print Name:</i> <u>M & L Development LLC</u>		<i>Print Name:</i> <u>City of Rolla</u>	

510				
511	BUYER	Date	SELLER	Date and Time
512	<i>Print Name:</i> _____		<i>Print Name:</i> _____	

513	If signing on behalf of a trust or other legal entity,	If signing on behalf of a trust or other legal entity, please
514	print its name and your title below:	please print its name and your title below:
515	<u>M & L Development LLC</u>	<u>City of Rolla</u>
516	<i>Printed Entity Name</i>	<i>Printed Entity Name</i>
517	<i>Title(s):</i> <u>Member</u>	<i>Title(s):</i> <u>Mayor</u>

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

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

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

Seller's

Initials

Buyer's

Initials

72

PROPOSED LOTS

BRYANT ROAD

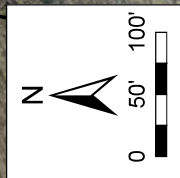
BRIDGE SCHOOL ROAD

BRIDGE SCHOOL ROAD

LOTA
1.71 AC

LOT C
0.27 AC

LOT B
2.59 AC





CITY COUNCIL AGENDA

DEPARTMENT: Administration

ACTION REQUESTED: Approve ordinance

SUBJECT: Sale of 19.75 acre parcel adjacent to Westside Drive

PREPARED BY: Keith Riesberg, City Administrator

ATTACHMENTS: Ordinance, proposed contract, conceptual development plans

(CASE/PROJECT #)

MEETING DATE: July 20, 2026

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

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

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

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

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

Fiscal considerations: CM Archer Group, P.C. offered to purchase the 19.75 acres for \$400,000. This property is generating no revenue and has been on the market since 2025 with no acceptable offers being received. Archer is proposing to close on the property prior to September 1, 2026 for the purpose of constructing an office building. The construction of the office building will generate revenues for the City and underlying taxing districts. The extension of infrastructure to support the proposed development is estimated to cost \$30,0000 and will increase the value of the other City property adjacent to this site. The adopted and future budgets did not anticipate receiving any revenues from the sale of this property.

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

Bill No. 2026-04

Ordinance No. _____

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

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

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

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

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

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

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

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

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

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

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



Vacant Land and Lots Sale Contract

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

This Vacant Land and Lots Sale Contract ("Contract") is made by and between:

CM Archer Group, P.C. or Assignees

("Buyer") and the undersigned "Seller".

1. PROPERTY.

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

<u>Westside Dr. - 19.75 m/l Acres</u>	<u>Rolla</u>	<u>MO</u>	<u>65401</u>	<u>Phelps</u>
Street Address	City		Zip Code	County
(Complete as applicable:) <u>10</u>	<u>37</u>	<u>8</u>	<u>71-09-2.0-10-002-002-034.006</u>	
Section	Township	Range	Lot or Parcel ID No.	

☐ (Check box if legal description attached)

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

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

2. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: **\$400,000.00**

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

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, also complete below) **\$5,000.00**

Earnest Money shall be delivered by Buyer to **Investment Realty, Inc.** ("Escrow Agent") no later than ____ days (10 if none stated) after the Effective Date.

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

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

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

3. CLOSING.

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

at **308 N. Rolla St., Rolla**, MO on **September**, **1st**, 20**26** (the "Closing Date").
Specify Location Month Day

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

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

☐ MSC-2080R (Possession by Buyer Prior to Closing) ☐ MSC-2090R (Possession by Seller After Closing)

☐ MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing) ☐ (Other) _____

☐ (check if applicable) **The Property is to remain tenant occupied, and Rental Property Rider (MSC-2035R) is attached and incorporated herein.**

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

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

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

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

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

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

5. SALE/APPRaisal/ FINANCING CONTINGENCIES.

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

☒ This Contract is **NOT** contingent upon the sale and/or closing of any other existing property of Buyer.
☐ This Contract **IS** contingent upon the sale and/or closing of an existing property of Buyer. *If this box is checked, then complete and attach either (check applicable box):*

☐ Contingency for Sale of Buyer's Existing Property (MSC-2021R), or

☐ Contingency for Closing of Buyer's Existing Property (MSC-2022R).

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

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

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

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

☒ **1. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price. *(Also check the following, if applicable):*

☐ Pre-Approval Letter/Proof of Funds sufficient to complete the Closing is attached.

☐ **2. Nonconventional.** *If this box is checked, then complete and attach applicable Rider:*

☐ Government Loan (MSC-2011R)

☐ Seller Financing & Disclosures (MSC-2012R)

☐ Loan Assumption (MSC-2013R)

☐ Other. _____

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

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

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

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

Rate Type (check one): ☐ Fixed ☐ Adjustable ☐ Other: ____.

Other terms (N/A if blank): ____.

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

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

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

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

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

- ☐ 1. Seller shall deliver to Buyer a commitment (the "Title Commitment") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "Owner's Policy"), **both at Seller's cost.**
- ☐ 2. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both split 50/50 by parties).
- ☒ 3. Seller shall deliver to Buyer a Title Commitment, at **Seller's cost**, to issue an Owner's Policy at **Buyer's cost.**
- ☐ 4. Buyer may order a Title Commitment to issue an Owner's Policy (both at Buyer's cost).

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

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

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

B. Survey Contingency. (Check on box below)

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

- ☒ 1. **Not Contingent Upon a Survey.** Although not a condition to performance, Buyer may still elect to survey the Property.
- ☐ 2. **Contingent on Survey.** This Contract **is** contingent upon a survey of the Property.
 - ☐ "Survey Rider" (MSC-2065R) is attached and incorporated herein to identify the type of "Survey" to be obtained, from whom, and the responsibility of the parties to pay for the same (the "Survey").

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

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

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

7. INSPECTIONS.

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

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

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

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

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

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

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

8. DISPOSITION OF EARNEST MONEY.

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

9. LOSS/CONDEMNATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

325 **13. DEFAULT/REMEDIES.**

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

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

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

349 **14. PREVAILING PARTY.**

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

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

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

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

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

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

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

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

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

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

380 **18. SIGNATURES.**

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

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

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

396 **20. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

Page 83

25. BROKERAGE RELATIONSHIP.

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

Licensee assisting Buyer is a: (Check applicable boxes)

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

Licensee assisting Seller is a: (Check applicable boxes)

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

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

Investment Realty, Inc.

Buyer Broker Firm Name

Broker's Firm State License #000004185

By (Signature) 

Licensee's Printed Name: Mike Woessner

Licensee's State License #1999022373

Date: 5/8/26

Investment Realty, Inc.

Seller Broker Firm Name

Broker's Firm State License #000004185

By (Signature) 

Licensee's Printed Name: Mike Woessner

Licensee's State License #1999022373

Date: 5/8/26

26. BROKERS ROLE/FRANCHISE DISCLOSURE.

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

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

27. SALES INFORMATION.

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

28. FEDERAL REGULATIONS.

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

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

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

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

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

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

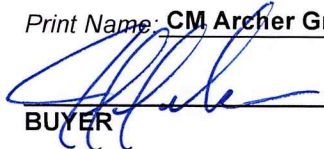
501 The "Effective Date" of this Contract shall be the date adjacent to the signature of the last party to sign this Contract.

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

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

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

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

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

513 **If signing on behalf of a trust or other legal entity,**
514 **print its name and your title below:**

515 CM Archer Group, P.C. or Assignees
516 Printed Entity Name
517 Title(s): President

If signing on behalf of a trust or other legal entity, please
please print its name and your title below:

City of Rolla
Printed Entity Name
Title(s): Mayor

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

519 **SELLER COUNTER-OFFERS (Initial) _____**

520 Counter Offer form MSC-2040, which amends the terms of
521 this offer, is attached and incorporated into this Contract

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

Last Revised 12/01/25.

©2025 Missouri REALTORS®

Page 85







**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

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

PREPARED BY: Dawn Bell, Community Development Director

ATTACHMENTS: Ordinance

(CASE/PROJECT #) N/A

MEETING DATE: July 20, 2026

Background:

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

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

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

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



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

Recommendation:

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

BILL NO. 2026-10

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

Purpose

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

SECTION 1. LEGISLATIVE FINDINGS OF FACT

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

Infrastructure Capacity Constraints:

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

Extraordinary Utility Demand:

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

Risk of Immediate and Irreversible Impact:

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

Absence of Regulatory Framework:

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

Need for Coordinated Planning:

The City requires time to evaluate

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

Public Welfare Considerations

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

Necessity of Interim Controls

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

SECTION 2. AUTHORITY

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

SECTION 3. MORATORIUM

A temporary moratorium is hereby imposed on:

- Acceptance
- Processing
- Approval
- Issuance

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

SECTION 4. DEFINITION

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

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

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

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

SECTION 5. DURATION AND AUTOMATIC TERMINATION

This moratorium shall:

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

SECTION 6. NON-ARBITRARY APPLICATION

This moratorium is:

- Based on specific findings of fact
- Supported by documented infrastructure and planning concerns

- Intended to apply uniformly to all similarly situated properties
- Not intended to target any individual property or applicant

SECTION 7. REQUIRED ACTIONS DURING MORATORIUM

During the moratorium, the City shall:

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

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS ____ DAY OF _____ 2026.

APPROVED: _____

Mayor, Lister B. Florence, Jr.

ATTEST: _____

City Clerk

APPROVED

AS TO FORM: _____

City Counselor



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Motion/Ordinance

SUBJECT: Airport Runway 13/31 Rehabilitation

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #)

MEETING DATE: July 20, 2026

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

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

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

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

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

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

Recommendation:

Staff is requesting a motion to award the bid and the first reading of the ordinance authorizing the Mayor to enter into the contract with the Capital Paving & Construction, LLC for \$ 3,415,645.50.

BILL # 2026-05
ORDINANCE # _____

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

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

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

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

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

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



CONSTRUCTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

CONTRACTOR, Party of the Second Part

Capital Paving and Construction, LLC

By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

(Office or Position of Signer)

SPONSOR, Party of the First Part

City of Rolla

By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

(Office or Position of Signer)



CITY COUNCIL AGENDA

DEPARTMENT: Public Works

ACTION REQUESTED: Motion/Ordinance

SUBJECT: Airport Taxiway A Reconstruction

PREPARED BY: Darin Pryor

ATTACHMENTS: Contract

(CASE/PROJECT #)

MEETING DATE: July 20, 2026

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

NB West \$ 1,168,817.00

18637 US Highway 66

Pacific, MO 63069

Capital Paving & Construction, LLC \$ 1,200,560.50

130 Scott Station Road

Jefferson City, MO 65109

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

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

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

Recommendation:

Staff is requesting a motion to award the bid and the first of the ordinance authorizing the Mayor to enter into the contract with the NB West Contracting Company for \$ 1,168,817.00.

BILL # 2026-06
ORDINANCE # _____

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

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

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

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

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

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

Attest: _____
City Clerk

Approved as to form: _____
City Counselor



CONSTRUCTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

CONTRACTOR, Party of the Second Part

N.B. West Contracting Company

By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

(Office or Position of Signer)

SPONSOR, Party of the First Part

City of Rolla

By: _____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

(Office or Position of Signer)



CITY COUNCIL AGENDA

DEPARTMENT: Finance

ACTION REQUESTED: Motion

SUBJECT: Health Insurance Excess Coverage (Stop Loss)

PREPARED BY: Steffanie Rogers, Finance Director

ATTACHMENTS: Proposed Resolution and Financial Documentation

(CASE/PROJECT #) NA

MEETING DATE: July 20, 2026

Overview:

Attached to this commentary is the renewal information obtained on behalf of the City of Rolla by our benefit consultant/broker, Ollis, Akers, Arney (OAA). Total medical costs incurred by the City's self-insured plan can range from \$3.5 – 5.0 M including this cost for re-insurance or excess coverage. Employees contribute 33% of all health insurance costs through premiums, deductibles, and co-insurance. The current excess coverage deductible is \$100,000.00.

Background information:

OAA obtains stop loss bids from various providers each year. As part of the annual review process, Pareto was identified as a viable option for the City. Pareto offers a long-time solution with a 30% annual rate cap (SunLife's increases were 50% in 2021, 21% in 2024 after a deductible increase and 53% in 2025). SunLife submitted the best reinsurance renewal bid, however through continuous review, it was determined that Pareto would be a better fit for sustainability and the City partnership with Sun Life would be able to continue.

Fiscal considerations:

There are two (2) primary areas to consider when reviewing excess coverage, "Total Annual Premiums" and the "Annual Aggregate Attachment Point". The Total Annual Premiums are the fixed costs which represent premiums paid for reinsurance. The Annual Aggregate Attachment Point represents the expected liability in the claims set by the reinsurance carrier based on past years' claims information. These totals combined represent the total estimated plan costs or the worst-case scenario based on past trends. Effective October 1, 2026, the fixed premium will be \$1,443,842 and coupled with the Annual Aggregate Attachment Point represents a 4.8% increase over last year. In addition, the capital cost to join Pareto will be \$165,000 for FY27 and FY28 (refundable if at any time the City decides to leave Pareto).

Currently the City has a deductible for excess coverage of \$100,000 per covered life before re-insurance takes effect. OAA explored additional deductibles of \$100,000 and \$150,000 but the exposure (risk) to additional costs incurred by the City offset the premium savings. On average the City typically has 5 – 7 lives that exceeded the \$100,000 deductible (hence triggering re-insurance).

Recommendation:

Motion to award stop loss coverage to Sunlife through Pareto and increase the deductible to \$125,000.

City of Rolla \$125K - 2026-2027 Renewal

Date: July 15, 2026	Current 10/1/26	Renew 10/1/26	10/1/2026
Quote Based On:	Sun Life	Sun Life	Pareto/Sun Life
Single Count	80	80	80
Family Count	84	84	84
Total Lives	164	164	164
Stop Loss Carrier	Sun Life	Sun Life	Sun Life
Plan thresholds			
Individual Specific deductible	\$100,000	\$125,000	\$125,000
Aggregating Specific deductible	None	None	None
Annual maximum	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited
Claims basis	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$449.99	\$427.49	\$440.31
Family	\$1,035.29	\$983.53	\$1013.04
Total monthly premium	\$122,963.56	\$116,815.72	\$120,320.16
Renewal rate action as a % increase to current monthly premium		-5.0%	-2.1%
Aggregate Stop-Loss policy details and renewal options			
Aggregate rates			
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$11.77	\$12.95	\$12.95
Total monthly premium	\$1,930.28	\$2,123.31	\$2,123.31
Renewal rate action as a % increase to current monthly premium		10.0%	10.0%
Aggregate thresholds and rates			
Claims basis	Paid	Paid	Paid
Benefits covered	Medical & RX	Medical & RX	Medical & RX
Corridor	125%	125%	125%
Minimum Attachment Point %	90%	90%	90%
Single Aggregate deductible factor	\$1,032.68	\$1,108.42	\$1,108.42
- Medical	\$779.63	\$768.29	\$768.29
- Rx Drug	\$253.05	\$340.13	\$340.13
Family Aggregate deductible factor	\$2,891.50	\$3,103.58	\$3,103.58
- Medical	\$2,182.95	\$2,151.21	\$2,151.21
- Rx Drug	\$708.55	\$952.37	\$952.37
Minimum Attachment Point Estimated monthly renewal liability	\$292,950.36 \$325,500.40	\$314,436.89 \$349,374.32	\$314,436.89 \$349,374.32
Renewal rate action as a % increase to current monthly aggregate deductible factors.		7.3%	7.3%
Total estimated annual plan costs			
Total costs			
Total annual premium	\$1,498,726.08	\$1,427,268.34	\$1,469,321.62
Annual Aggregate Attachment Point	3,906,004.80	4,192,491.84	4,192,491.84
Total estimated self-funded plan costs	\$5,404,730.88	\$5,619,760.18	\$5,661,813.46
Renewal rate action as a % increase to total estimated annual		4.0%	4.8%

Elizabeth Sperry, City Council Representative, Ward 5

980 Parkwood Drive
Rolla, MO 65401
573-201-6661
eserry@rollacity.org

29 June 2026

For Your Consideration,

I would like to be considered as the City Council Representative for the Bicycle and Pedestrian Committee. Our family has owned a small business downtown for over 20 years. In that time, I have gotten to know a lot of our citizens that spend time downtown for shopping and conducting business. The sidewalks have been a frequent discussion with our clients. We have several that have mobility issues and struggle to navigate the area.

I want to be an advocate for pedestrian safety to the best of my ability. I am always invested in learning more about our community and ways to not only improve things for our citizens but also to help educate them about all of the amazing opportunities in Rolla. These opportunities include all of the ways we encourage the health of our citizens by encouraging them to get outside.

Thank you for your time and consideration.

All the well wishes,

Elizabeth Sperry

Rolla City Council Representative, Ward 5

Dear Mayor, I am interested in continuing to serve on the BPAC committee. I have served as chairperson of this committee since its inception. The highlight of this committee is when Rolla was awarded the bronze certification as a Bicycle Friendly Community by the League of American Bicyclists. That original award made Rolla one of six cities to attain that certification in Missouri. Since then, Rolla's certification has been renewed through 2027 and Rolla is now one of 8 certified in the state of Missouri. Yes, I want to work on this committee to better both pedestrian and bicycle opportunities in Rolla.

A little about myself:

I have been a Rolla resident since 1975.

I am a Michigan State University graduate with a B.S. in Parks & Recreation.

I retired in 2012 with almost 40 years' service as Rolla's Park and Recreation Director.

I have 20 years' service as a certified high school soccer official.

I have 30 years of experience as a USSF soccer official.

I served 10 years as a Rolla Area Youth Soccer Referee Assignor and trainer.

I have over 40 years' experience as USA softball umpire.

I am the Deputy State Commissioner for USA softball.

I am the Mid America Regional Player Representative for USA softball.

I am a member of MRPC's Multimodal Transportation Advisory Committee.

I serve as chairperson of the Rolla Park Advisory Committee.

I served on the Board of Directors of Lakewood Resort and Condominiums for 15 years and as Chairperson for 9 years.

I am happily married for 56 years to Mary and I have 3 children Jennifer, Jonathan, and Jason.

These are but a few items I have listed in my life as a Certified Leisure Professional .

Thank-you for consideration

Ken Kwantes

