

Please Note: The Council Meeting will be conducted at Rolla City Hall. Citizens are encouraged to watch the proceedings live on Fidelity Cable Channel 16 or through the Fidelity YouTube link at <https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA>

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, May 15th, 2023; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, TERRY HIGGINS, MEGAN JOHNSON, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Jaired Hall

I. PUBLIC HEARINGS –

- A. **Public hearing and Ordinance** to approve the vacation of the rights-of-way of Park Street between 2nd Street and the railroad. (City Planner Tom Coots) **First Reading**
- B. **Public hearing and Ordinance** to approve the rezoning of the SW corner of Richard Dr. and Curtis Dr. from the C-1, Neighborhood Commercial to R-3, Multi-family. (City Planner Tom Coots) **First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Missouri Police Chief’s Association – Presentation of Accreditation Plaque to Police Chief Fagan.
- B. RMU GM Rodney Bourne – FY 2023 2nd Quarter Report

III. OLD BUSINESS –

- A. **Ordinance** to enter into agreement with Capital Paving & Construction for FY 2023 Asphalt Improvement Project 564. (PW Director Darin Pryor) **Final Reading**

IV. NEW BUSINESS –

- A. **Ordinance** to approve an agreement with Brownwood Estates Homeowners Association for the lease of a containment pond for recreational use. (PW Director Darin Pryor) **First Reading**
- B. **Motion** to approve independent audit for fiscal year 2022 (Finance Director Steffanie Rogers).
- C. **Ordinance** to approve vacation of easement at 1906/1908 N Bishop Ave. (City Planner Tom Coots) **First Reading**
- D. **Discussion** concerning a new fire truck purchase. (City Administrator John Butz)

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

- A. **Ordinance** to accept award of ARPA federal funding through the Department of Economic Development for Community Revitalization for parks improvements. **First and Final Reading Needed**
- B. **Motion** to award Playground to Athco with the poured in place safety surface for \$54,755. (Parks Director Floyd Jernigan)

VI. **CITIZEN COMMUNICATION**

- A. Sara Effner – World Falun Dafa Day events on May 20th and 27th.

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. Appointment of Robert Haselwander to the Rolla Library Board for 1st 3 year term (exp May 2026)
- B. Appointment of Lister Florence to the Finance Committee for a 1 year term
- C. Appointment of Robert Kessinger to the Finance Committee for a 1 year term
- D. Re-appointment of Matt Fridley to Finance Committee for a 1 year term

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

- A. Bike Week May 14th-20th. – PW Director Darin Pryor

IX. **CLOSED SESSION** –

Closed Session per RSMo 610.021- (3)Personnel and (1) Legal

X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading/Public Hearing

SUBJECT: Vacation of the rights-of-way of Park Street between 2nd Street and the railroad

(VAC23-01)

MEETING DATE: May 15, 2023

Application and Notice:

Applicant/Owner - Phelps County

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicants seek to vacate about 200 feet of the rights-of-way of Park Street adjacent to their properties. The street has been used as a parking lot and access to properties all under the same ownership for many years.

The applicant does not have any plans to develop the area. There are utilities within the area to be vacated. The entire area is proposed to be retained as a utility easement.

Property Details:

Land area - Approximately 12,000 sq. ft. to be vacated

Public Facilities/Improvements:

Utilities - Water, sanitary sewer, storm sewer, and natural gas utilities are located in the alley. An easement will be retained.

Comprehensive Plan:

The Comprehensive Plan does not provide guidance on street/alley vacations. Generally, streets may be vacated where they are found to not be needed for access.

Discussion:

The street has been used and maintained by the county for several years. Vacating the street and maintaining an easement for the utilities would make the existing arrangement more formal. The street is a dead end and does not provide any access to other properties, except a small parcel owned by the Historical Society. The Historical Society is comfortable with the request.

Property Details:

Current zoning - C-1, Neighborhood Commercial to be rezoned to R-3, Multi-family

Current use - Vacant

Proposed use - Multi-family

Land area - About 23,200 Sq. Ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Richard Drive and Curtis Drive, both local streets.

Sidewalks - Sidewalks are located adjacent to the property.
Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for medium/high density residential uses.

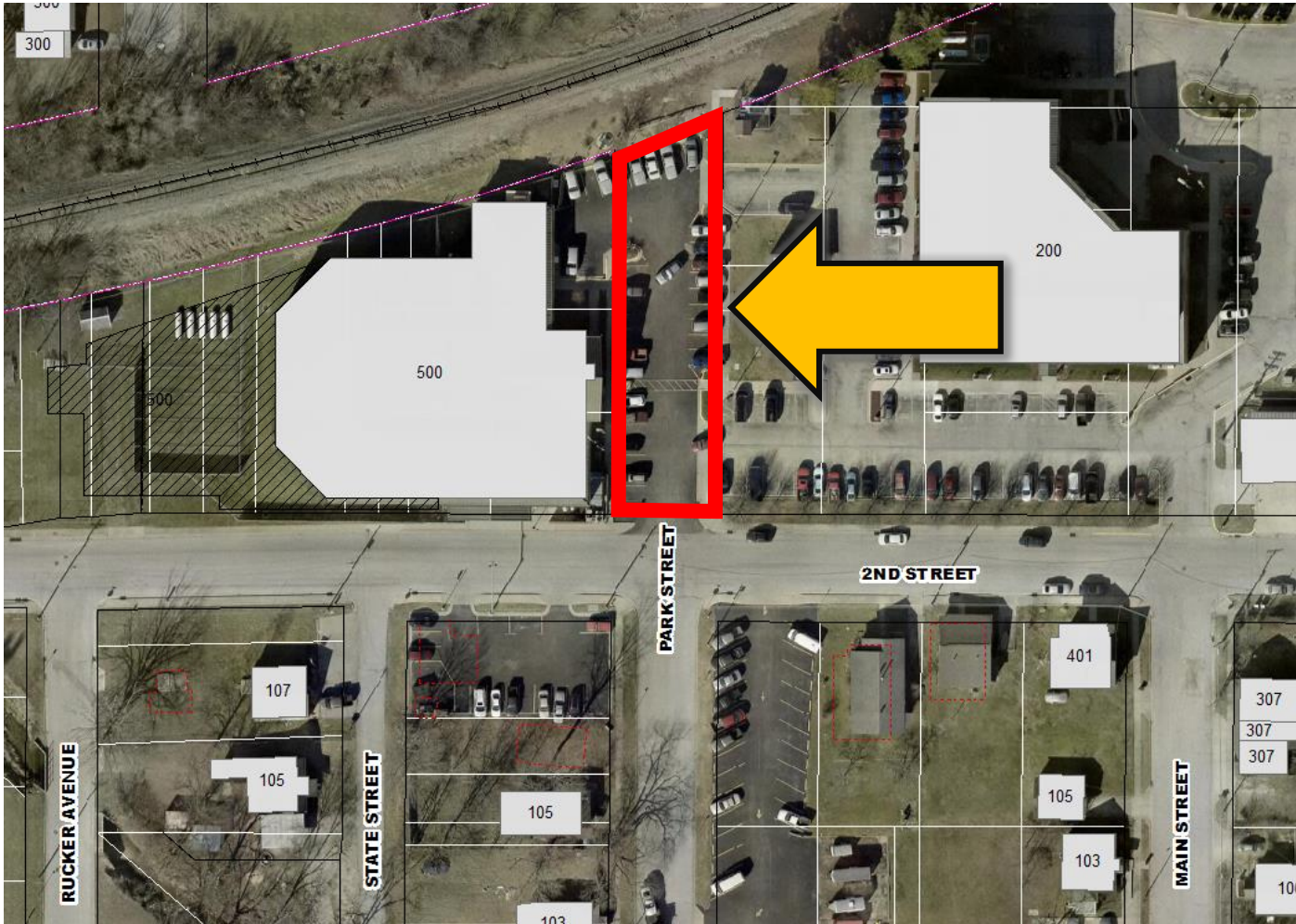
Discussion: The subject property is located in an area with a mixture of single-family, two-family, and multi-family uses. A dental office is also located in the vicinity. The adjacent properties are multi-family buildings. The Comprehensive Plan supports multi-family uses in the area.

The upcoming zoning code update and new zoning map does contemplate rezoning the adjacent properties to the R-3 district as well. The owner requested that the subject property be retained with commercial zoning. However, now the owner is requesting the multi-family zoning immediately to be able to sell the property to the prospective buyer.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on May 9, 2023 and voted 6-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner
Attachments: Public Notice; Exhibit; Ordinance



Project Information:

Case No: VAC23-01
 Location: Adjacent to 500 W 2nd and 200 N Main (Phelps County Courthouse)
 Applicant: Phelps County Commission
 Request:
 Vacation of Park Street between 2nd Street and the railroad ROW

Public Hearings:

Planning Commission
May 9, 2023
5:30 PM
 City Hall: 1st Floor

 City Council
May 15, 2023
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

I.A.3



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

All of Park Street between Block 14 and Block 15 of ORIGINAL TOWN of Rolla, Missouri, from the North Right-of-way line of Second Street to the Southerly Right-of-way line of the BNSF Railway, described as follows: A part of the NE 1/4 of Section 11, Township 37 North, Range 8 West of the 5th P.M., Rolla, Phelps County, Missouri, more particularly described as follows:

Beginning at a chiseled "X" in the sidewalk for the SW corner of Lot 7, Block 14 of said ORIGINAL TOWN, at the intersection of the North Right-of-way line of Second Street, and the East Right-of-way line of Park Street; Thence leaving said East Right-of-way line, with said North Right-of-way line, N 89°58'43" W, 60.00 feet to the SE corner of Lot 3, Block 15 of said ORIGINAL TOWN on, at the intersection of the North Right-of-way line of Second Street, and the West Right-of-way line of Park Street; Thence leaving said North Right-of-way line, with said West Right-of-way line, N 00°24'13" E, 199.76 feet to the intersection with the Southerly Right-of-way line of the BNSF Railway; Thence leaving said West Right-of-way line, with said Southerly Right-of-way line, along a curve to the left, having a radius of 1933.19 feet, an arc length of 63.62 feet, and a chord of N 71°00'03" E, 63.61 feet, to the intersection with the East Right-of-way line of Park Street; Thence leaving said Southerly Right-of-way line, with said East Right-of-way line, S 00°24'13" W, 220.49 feet to the point of beginning. Said tract contains 0.29 acres more or less, per survey by Integrity Engineering, Inc. dated April 3, 2023.



ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VACATION OF PARK STREET BETWEEN 2ND STREET AND THE RAILROAD RIGHTS-OF-WAY

(VAC23-01)

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

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

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

All of Park Street between Block 14 and Block 15 of ORIGINAL TOWN of Rolla, Missouri, from the North Right-of-way line of Second Street to the Southerly Right-of-way line of the BNSF Railway, described as follows:

A part of the NE 1/4 of Section 11, Township 37 North, Range 8 West of the 5th P.M., Rolla, Phelps County, Missouri, more particularly described as follows: Beginning at a chiseled "X" in the sidewalk for the SW corner of Lot 7, Block 14 of said ORIGINAL TOWN, at the intersection of the North Right-of-way line of Second Street, and the East Right-of-way line of Park Street; Thence leaving said East Right-of-way line, with said North Right-of-way line, N 89°58'43" W, 60.00 feet to the SE corner of Lot 3, Block 15 of said ORIGINAL TOWN on, at the intersection of the North Right-of-way line of Second Street, and the West Right-of-way line of Park Street; Thence leaving said North Right-of-way line, with said West Right-of-way line, N 00°24'13" E, 199.76 feet to the intersection with the Southerly Right-of-way line of the BNSF Railway; Thence leaving said West Right-of-way line, with said Southerly Right-of-way line, along a curve to the left, having a radius of 1933.19 feet, an arc length of 63.62 feet, and a chord of N 71°00'03" E, 63.61 feet, to the intersection with the East Right-of-way line of Park Street; Thence leaving said Southerly Right-of-way line, with said East Right-of-way line, S 00°24'13" W, 220.49 feet to the point of beginning. Said tract contains 0.29 acres more or less, per survey by Integrity Engineering, Inc. dated April 3, 2023.

SECTION 3: The area to be vacated as described in this ordinance shall be retained as a utility easement.

SECTION 4: Pursuant to State Statutes, the ownership of the property to be vacated is to revert to the property owners on each side of the street.

SECTION 5: That this Ordinance shall be in full force and effect after the its passage and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 5TH DAY OF JUNE, 2023.**

APPROVED:

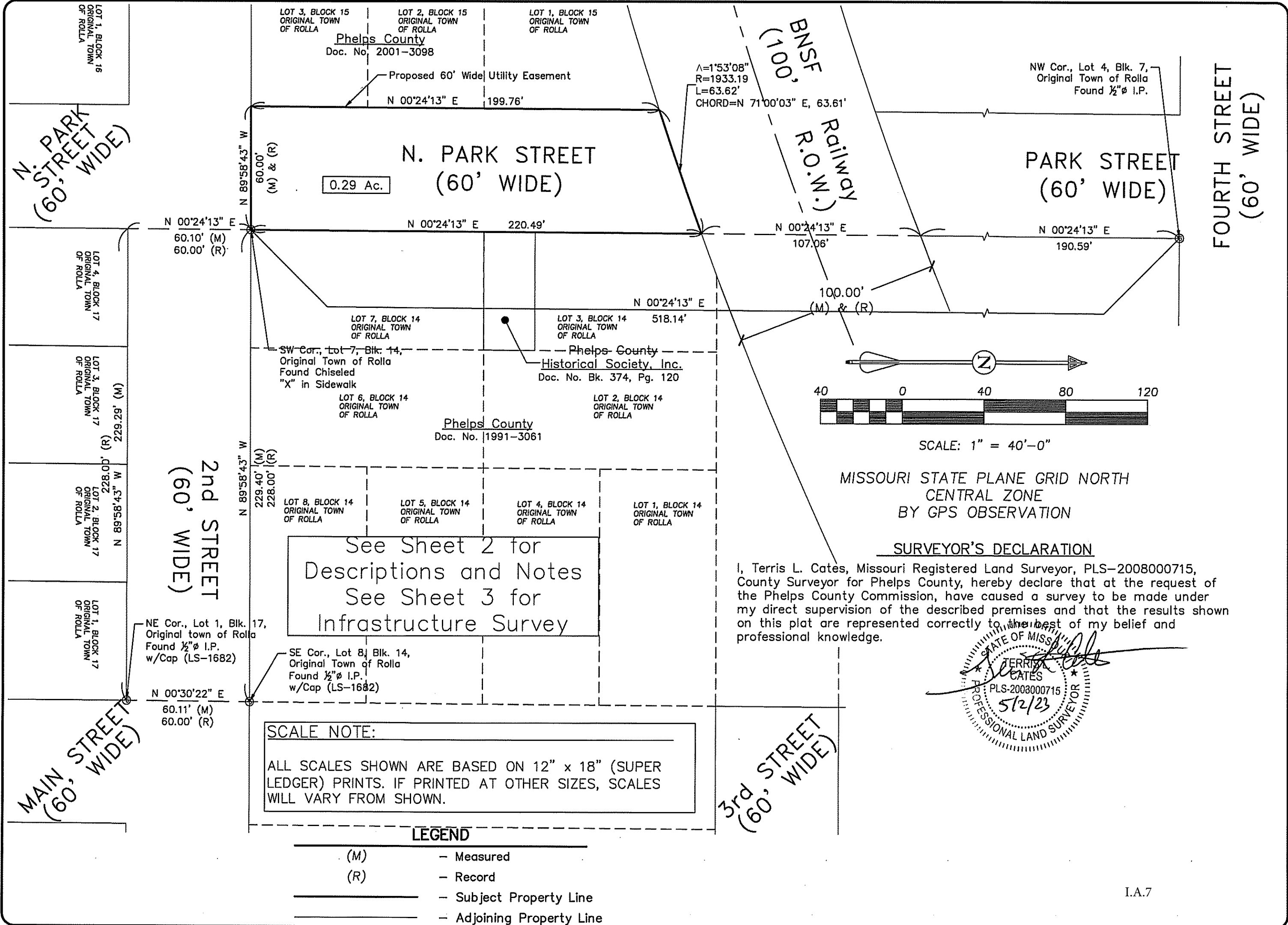
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



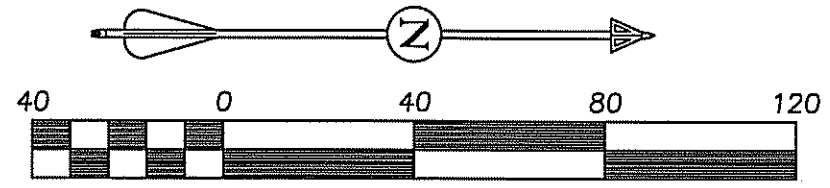
0.29 Ac.

See Sheet 2 for Descriptions and Notes
See Sheet 3 for Infrastructure Survey

SCALE NOTE:
ALL SCALES SHOWN ARE BASED ON 12" x 18" (SUPER LEDGER) PRINTS. IF PRINTED AT OTHER SIZES, SCALES WILL VARY FROM SHOWN.

LEGEND

— (M) —	Measured
— (R) —	Record
— —	Subject Property Line
— —	Adjoining Property Line

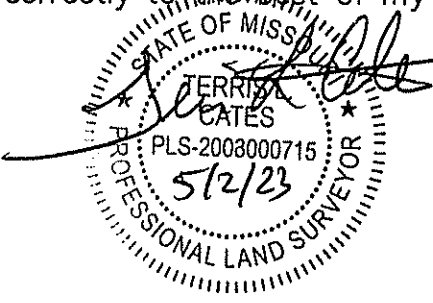


SCALE: 1" = 40'-0"

MISSOURI STATE PLANE GRID NORTH
CENTRAL ZONE
BY GPS OBSERVATION

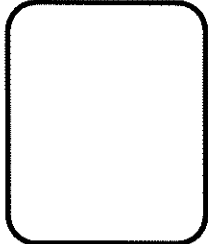
SURVEYOR'S DECLARATION

I, Terris L. Cates, Missouri Registered Land Surveyor, PLS-2008000715, County Surveyor for Phelps County, hereby declare that at the request of the Phelps County Commission, have caused a survey to be made under my direct supervision of the described premises and that the results shown on this plat are represented correctly to the best of my belief and professional knowledge.



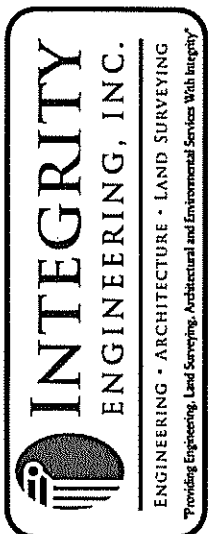
REVISIONS BY:

Integrity Engineering, Inc.
P.O. Box 700 / 1714 East 10th St.
Rolla, Missouri 65402 / 65401
Phone (573) 341-2100
Fax (573) 341-2111
Email: integrity@integrityeng.com
Website: integrityeng.com
Missouri Certificate of Authority
Engineering: 20146
Surveying: 000369
Architecture: 00935



PROJECT FOR:
PHELPS COUNTY LAND COMMISSIONER
STREET VACATION PLAN
ROLLA, PHELPS COUNTY, MISSOURI

STREET VACATION
NORTH PARK STREET (2nd to BNSF)



DRAWN BY:	MSS
CHECKED BY:	TLC
DATE:	MAY 2, 2023
SCALE:	AS SHOWN
JOB:	Park Street Vacation (2nd to BNSF)
FILE:	PARK ST - VACATE.dwg
SHEET:	1
OF 3 SHEETS	

SIXTY FOOT WIDE UTILITY EASEMENT DESCRIPTION:

An easement for utility purposes, lying over and across a part of Park Street between Block 14 and Block 15 of ORIGINAL TOWN of Rolla, Missouri, being (60) sixty feet in width, as describe in the hereinafter described easement: All of Park Street between Block 14 and Block 15 of ORIGINAL TOWN of Rolla, Missouri, from the North Right-of-way line of Second Street to the Southerly Right-of-way line of the BNSF Railway, described as follows: A part of the NE ¼ of Section 11, Township 37 North, Range 8 West of the 5th P.M., Rolla, Phelps County, Missouri, more particularly described as follows: Beginning at a chiseled "X" in the sidewalk for the SW corner of Lot 7, Block 14 of said ORIGINAL TOWN, at the intersection of the North Right-of-way line of Second Street, and the East Right-of-way line of Park Street; Thence leaving said East Right-of-way line, with said North Right-of-way line, N 89°58'43" W, 60.00 feet to the SE corner of Lot 3, Block 15 of said ORIGINAL TOWN on, at the intersection of the North Right-of-way line of Second Street, and the West Right-of-way line of Park Street; Thence leaving said North Right-of-way line, with said West Right-of-way line, N 00°24'13" E, 199.76 feet to the intersection with the Southerly Right-of-way line of the BNSF Railway; Thence leaving said West Right-of-way line, with said Southerly Right-of-way line, along a curve to the left, having a radius of 1933.19 feet, an arc length of 63.62 feet, and a chord of N 71°00'03" E, 63.61 feet, to the intersection with the East Right-of-way line of Park Street; Thence leaving said Southerly Right-of-way line, with said East Right-of-way line, S 00°24'13" W, 220.49 feet to the point of beginning. Said tract contains 0.29 acres more or less, per survey by Integrity Engineering, Inc. dated May 2, 2023. Subject to any easements, restrictions, reservations and covenants existing and/or recorded.

Notes:

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate easements, restrictive covenants, subdivision restrictions, or other land-use regulations, and any other facts which an accurate and current title search may disclose.
2. This survey was executed in accordance with the current "Missouri Standards for Property Boundary Surveys" (20 CSR 2030-16 & 2 CSR 90-60).
3. Tract is classified Urban (20 CSR 2030-16.040 & 2 CSR 90-60.040).
4. This survey is contingent on the evidence and conditions noted on the date of field work: February 3, 2023.
5. Bearings and distances shown are measured, unless noted otherwise.
6. This plat represents a Road Vacation Survey.
7. Only the record documents noted hereon were provided to or discovered by surveyor. No other record title documentation was provided surveyor.
8. This plat does not represent an "ALTA/ACSM Land Title Survey".
9. No statement is made concerning subsurface conditions, or the existence or nonexistence of underground or overhead containers or utilities which may affect the use or development of this tract. Environmental and subsurface conditions were not examined in this survey.
10. Utility locations shown are based on utility locates (where provided), and visible evidence observed on the date of this survey. The surveyor contacted the Missouri One Call System for utility locate markings and received notification of completion via email on January 30, 2023. Onsite observations confirmed the completeness of Gas, Electric, Water, Sanitary and most Storm utility locate markings. However, no locate markings were observed for communications (CATV, Telephone, etc.) or for the Storm System along the West side of the Street. Unmarked Communications and Storm Sewer elements in, or nearby to the Right-of-way of Park Street were located onsite, and are shown on this survey.

PARK STREET VACATION DESCRIPTION:

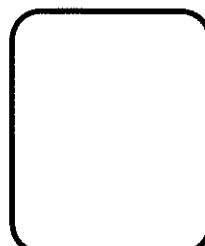
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See Sheet 1 for
Plat and Declaration
See Sheet 3 for
Infrastructure Survey

I.A.8

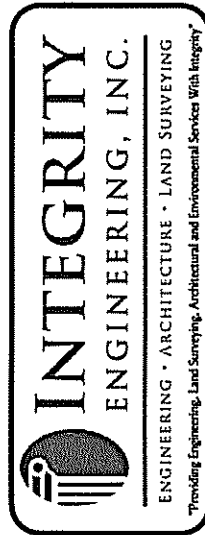
REVISIONS BY:

Integrity Engineering, Inc.
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Phone (573) 341-2100
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Email: integrity@integrityeng.com
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Missouri Certificates of Authority
Engineering: 001480
Surveying: 000369
Architecture: 00935



PROJECT FOR:
PHELPS COUNTY LAND COMMISSIONER
STREET VACATION PLAN
ROLLA, PHELPS COUNTY, MISSOURI

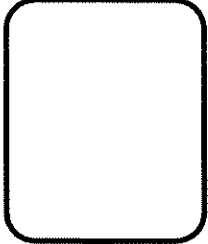
STREET VACATION
NORTH PARK STREET (2nd to BNSF)



DRAWN BY:	MSS
CHECKED BY:	TLC
DATE:	MAY 2, 2023
SCALE:	AS SHOWN
JOB:	Park Street Vacation (2nd to BNSF)
FILE:	ParkStreetVacate.dwg
SHEET:	2
OF 3 SHEETS	

REVISIONS BY:

Integrity Engineering, Inc.
P.O. Box 700 / 1714 East 10th St.
Rolla, Missouri 65402 / 65401
Phone (573) 341-2100
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Website: Integrityeng.com
Missouri Certificate of Authority
Engineering: 001480
Surveying: 000369
Architecture: D0935

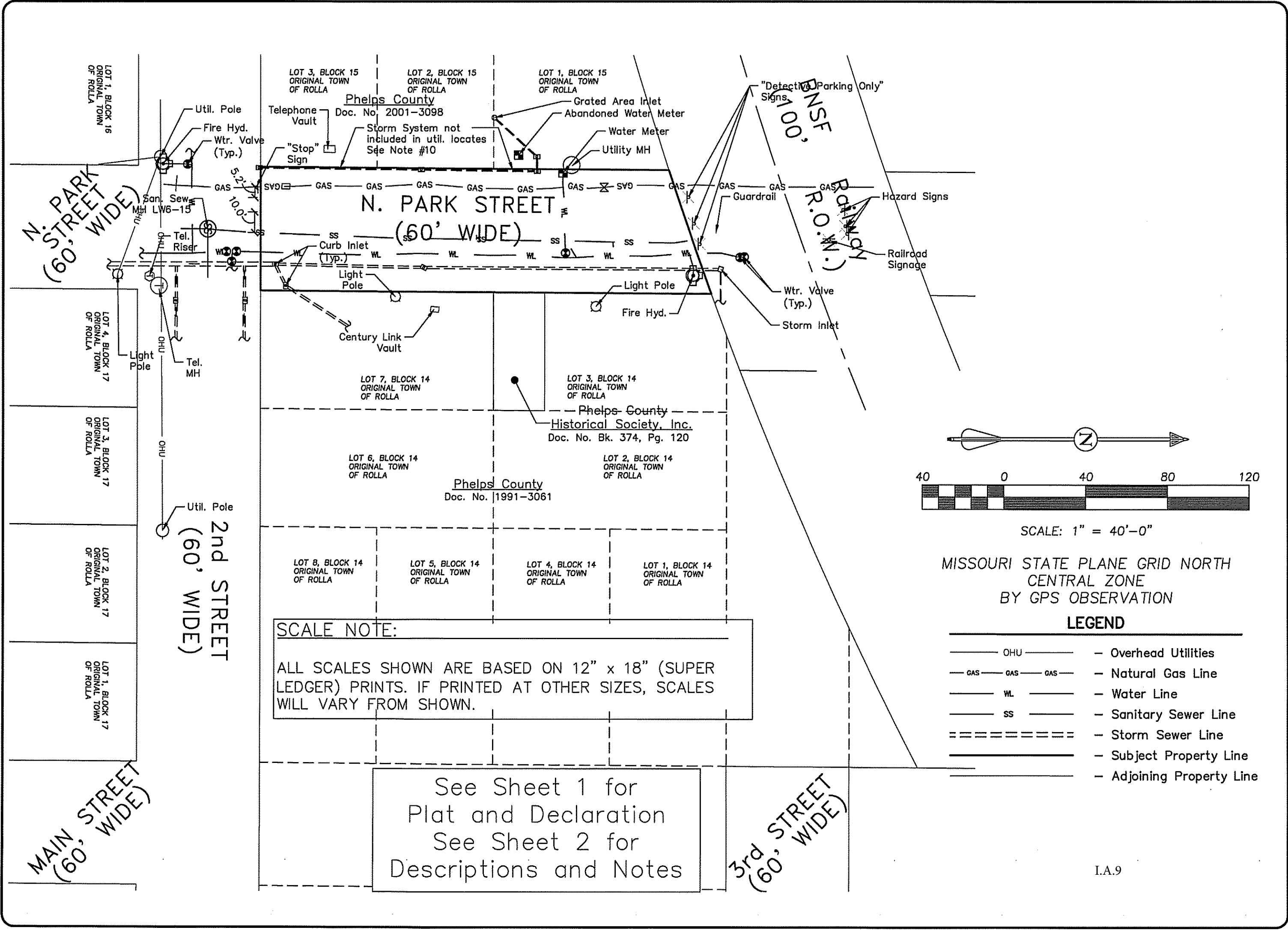


PROJECT FOR:
PHELPS COUNTY LAND COMMISSIONER
STREET VACATION PLAN
ROLLA, PHELPS COUNTY, MISSOURI

STREET VACATION
NORTH PARK STREET (2nd to BNSF)

INTEGRITY ENGINEERING, INC.
ENGINEERING • ARCHITECTURE • LAND SURVEYING
"Providing Engineering, Land Surveying, Architectural and Environmental Services With Integrity"

DRAWN BY:	MSS
CHECKED BY:	TLC
DATE:	MAY 2, 2023
SCALE:	AS SHOWN
JOB:	Park Street Vacation (2nd to BNSF)
FILE:	ParkStreetVacate.dwg
SHEET:	3
OF 3 SHEETS	



I.A.9

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): SW Corner of Richard Dr and Curtis Dr from the C-1, Neighborhood Commercial to R-3, Multi-family

(ZON23-03)

MEETING DATE: May 15, 2023

Application and Notice:

Applicant/Owner - Deborah Lane Castle of Castle Family LP
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant seeks to rezone the subject property to allow for multi-family uses. The property has been for sale. The prospective buyer intends to build a 4 unit multi-family building. The size of the property would allow for up to 12 units, however, the property is limited by a drainage way and easement which bisects the property diagonally.

The adjacent properties have been developed with multi-family uses, however, they are also zoned C-1. At one time, the C-1 district allowed both commercial and multi-family uses.

Property Details:

Current zoning - C-1, Neighborhood Commercial to be rezoned to R-3, Multi-family
Current use - Vacant
Proposed use - Multi-family
Land area - About 23,200 Sq. Ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Richard Drive and Curtis Drive, both local streets.
Sidewalks - Sidewalks are located adjacent to the property.
Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for medium/high density residential uses.

Discussion: The subject property is located in an area with a mixture of single-family, two-family, and multi-family uses. A dental office is also located in the vicinity. The adjacent properties are multi-family buildings. The Comprehensive Plan supports multi-family uses in the area.

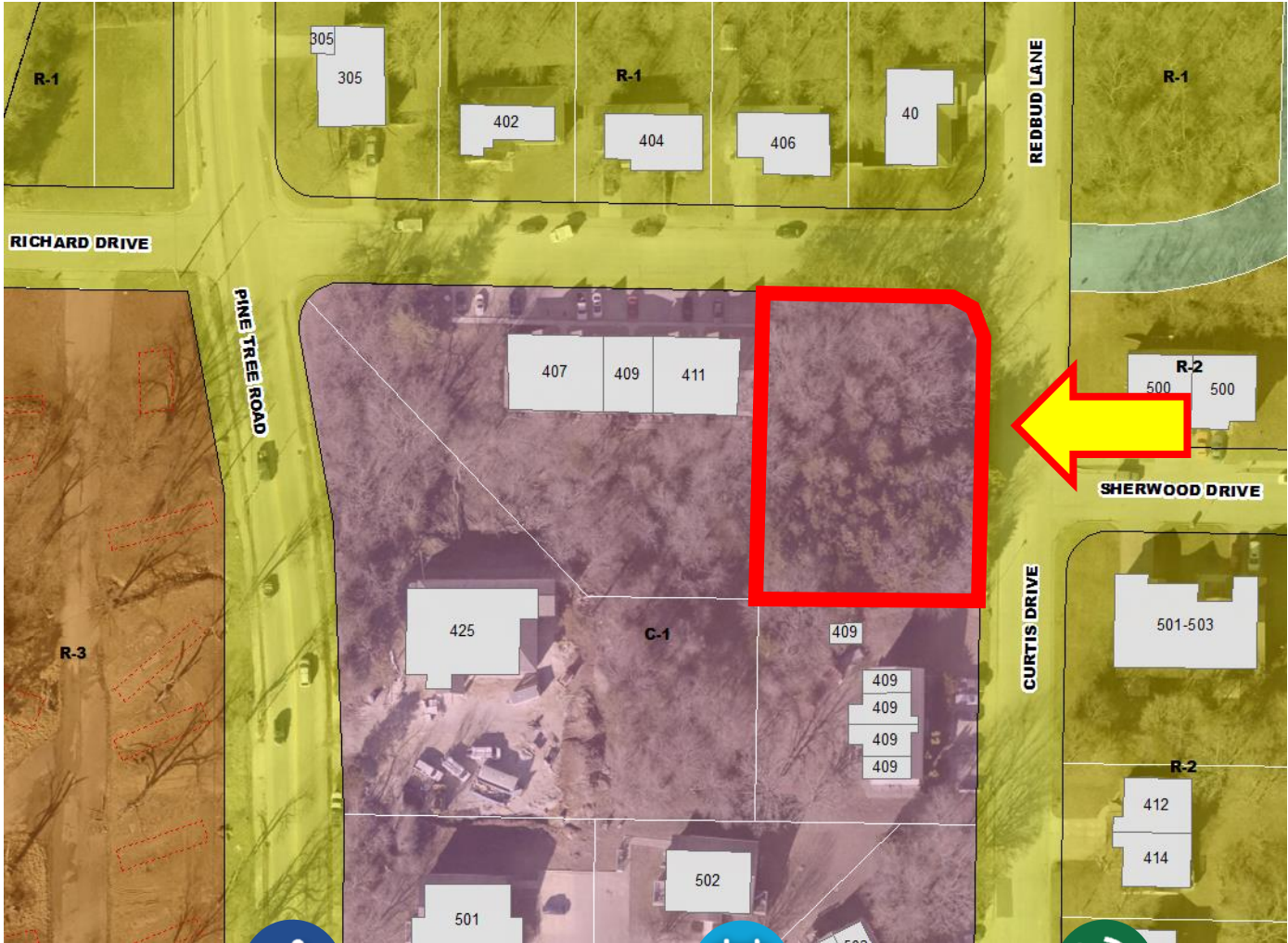
The upcoming zoning code update and new zoning map does contemplate rezoning the adjacent properties to the R-3 district as well. The owner requested that the subject property be retained with commercial zoning. However, now the owner is requesting the multi-family zoning immediately to be able to sell the property to the prospective buyer.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on May 9, 2023 and voted 6-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Ordinance



Project Information:

Case No: ZON23-03
 Location: SW Corner Richard Dr/Curtis Dr
 Applicant: Deborah Castle/Castle Family LP
 Request: Rezoning from C-1, Neighborhood Comm. to R-3, Multi-family



Public Hearings:

Planning and Zoning Commission
May 9, 2023
5:30 PM
 City Hall: 1st Floor

 City Council
May 15, 2023
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

I.B.3



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

Lot 17, Resubdivision of Lots 12, 15-19 of the Amended Subdivision Plat of Scottsdale Subdivision, Rolla, Phelps County, Missouri



ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF RICHARD DRIVE AND CURTIS DRIVE FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE R-3 MULTI-FAMILY DISTRICT

(ZON23-03)

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 May 9, 2023 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its May 15, 2023 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 change of zoning and by those citizens opposing said change, 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 Basic Zoning Ordinance No. 3414, 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-1 (Neighborhood Commercial) to R-3 (Multi-family Residential) Zoning described as follows:

Lot 17, Resubdivision of Lots 12, 15-19 of the Amended Subdivision Plat of Scottsvale Subdivision, Rolla, Phelps County, Missouri

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 19th DAY OF JUNE, 2023.**

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

2023

Fiscal Year 2nd Quarter Report



Rolla Municipal Utilities
Provided to Rolla City Council
May 15, 2023

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A STATEMENT BY THE BOARD OF PUBLIC WORKS

The Electric Power and Water System of the City of Rolla will be known as the **ROLLA MUNICIPAL UTILITIES**. Mr. J. B. Bronson will continue as general manager.

It will be the policy of the Board to operate the Rolla Municipal Utilities strictly on a business basis. There will be no change in the general policies of the management. All rates will be the same for the present.

The Board has three primary obligations:

1. To give the best possible service to the Citizens of Rolla.
2. To accumulate funds for the payment of the indebtedness. (Bond Issue and Revenue Certificates).
3. To build up reserve funds for any emergency and for replacement of machinery and equipment.

Regarding Service Interruptions:

This trouble is not in the local system, but in the source of supply. We hope eventually to have other sources of supply available and improve the electric service in Rolla.

Beginning immediately, \$1000.00 per month from the profits will be paid to the General Fund of the City of Rolla, which is to replace the Franchise Tax formerly paid by the Missouri General Utilities.

No merchandise will be sold in competition with local merchants.

No repair service will be maintained in competition with local Electric Service men.

Next Monday, November 12th, our offices will open in our new building, formerly the Negro U. S. O. Building, 102 W. 9th Street. All business will be transacted from this location after that date. The Rolla Free Public Library will occupy the second floor, and the State Board of Health and the County Agent the basement of this building. These quarters are furnished to the above organizations without cost as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

H. E. CASTLEMAN, President
F. H. FRAME, Vice-President
R. E. SCHUMAN, Secretary
F. A. CAMERON, Member

SECOND QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

	2nd Quarter FYTD 2022	2nd Quarter FYTD 2023	CHANGE
OPERATING REVENUES	\$15,576,811	\$15,650,258	\$73,447
OPERATING EXPENSES	(\$15,455,184)	(\$16,504,509)	\$1,049,325
OPERATING INCOME	\$121,627	(\$854,251)	(\$975,878)
OTHER INCOME & EXP.	\$444,745	\$603,623	\$158,878
NET INCOME	\$566,372	(\$250,628)	(\$817,000)

Upon completion of the second quarter of Fiscal Year 2023, we are showing operating loss of \$854,251. This is a decrease of over \$975,878 from the 2nd quarter of 2022.

Total operating expenses through the 2nd quarter of 2023 is \$16,504,509. This is up \$1,049,325 from the 2nd quarter of 2022.

Total Net Loss Year-to-Date through the 2nd quarter of 2023 is (\$250,628). The overall loss is largely due to an increase in wholesale cost and an increase in MWh purchased.



STATUS OF PENDING PROJECTS



ELECTRIC DEPARTMENT

- Phelps County Law Enforcement Center
Overhead electric distribution system extension to provide service to existing facility during expansion project.
- Lions Club
Replaced two poles and two pole mounted transformers after windstorm on February 14th. RMU primary electric, and related infrastructure will be replaced later – pending work by Lions Club contractor.
- 712 South Bishop (new Jiffy Lube)
Replacement of pole, underground primary extensions, new transformer and new metering for commercial development.
- 1600 Old Wire Outer Road
Installation of new pole and underground electric distribution system in conjunction with commercial redevelopment
- MO S&T General Services Building & Dangerous Materials Storage Building
Overhead and underground primary extensions, new transformer, and metering for commercial development
- MO S&T East Substation
Extension of overhead 34.5 kV system and installation of new metering.
- Alley west of Rolla Street between 8th & 9th Streets
Reconfiguration to accommodate new multi-story residential housing unit

WATER DEPARTMENT

- HyPoint 2 Well
 - Fire on January 30, 2023 with minor damage to interior. Placed back into service March 7, 2023. Converted service line from overhead to underground, including new pad-mounted transformer and metering.
- Completed Projects
 - MO S&T relocation of water meter on State Street north of 11th Street
 - Replacement of old water main
 - Sycamore Drive from Highway O to Cypress Drive
 - Cypress Drive from Sycamore Drive to Turkey Run
- Upcoming Projects – Replacement of old water main
 - 18th Street from Maxwell Street to Farrar Drive
 - Eastwood Drive
 - Elmwood Drive
 - Main Street from 9th Street to 10th Street
 - Main Street from Main to Rolla Street
 - 10th Street from Main Street to State Street
 - Rolla Street from 10th Street to 11th Street
 - East portion of Green Acres Drive
 - South Olive Street

FIBER

- MO S&T General Services Building – Extension of fiber system
- Nagogami Substation to Nagogami Standpipe – Extension of fiber system to reduce reliance on radios



PRESENTATIONS

- January 24, 2023 - Experts in the classroom at Rolla High School. Chad Davis gave presentation to students in the classroom. Electric Crew Rick Booker, Jestin Casto, Dalton Smith had outside demonstration of utility truck, supplies and gear used daily.

MISCELLANEOUS

➤ **Colored USO Recognition**

On Thursday, February 7th, the St. Robert Historical Preservation Society and RMU held a plaque dedication ceremony honoring the history of the RMU Office Building. The building was built in 1941 to house the Black USO in Rolla, MO. It opened to soldiers on February 7, 1942. It housed the USO throughout World War II, thousands of soldiers used the building for recreational activities, including a ball room that was located on the second floor. In December of 1945, the federal government sold the building to Rolla Municipal Utilities, and it has housed our offices ever since. We are proud to have this plaque to remember the great history of our building and all the soldiers who passed through here.

➤ **Utility Software**

After months of research, demonstrations, and feedback from staff as well as other utilities, RMU will be updating our Utility Operations Software. The new software has features our current system doesn't allow for including:

- Email and text notifications
- User friendly
- Faster customer onboarding
- Efficiency with service orders

Overall, the new software is more efficient for our current and future needs. The transition is underway with rollout planned for Spring 2024.

➤ **Truck #6**

The RBPW recently voted to approve the purchase of a new digger/derrick truck which will be replacing Truck #6. The challenges we have encountered with supplies and lead times indicates a delivery date of mid-2026. The price provided by Altec utilizing the cooperative procurement system through Sourcewell is \$458,925.00. Upon Board authorization of the purchase, the General Manager will present the proposed purchase to the City Council for comment as required by City Ordinance.



CONSIDERING SOLAR POWER?

Before determining whether solar power is a good long-term investment for your household, these are just a few of the questions to ask:

- Will my savings be worth my investment?
- Would other home improvements be more cost-effective way to save on my electric bill?
- Is my home situated to maximize the benefits of the sun?
- Have I considered roof age and/or replacement into my total cost of any roof mounted system?
- Are there any trees or tall structures around my home that would interfere with solar production?
- Have I solicited several proposals to get the best value?

Call your utility provider. Let RMU be a resource to help you make the best decision possible to maximize the return on any long-term investment.



COMPARATIVE RATES
ROLLA MUNICIPAL UTILITIES
Electric Residential Cost

2021				2022			2023			
Rates	600 kWh	1100 kWh	2000 kWh	600 kWh	1100 kWh	2000 kWh	600 kWh	1100 kWh	2000 kWh	
IOU	Ameren	N/A		N/A			N/A			
Co-Op's	Crawford	\$80.07	\$123.77	\$202.43	\$80.07	\$123.77	\$202.43	N/A	N/A	N/A
	Intercounty	\$88.10	\$130.51	\$206.85	\$89.03	\$130.98	\$206.48	\$95.70	\$140.70	\$221.70
	Gascosage	\$80.50	\$115.50	\$178.50	\$82.90	\$119.90	\$186.50	\$84.52	\$122.87	\$191.90
	Laclede	\$76.20	\$117.20	\$191.00	\$76.20	\$117.20	\$191.00	\$80.10	\$123.10	\$200.50
	Three Rivers	\$86.13	\$135.61	\$192.64	\$81.85	\$125.71	\$203.04	\$85.32	\$130.82	\$211.10
M/M/Pep Cities	Sullivan	\$70.57	\$114.59	\$187.49	\$70.57	\$114.59	\$187.49	\$70.57	\$114.59	\$187.49
	Cuba	\$62.65	\$106.40	\$182.75	N/A	N/A	N/A	\$63.35	\$107.61	\$184.85
	Houston	\$66.50	\$107.10	\$220.78	\$66.49	\$107.09	\$180.17	\$69.87	\$112.52	\$189.29
	Newburg	N/A			\$73.95	\$120.55	\$215.67	\$73.95	\$110.20	\$204.43
		N/A			\$83.81	\$145.37	\$237.71	\$94.07	\$145.37	\$237.71
	Richland	\$79.06	\$121.61	\$198.20	N/A	N/A	N/A	N/A	N/A	N/A
	Salem	\$55.86	\$93.10	\$186.20	\$63.60	\$116.60	\$212.00	\$88.84	\$154.54	\$272.80
St. Robert	N/A			\$85.92	\$136.52	\$227.60	N/A	N/A	N/A	
MoPep Cities	Hermann	\$88.14	\$136.59	\$223.80	\$88.14	\$136.59	\$223.80	\$88.14	\$136.59	\$223.80
	Lebanon	\$68.68	\$115.83	\$188.10	\$68.68	\$115.53	\$188.10	\$70.68	\$118.69	\$198.70
	Waynesville	\$78.90	\$132.15	\$228.00	\$82.40	\$135.65	\$231.50	\$82.40	\$135.65	\$231.50
	St. James	\$73.42	\$124.53	\$208.53	\$73.42	\$124.53	\$208.53	\$82.70	\$138.70	\$239.70
	Rolla	\$71.40	\$110.90	\$182.00	\$71.40	\$110.90	\$182.00	\$71.40	\$110.90	\$182.00
Crawford Electric has \$.0874 per kWh with \$.92 service availability Gascosage Electric rate increased to \$.074 per kWh in April, 2021 with a \$38.50 service fee Intercounty Electric Increased SAF to \$1.24 per day with a decrease of kWh to \$0.084827 per kWh. City of Cuba fuel adjustment changes every month; current is \$0.0021 City of Sullivan has a monthly FAC Summer rates Winter Rates revised 04/19/21 CompRates_2021 Based on a thirty (30) day month				Three Rivers Cooperative has new rates that went into affect 4/1/22 Intercounty has new rates that went into affect 4/1/22 Crawford Electric increasing on May 1, 2022. New rates would be 600 - \$85.44, 1100 - \$131.19, 2000 - \$213.54 City of Salem auto adjusts rates yearly in July City of Sullivan has a monthly FAC of .0323 Summer rates Winter Rates revised 05/01/22 CompRates_2022 Based on a thirty (30) day month			Three Rivers has new rates that went into affect on 4/1/23 Gascosage Price increase effective 5/1/23 Houston currently has a FAC of .0505 monthly Salem is probable for another rate increase in 4 to 6 months. Waynesville Rates will be increasing June 1, 2023 Summer rates Winter Rates revised 05/09/23 CompRates_2023 Based on a thirty (30) day month			

COMPARATIVE RATES
ROLLA MUNICIPAL UTILITIES
Water Residential Costs

2021		2022		2023	
4000 gallons		4000 gallons		4000 gallons	
St. James	\$16.60	St. James	\$16.60	St. James	\$16.60
St. Robert	N/A	St. Robert	\$15.92	St. Robert	n/a
Cuba	\$11.60	Cuba	n/a	Cuba	\$28.25
Hermann	\$31.50	Hermann	\$31.50	Hermann	\$31.50
Lebanon	\$12.84	Lebanon	\$12.84	Lebanon	\$13.98
Salem	\$27.56	Salem	\$27.56	Salem	\$27.56
Owensville	N/A	Owensville	\$53.01	Owensville	\$16.01
Waynesville	\$23.50	Waynesville	\$23.50	Waynesville	\$23.50
Richland	\$21.00	Richland	n/a	Richland	n/a
Rolla	\$24.00	Rolla	\$24.00	Rolla	\$24.00
Houston	\$29.59	Houston	\$30.54	Houston	\$31.50
Newburg	N/A	Newburg	\$37.67	Newburg	\$30.45
Sullivan	\$23.97	Sullivan	\$23.97	Sullivan	\$23.97
Public Water #2	\$43.95	Public Water #2	\$38.96	Public Water #2	\$39.96

Herman sewer is based on consumption. \$23.75 service charge plus \$.0041 per gallon.
Public Water #2 has a \$19.00 service fee plus \$4.99 per thousand rate fee.

Note:Rate change from last year
Revised 05/04/21

Herman sewer is based on consumption. \$25.25 service charge plus \$.0044 per gallon.
Public Water #2 has a \$19.00 service fee plus \$4.99 per thousand rate fee.

Note:Rate change from last year
Revised 05/01/22

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance Final Reading

ITEM/SUBJECT: Project #564 – FY 2023 Phase I Asphalt Improvements

BUDGET APPROPRIATION: \$400,000 DATE: 05/15/23

COMMENTARY:

City staff received bids for the FY 2023 Phase I Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$379,307.27
--	---------------------

Capital Paving & Construction, LLC 117 Commerce Drive Jefferson City, MO 65109	\$364,179.00
---	---------------------

Melrose Quarry & Asphalt Supply, LLC PO Box 187 Rolla, MO 65402	Irregular
--	------------------

Melrose's bid was declared irregular for not providing a bid bond. This phase overlays 10th Street from State Street to Forum Drive, 18th Street from Old St. James Road to Forum Drive, and 7th Street from Cedar Street to Holloway Street.

Staff is requesting a final reading of the ordinance authorizing the Mayor to enter into the contract with Capital Paving & Construction, LLC for \$364,179.00.

ITEM NO. III.A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CAPITAL PAVING & 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 & Construction, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15TH DAY OF MAY 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ **Capital Paving & Construction, LLC** _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2023 Phase I Asphalt Improvements, PROJECT 564**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2023 Phase I Asphalt Improvements, PROJECT 564**.

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

EXHIBIT A

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$364,179.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

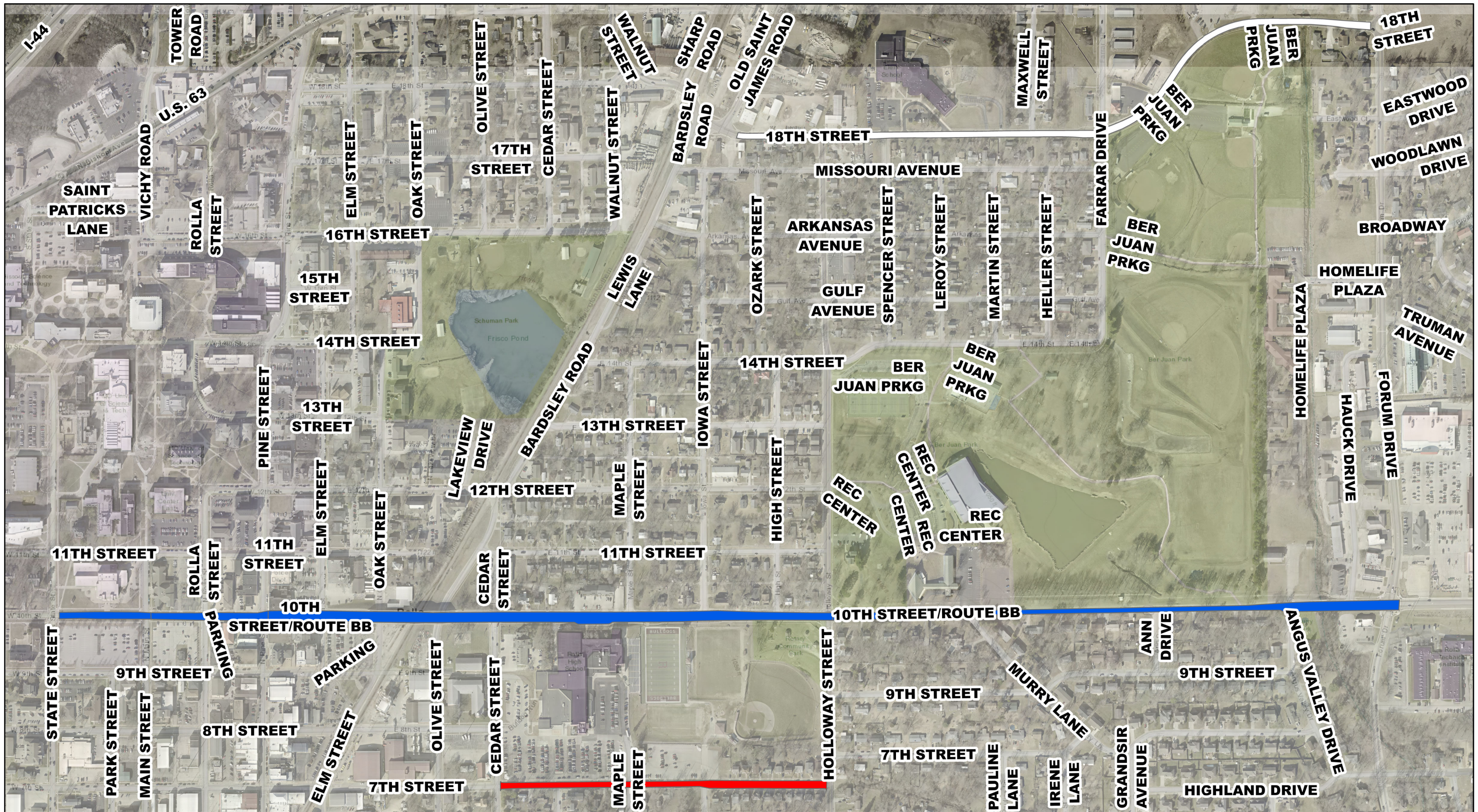
Notary Public




STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public



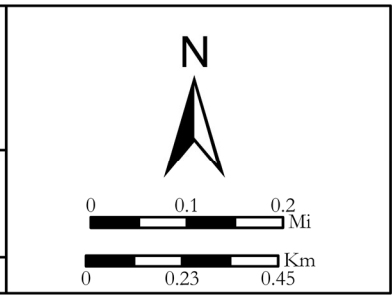
	18th Street
	10th Street
	7th Street

Asphalt Overlays

Phelps County, Missouri Dept. of Conservation, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA

2023

Coordinate System: NAD 1983 StatePlane Missouri Central FIPS 2402 Feet



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance **1st Reading**

ITEM/SUBJECT: Brownwood Estates Lease

BUDGET APPROPRIATION (IF APPLICABLE) - **DATE: 5/15/2023**

COMMENTARY:

In 1979 the City Council approved the Forum Lakes subdivision plat which included the dedication of the “containment area” to the City. In 1982 the City leased the eastern most containment area to the Brownwood Estates Homeowners Association (BEHA) for their exclusive use as a recreational feature for \$100/year and insurance. That lease has operated for two 20 year terms that has now expired. The BEHA does do regular cutting/maintenance on the pond and surrounding area. Rather than renewing for 20 year terms Staff is suggesting 5 year term (with an option for an additional 5 years) for closer monitoring.

ITEM NO. IV.A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE IN BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN LAND LEASE AGREEMENT WITH THE BROWNWOOD ESTATES HOMEOWNERS ASSOCIATION.

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 is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain Land Lease Agreement with the Brownwood Estates Homeowners Association, a copy of said Land Lease Agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 5TH DAY OF JUNE 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

LAND LEASE

THIS LEASE is entered into this _____ day of _____, 2023, by and between City of Rolla, a municipal corporation, ("Lessor"), and the Brownwood Estates Homeowners Association, hereinafter referred to as Lessee

WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lessor hereby leases to Lessee, and Lessee agrees to take as tenant of Lessor, the following described real estate situated in the City of Rolla, County of Phelps, State of Missouri, more particularly described as follows:

A portion of the Impoundment Lake Area as shown on the plat of the Forum Lakes, an Addition to the City of Rolla, Missouri, more particularly described as follows: Beginning at the Southeast Corner of tract No. 1 of said Forum Lakes; thence run South 0° 23' West for 30 feet; thence run South 33° 01' West for 238 feet; then run South 9° 43' East for 162.12 feet; thence run South 55° 59' East for 120 feet; thence run South 0° 23' West for 25 feet; thence run North 55° 59' West for 193 feet; thence run North 81° 00' West for 87 feet; run South 69° 00' West for 200 feet; thence run North 48° 30' West for 150 feet; thence run North 0° 38' West for 131.87 feet; thence run North 69° 00' East for 105 feet to the point of beginning, containing 3.2 acres, more or less.

Upon the conditions set forth herein.

2. Lessee shall have absolute possession and complete control of the above described premises, subject to the provisions contained herein for the term of this Lease.

3. The term of this lease shall commence on the _____ day of _____, 2023, and continue through the _____ day of 2028. So long as Lessee is not in default, Lessor grants Lessee an option to renew this lease for a term of five (5) years after the expiration of the initial term, subject to the mutual consent of the parties.

4. Lessee shall pay rent to Lessor a fixed base annual rent in the amount of One Hundred Dollars (\$100.00) per year, payable upon the date of this Lease and on the same date for each succeeding year of the Lease.

5. It is understood by and between the parties that here is situated on the above premises an impoundment pond used by the Lessor to control drainage and precipitation run off in the City of Rolla and that Lessor shall retain complete and absolute control of the drainage control structures situated on said premises and shall have the right to operate

such drainage control facilities so as to protect the public health and welfare and safety of the citizens of the City of Rolla, Missouri, and accommodate its needs for drainage and precipitation run off control. Nothing in the lease guarantees that the lessor will maintain the water surface elevation at the current elevation.

6. Lessee agrees that as a part of the consideration of this agreement that it will maintain the impoundment area situated on the above-described premises in a clean and orderly fashion and that it will do everything necessary to prevent the buildup of silt and other accumulation of deposits from impairing the drainage facility thereon. It is further agreed by and between the parties that should the Lessor determine in its own best judgement that the said impoundment area is not being kept adequately clean so as to protect its drainage facility, the city may, at its option, give notice to Lessee to abate and correct such practices and that if the said Lessee does not comply with said request within a period of thirty (30) days, then the Lessor shall have the right to enter upon said premises and clean or correct deficiencies as may exist in said impoundment area and that Lessee shall pay to Lessor a reasonable value of such work.

7. Lessee covenants and agrees to hold Lessor harmless from any liability arising from its use occupation, care, and maintenance of the above described premises during the term of this Lease, and shall reimburse the Lessor for any losses it may incur as a result of the acts or omissions of the Lessee.

8. Lessor specifically reserves unto itself the right to authorize permits for the construction of and maintenance of utilities over and across the above-described property.

9. The undersigned do hereby covenant on behalf of the lessor that they are authorized by the City Council of the City of Rolla, Missouri, to execute this Lease agreement by the authority of its Board of Directors and that the undersigned executed this Lease agreement pursuant to the authority granted to them by Resolution of said Board of Directors dated on the _____ day of _____, 2023.

10. Lessee covenants that it is lawfully empowered to execute this agreement and does so on behalf of the authority of its Board of Directors and that the undersigned executed this Lease agreement pursuant to the authority granted to them by Resolution of said Board of Directors dated on the _____ day of _____, 2023.

11. Lessee further agrees and covenants that is shall in no way make any improvements or alter the terrain of the property described above, including the aforesaid impoundment area without first obtaining the written consent of the Lessor.

12. Lessor and its agents and employees shall have the right to enter upon the above-described premises at any time without the written consent of the Lessee.

13. Should Lessee fail to satisfy or perform any of the conditions or provisions set forth in this agreement, the Lessor shall, at its option, have the right to re-enter and take possession of the above described premises and declare this agreement null and void after

giving Lessee thirty (30) days written notice of such non-performance or violation of the conditions in this agreement. Lessee does hereby agree and covenant that upon receipt of such written notice that it shall cease all use, occupancy, and possession of the above-described premises and shall fore with relinquish said use, occupancy and possession of the above-described premises to Lessor.

14. Lessor shall not be liable to Lessee or any other person or corporation, including employees, for any damage to person or property caused by water, rain, snow, frost, fire, storm or accident, or by breakage, stoppage of leakage of water, gas, heating and sewer pipes of plumbing, upon, about or adjacent to said premises. Lessee shall maintain premises liability insurance on the leased premises naming both Lessor and Lessee as insureds with a minimum single limit of liability coverage of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). Upon request, the Lessee shall provide Lessor with a copy of such policy or a certificate evidencing the existence of such policy.

15. This agreement shall be binding upon parties hereto, their heirs, successors, administrators and assigns.

16. The only people who may enter the previously described premises are residents of Brownwood Estates and their guests or other authorized individuals for purposes of maintenance or other work.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument in duplicate as of the day and year first above written.

LESSOR
CITY OF ROLLA, MISSOURI

By: _____
Mayor

Attest: _____

Print Name

Print Name
City Clerk

LESSEE
BROWNWOOD ESTATE HOMEOWNERS ASSOCIATION

By: _____
Wanda McPheron, President

Print Name

Attest: _____
Deborah Castle, Secretary of the Board of Managers
“an unincorporated association without a seal”

Print Name

BROWNWOOD ESTATES & FORUM LAKES AREA

N
W E
S
N.T.S.
APRIL, 2023

PARKSIDE AVENUE

OLD SAINT JAMES ROAD

HARVEY COURT

MCCUTCHEM

HARVEY LANE

DETENTION POND

CHRIS COURT

DETENTION POND

PROPOSED LEASE
AREA

BROWNWOOD
ESTATES

CALIFORNIA DRIVE

SAN FERNANDO COURT

MONTEREY COURT

FORUM DRIVE

MALIBU COURT



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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT:	Steffanie D. Rogers Finance Director	ACTION REQUESTED:	Motion
DATE:	May 15, 2023	BUDGET APPROPRIATION:	\$ 0.00
SUBJECT:	Consider Motion to Approve Fiscal Year 2022 Independent Audit		

COMMENTARY:

Michael Keenan, Cochran Head Vick & Co, will present an overview of the fiscal year 2022 independent audit. This year's management letter contains three (3) written recommendations (included in the Required Communications and Management Letter) for the City of Rolla. As accounting principles and standards progress, staff will continue to develop internal processes to ensure compliance.

Staff is recommending a motion to accept the independent audit for fiscal year 2022.

IV.B.1

ITEM NO. _____

CITY OF ROLLA, MISSOURI
REQUIRED COMMUNICATIONS
AND MANAGEMENT LETTER
For the Year Ended September 30, 2022

City of Rolla, Missouri

**Required Communications and Management Letter
For the Year Ended September 30, 2022**

Table of Contents

	<u>Page Number</u>
Required Communications and Management Letter	1-5



To the Honorable Mayor and
City Council
City of Rolla, Missouri

We have audited the financial statements of the City of Rolla, Missouri (the City) for the year ended September 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated August 19, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements. As described in Notes 1, 5, and 8 to the financial statements, the City changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB) Statement No. 87, *Leases*, in 2022. No other new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Significant accounting estimates used by the City's management include determining the allowance for doubtful accounts, the estimated useful lives used in recording depreciation and accumulated depreciation for capital assets, the estimated obligation relating to pension and other post-employment benefits (OPEB), and self-insurance claims payable amounts. We evaluated the key factors and assumptions used in developing the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of our audit procedures were corrected by management:

- Prior period adjustment of \$12,021,704 and current year adjustment of \$7,109,172 to record certain infrastructure capital assets, contributed to the City from Move Rolla Transportation Development District.
- Adjustment of \$339,111 to properly report the outstanding balance of the Series 2020 Sewage System Refunding and Improvement Revenue Bonds at year end as project drawdown reimbursement funding requests are reported when the drawdown request is received.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 5, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the City's management's discussion and analysis, schedule of changes in net pension liability (asset) and related ratios, schedule of employer contributions and the schedule of changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

In planning and performing our audit of the financial statements of the City as of and for the year ended September 30, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness.

As part of our audit, we try to identify opportunities for improving the management of financial resources and for improving the internal controls over financial reporting. We are submitting, for your consideration, our observations and recommendations with regard to these matters.

The City's written responses to our comments have not been subject to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

CURRENT YEAR COMMENTS

Financial Reporting – Material Weakness

Management is responsible for establishing, maintaining and monitoring internal controls over financial reporting, and for the fair presentation of the financial statements and related notes in conformity with U.S. generally accepted accounting principles.

Our audit procedures identified adjustments that were required to properly report certain transactions of the City in accordance with generally accepted accounting principles. These adjustments were not initially identified by the City's internal controls over financial reporting.

We recommend that management review year-end closing procedures to ensure that transactions are properly recorded and approved in accordance with generally accepted accounting principles.

Management's Response

Management will continue reviewing and revising year end closing procedures including developing a year end closing checklist and closing process ensure that all transactions have been accounted for, are recorded in the proper period, and the financial statements and supporting schedules are fairly stated in material respects.

IV.B.6

OTHER RECOMMENDATIONS

Contractual, Intergovernmental and Development Agreements

The City has entered into an assortment of contractual, intergovernmental and development agreements. The contract provision requirements under some of these agreements are often complex, with events occurring that may require the recording of an accounting transaction which are often triggered by a non-cash transaction or event. These types of accounting transactions are not always readily known or detected by finance personnel in the normal course of performing their assigned functions. We recommend that management review the processes related to the identification and recording of these types of accounting transactions.

Management's Response

Finance staff and management will review current processes for identifying and recording non-cash transactions or events.

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the following statements which may impact the City's financial reporting requirements.

- GASB Statement No. 91 – Conduit Debt Obligations, effective for the fiscal year beginning October 1, 2022.
- GASB Statement No. 94 - Public-Private and Public-Public Partnerships and Availability Payment Arrangements, effective for the fiscal year beginning October 1, 2022.
- GASB Statement No. 96 Subscription-Based Information Technology Arrangements, effective for the fiscal year beginning October 1, 2022.
- GASB Statement 99 Omnibus 2022, generally effective for fiscal year beginning October 1, 2022.
- GASB Statement No. 100, Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62, effective for the fiscal year beginning October 1, 2023.
- GASB Statement No. 101, Compensated Absences, effective for the fiscal year beginning October 1, 2024.

We recommend management review these standards to determine the impact they may have on the City's financial reporting.

Management's Response

Management will review the new standards as they become effective and will evaluate their impact on the City's financial reporting.

Prior Year Comment Description	Significance	Current Year Status
Financial Reporting	We recommended that management review year-end closing procedures to ensure that transactions are properly recorded and approved in accordance with generally accepted accounting principles.	Comment repeated
Cyber Security	Organizations are encountering more cyberattacks than in previous years partly due to the migration of working remote. We recommended that the City continue reviewing current policies and procedures related to cyber security.	We continue to recommend that the City continue reviewing current policies and procedures related to cyber security.
American Rescue Plan Act Funds	On January 6, 2022, the U.S. Department of the Treasury (Treasury) adopted a final rule, effective April 1, 2022, implementing the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA). The final rule has changes to approved uses of funds including, but not limited to: 1) responses to negative economic impacts of the public health emergency; 2) responses to the disproportionate public health and economic impacts of the pandemic in certain communities; 3) capital expenditures to respond to the public health and negative economic impacts of the pandemic; and 4) responses to restore and bolster government employment. We recommended that the City review the final rules and establish appropriate program and compliance management functions to oversees the program and ensure compliance with requirements.	We recommend that the City continue monitoring established program and compliance management functions to oversees the program and ensure compliance with requirements.
Future Accounting Pronouncements	We recommended that management review upcoming standards to determine what impact they may have on the City's financial reporting.	The City implemented all applicable standards that became effective during fiscal year 2022. See the current comments section for additional upcoming accounting standards.

This report is intended solely for the information and use of the Mayor and City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Hood & Associates CPA PC

Kansas City, Missouri
May 5, 2023

IV.B.8



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: Vacation of an easement at 1906/1908 N Bishop Ave

(VAC23-02)

MEETING DATE: May 15, 2023

Application and Notice:

Applicant/Owner - Tony Koenig or Midwest Petroleum
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

The property with the Budget Deluxe Motel was recently purchased by the applicant. The applicant seeks to vacate an easement which crosses the subject property, running through the existing motel building. The easement was originally dedicated to “the United States of America” for a waterline easement. The easement is not used for any public utilities. It is not known if the easement was ever used for any public utility.

The applicant received mixed opinions from their title companies. The applicant believes seeking a vacation from the city will be sufficient to eliminate any concerns clouding the title, much like a quit claim deed.

The area to be vacated does not have any utilities and is not needed.

Property Details:

Land area - Approximately 2,000 sq. ft. to be vacated.

Public Facilities/Improvements:

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

Discussion:

The easement was never assumed by the city to be a public easement. The easement is not needed for any existing or future utility needs. Staff recommends the easement be vacated.

Prepared by:

Tom Coots, City Planner

Attachments:

Area Map; Exhibit; Ordinance

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE VACATION OF A PORTION OF AN EASEMENT
LOCATED AT 1906/1908 N BISHOP AVE**

(VAC23-02)

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

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

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

A strip of land 15 feet wide, 7.5 feet lying on each side of the following described center line:

Starting at the point of intersection of the center line of Walnut Street and the Westerly prolongation of the Northerly line of 19th Street in the City of Rolla, Phelps County, Missouri, along a line making a Northwesterly angle of 51° 18' to the West right-of-way line of Walnut Street, the point of beginning; thence from the last named point Northwesterly 51° 18' a distance of 132.2 feet to an intersection of this course with an existing water line; all in Block 22, Schuman's Addition to the City of Rolla, Phelps County, Missouri.

This vacation of the above Easement granted to the "United States of America" is assumed to be intended to be a public easement, and recorded March 20, 1943, in Book 116, Page 223, Phelps County, Missouri Records.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 5TH DAY OF JUNE, 2023.**

APPROVED:

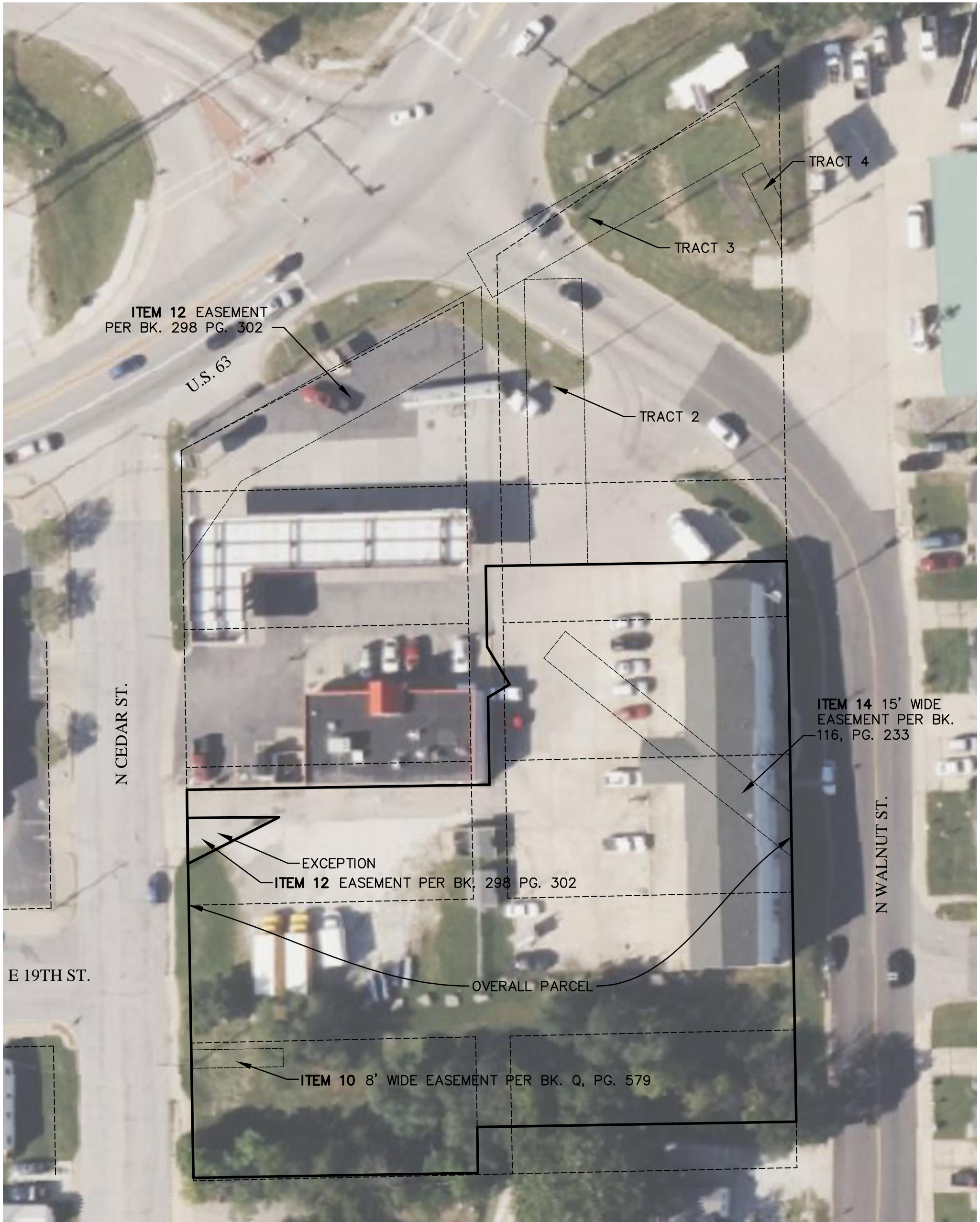
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



ITEM 12 EASEMENT
PER BK. 298 PG. 302

U.S. 63

TRACT 4

TRACT 3

TRACT 2

N CEDAR ST.

ITEM 14 15' WIDE
EASEMENT PER BK.
116, PG. 233

N WALNUT ST.

EXCEPTION
ITEM 12 EASEMENT PER BK. 298 PG. 302

E 19TH ST.

OVERALL PARCEL

ITEM 10 8' WIDE EASEMENT PER BK. Q, PG. 579



Project Information:

Case No: VAC23-02
 Location: 1906/1908 N Bishop
 Applicant: Midwest Petroleum
 Request:
 Vacation of unused easement



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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

IV.C.4

CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Discussion

ITEM/SUBJECT: New Fire Truck Purchase

BUDGET APPROPRIATION: \$900,000

DATE: May 15, 2023

COMMENTARY:

The City of Rolla maintains a fleet of 6 fire trucks (apparatus) split between 2 fire stations (1 truck at each station in a “reserve status”). Fire trucks are very specialized pieces of equipment and can range from a few hundred thousand dollars to \$1.5 million and generally have a functional life of 20 years. Rolla typically finances new fire trucks over 7 – 12 years. We are currently paying on one fire truck and the inventory is as follows:

<u>Station 1</u>	<u>Station 2</u>
Ladder-33, 2019 105’ Ladder Truck	Engine-34, 2013 Pumper
Tower-31, 2006 95’ Platform Aerial	Ladder-35, 2007 75’ Ladder Truck
Ladder-36, 2000 75’ Ladder Truck	Engine-32, 1998 Rescue Pumper

We have \$895,000 budgeted to replace a Pumper Truck. With inflation and the cost/delays in specialized equipment we have been told by two vendors that a truck meeting our general specifications today will likely be \$1.1 – 1.2M with an uncertain delivery of up to 3 years. Unfortunately our fleet (and our budget) will not reasonably support such a procurement. However, MacQueen Emergency (St. Paul, MN) – the Pierce Dealer (the manufacture of all of our trucks) has a model Pumper that has been used at this year’s trade shows on the market for \$893,000 (plus \$13,000+/- for seating modifications). Because of Rolla’s past relationship with Pierce they are holding that vehicle until June 6th before putting it on the market. Pierce/MacQueen also utilizes the Houston Galveston Area Council – a nationwide, government procurement service through whom Rolla is a member so the procurement would meet State procurement requirements. At the next Council Meeting Chief Jeff Breen will provide additional detail on the new truck purchase and our overall fleet but Staff wanted to provide Council/public notice before asking for action at the June 5th meeting. Discussion needed.

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director
ACTION REQUESTED: First & Final Reading Approving Ordinance
ITEM/SUBJECT: ARPA Community Revitalization grant award

TOTAL BUDGET APPROPRIATION: \$495k matching funds DATE: May 15, 2023

COMMENTARY:

The City received notice of the award of federal funding through the Department of Economic Development for “Community Revitalization” as part of the American Rescue Plan Act. Council approved the Parks & Recreation Department’s application on Nov. 21 for the maximum of \$500,000 with a minimum of 50% match. Reimbursement will be issued for costs incurred and paid after the award date and before Sept. 30, 2026. Eligible costs must be incurred after March 3, 2021.

This grant allows for the lighting of the Bayless ballfield, replacement of the Ber Juan Park trail/sidewalk (8 – 10’), a new ADA compliant bathroom at Ber Juan Park, and replacement of various exercise stations throughout Ber Juan. City funding will come primarily from parks projects completed during this time frame and approximately \$75,000 from Park funds.

The Parks & Recreation Director and the Public Works Director both attended the required grant training in Springfield April 18 as the first step in the process.

First and final reading is needed due to required submittal of the grant agreement documents by May 31.

V.A.1

ITEM NO. _____



V.A.2

ITEM NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN COMMUNITY REVITALIZATION AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE DEPARTMENT OF ECONOMIC DEVELOPMENT FOR PARK IMPROVEMENTS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, a certain community revitalization agreement between the City of Rolla, the Department of Economic Development for park improvements, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15th DAY OF MAY 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V.A.3

GRANT AGREEMENT

Missouri ARPA Community Revitalization Grant Program

This Grant (Subaward) Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Subrecipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT*	PROJECT NAME
City of Rolla	Rolla Parks and Recreational Facilities Improvements
STATE OF ORGANIZATION	TYPE OF ENTITY
MO	Missouri municipality
EIN	SAM.GOV UNIQUE ENTITY IDENTIFIER
436003049	CCUNJ12EUKC5
FEDERAL AWARD ID NUMBER	CFDA NUMBER AND NAME1111
SLFRP4542	21.027 Coronavirus State Fiscal Recovery Fund
MAXIMUM SUBAWARD*	COST SHARING RATIO*
\$495,212	1:1 (Program Funds:Local Match)
	MO CONTRACT NUMBER
	34183550
DATE OF AWARD*	PERIOD OF PERFORMANCE*
March 22, 2023	March 3, 2021 through September 30, 2026
NOTICE TO SUBRECIPIENT*	NOTICE TO DED*
Attn: John D. Butz Title: City Administrator Street: 901 N. Elm City, MO Zip: Rolla, MO 65401 Phone: 1-573-426-6948 Email: jbutz@rollacity.org	Department of Economic Development Attn: Bradley Clark Senior Grant Success Manager Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

- 2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") (42 U.S.C. § 802), and appropriated \$195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "to respond to the negative economic impacts" of COVID-19."
- 2.2. The SFRF is further implemented by Treasury through regulations (31 CFR part 35) and other guidance.
- 2.3. The State of Missouri ("State") entered into an agreement with Treasury regarding the State's share of SFRF funding ("Treasury-State Grant Agreement").
- 2.4. The SFRF award to the State is over \$2.5 billion (separate from local government allocations).
- 2.5. The Missouri General Assembly appropriated, and the Governor approved, \$100,000,000 in SFRF funds to DED for community development and revitalization for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.065, 2022).
- 2.6. DED established the Missouri ARPA Community Revitalization Grant Program, a competitive grant program ("Program"), to provide federal financial assistance for investments in communities in the State.
- 2.7. DED issued guidelines for the Program, and issued an updated version of the guidelines (September 28, 2022) when DED began accepting applications for the Program.
- 2.8. From September 28 to November 30, 2022, DED accepted applications from interested applicants.
- 2.9. DED issued Frequently Asked Questions for the Program on November 16, 2022 ("Program FAQs").
- 2.10. DED issued Administrative Policy FAQs applicable to the Program on December 13, 2022 ("Administrative FAQs").
- 2.11. Subrecipient submitted an application for a community revitalization project, and DED approved the project for funding.
- 2.12. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Subaward to Subrecipient, and agree as follows:

3. DEFINITIONS

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, and as follows:

- (a) "Administrative FAQs" means the document that can be accessed from the DED ARPA webpage, specifically at <https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>, as may be amended from time to time, which is incorporated by reference as if fully set forth herein.
- (b) "Allowable Costs" has the meaning set forth in section 6 of this Agreement.
- (c) "Cost Sharing Ratio" means the amount of Local Match that Subrecipient must demonstrate to DED to receive payment of an amount of Program Funds, expressed as a ratio of dollars of Program Funds for each dollar of Local Match. For this Subaward, the Cost Sharing Ratio is set forth in section 1 of this Agreement. Cost Sharing Ratio is only for the purposes of payment rate of Program Funds, and does not alter the Maximum Subaward Amount or Subrecipient's Local Match obligation.
- (d) "Local Match" is the amount of funds for the Project that are not Program Funds, as set forth in Subrecipient's Application, which may be modified by Subrecipient's Final Project Budget, which is in Exhibit 4 to this Agreement.
- (e) "Program FAQs" means the document attached as Exhibit 3 to this Agreement, and described in section 2.9 of this Agreement.
- (f) "Program Funds" means the Federal Financial Assistance Subrecipient has or may receive from DED under this Agreement, which must not exceed the Maximum Subaward amount in section 1 of this Agreement. Program Funds consist of SFRF funds, pursuant to the Treasury-State Grant Agreement.
- (g) "Program Guidelines" means the document attached as Exhibit 1 to this Agreement, titled "Program Guidelines, Community Revitalization Grant Program".
- (h) "Project" means the community revitalization project as set forth in Subrecipient's Application, further identified by the Project Name in section 1 of this Agreement, modified, if applicable.
- (i) "Project Cost" has the meaning set forth in 2 CFR 200.1, and is the total Allowable Costs actually incurred for the Project.
- (j) "Request for Payment" means any DED form, whether paper or electronic, by which Subrecipient requests payment from the State/DED from Program Funds by providing required information and supporting documentation.
- (k) "RSMo" means the Revised Statutes of Missouri.
- (l) "Subaward" has the meaning set forth in 2 CFR 200.1, and is as described in the contract documents set forth in section 4 of this Agreement.
- (m) "Subrecipient" means the entity identified in section 1 of this Agreement, which is a subrecipient as that term is defined in 2 CFR 200.1.

- (n) "Subrecipient's Application", means the application form and supporting documentation received by DED from Subrecipient for the Program by which Subrecipient requested an award of federal financial assistance, further identified based on the Project Name specified in section 1 of this Agreement.
- (o) "Total Budgeted Amount" means the sum of the Maximum Subaward and the Local Match. The Total Budgeted Amount is a forward-looking amount, and: may be a different amount than Project Cost, which is based on actual costs incurred for the Project.
- (p) "Treasury" means the U.S. Department of the Treasury, which is the awarding federal agency as that term is defined in 2 CFR 200.1.
- (q) "Treasury-State Grant Agreement" means the SFRF grant agreement described in section 2.3 of this Agreement and is the document attached as Exhibit 2 to this Agreement,
- (r) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.
- (s) "Uniform Guidance" means 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Treasury pursuant to 2 CFR 1000.10.

4. THE CONTRACT DOCUMENTS

- 4.1. The contract between the Parties with respect to the grant of Program Funds to Subrecipient shall consist of:
 - (a) This Agreement, which includes the Program Guidelines (Exhibit 1), the Treasury-State Grant Agreement (Exhibit 2); the Program FAQs (Exhibit 3); Administrative FAQs (<https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>), and Subrecipient's Final Project Budget (Exhibit 4); and
 - (b) Subrecipient's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

5. SUBRECIPIENT'S OBLIGATIONS

- 5.1. In entering into this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.
- 5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Subaward must comply with all applicable requirements in:
 - (a) 42 U.S.C. § 802 (codification of SFRF from ARPA);
 - (b) Treasury SFRF regulations at 31 CFR part 35;

- (c) Supplementary Information to the SFRF Final Rule, 87 F.R. 4338-4446;
 - (d) Treasury SFRF guidance documents:
 - i. "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds", Version 5.0 issued by Treasury on September 20, 2022, as may be amended from time to time;
 - ii. "Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions", most recently updated on July 27, 2022, as may be amended from time to time;
 - iii. "Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds", Version 4.0 issued by Treasury on October 12, 2022, as may be amended from time to time; and
 - iv. Any other guidance issued by Treasury regarding the SFRF.
 - (e) The Treasury-State Grant Agreement (Exhibit 2);
 - (f) Program Guidelines (Exhibit 1);
 - (g) Program FAQs (Exhibit 3); and
 - (h) Administrative FAQs.
- 5.3. Subrecipient must complete the Project by the end of the Period of Performance set forth in section 1 of this Agreement.
- 5.4. Subrecipient may use Program Funds only to carry out the activities for the Project as set forth in Subrecipient's Application and for no other purpose.
- 5.5. The Project must provide programs or services to eligible beneficiaries (see Exhibits 1 and 2) as set forth in Subrecipient's Application.
- 5.6. Subrecipient may only be reimbursed by DED with Program Funds for Allowable Costs.
- 5.7. Any publications produced with funds from this Subaward must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

6. COST PRINCIPLES

- 6.1. Allowable Costs will be determined based on the following:
- (a) Subpart E of the Uniform Guidance, Cost Principles, including but not limited to:
 - i. The cost is necessary for Subrecipient to carry out the Project;
 - ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
 - iii. The cost must have been incurred directly or indirectly to carry out the Project; and

- iv. The cost must be adequately documented;
- (b) The cost must be incurred by Subrecipient prior to the end of the Period of Performance; and
 - i. For the purposes of meeting Local Match, costs cannot be incurred earlier than the beginning of the Period of Performance; and
 - ii. For the purposes of receiving Program Funds from DED for incurred or paid costs, costs cannot be incurred earlier than the Date of Award;
- (c) The cost must be included in the Subrecipient's Final Project Budget (Exhibit 4);
- (d) Contingency costs will be Allowable Costs only if included in Subrecipient's Application;
- (e) Subaward administrative costs will be allowable costs only if included in Subrecipient's Application and in Subrecipient's Final Project Budget (Exhibit 4), and such costs must not exceed the maximum amount as set forth in the Program Guidelines.
- (f) The cost is not an Unallowable Cost, which includes, but is not limited to, the following:
 - i. Costs incurred by Subrecipient outside of the time periods set forth in section 6.1 (b), except for Subaward administrative costs incurred relating to close-out of an award;
 - ii. Costs that will be reimbursed by other federal, state, or local funding;
 - iii. Costs as set forth in the Program Guidelines, Program FAQs, or Administrative FAQs as an ineligible project cost;
 - iv. Indirect costs;
 - v. Costs that are not allowable under Subpart E of the Uniform Guidance, Cost Principles, including but not limited to exclusions of selected items of cost in 2 CFR 200.420-.476; and
 - vi. Costs of prohibited lobbying activities, as set forth in 2 CFR 200.450 (see certification in section 13.1 (g) of this Agreement).

7. LOCAL MATCH

- (a) Subrecipient's Application, as modified by Subrecipient's Final Project Budget (Exhibit 4), includes a voluntary cost sharing commitment (see 2 CFR 200.1), or Subrecipient must meet its commitment (the "Local Match") as set forth in this Agreement.
- (b) Subrecipient's Local Match voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Budgeted Amount). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:

- i. If actual Allowable Costs for the Project are less than the Total Budgeted Amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.
- ii. If actual Allowable Costs for the Project exceed the Total Budgeted Amount, the Program Funds with which DED may reimburse Subrecipient cannot exceed the Maximum Subaward amount in section 1 of this Agreement.
- (c) Subrecipient's failure to meet its Local Match may result in DED assigning specific award conditions or taking other action as authorized in section 14 of this Agreement.
- (d) As stated in section 6.1 (b), Subrecipient's Local Match must be met from otherwise Allowable Costs incurred during the Period of Performance.
- (e) Subrecipient's Local Match must comply with 2 CFR 200.306.
- (f) Unrecovered indirect costs are not allowed to meet the Local Match.
- (g) Subrecipient must create and maintain sufficient records demonstrating that it is meeting or has met its Local Match requirement, to facilitate questions and audits.
- (h) Subrecipient must submit records to DED showing how it has met its Local Match according to the Cost Sharing Ratio, in order to receive payment under section 8 of this Agreement.

8. PROGRAM FUNDS PAYMENT

- 8.1. Subrecipient will receive no Program Funds from DED until it has successfully registered for and received:
 - (a) A SAM.gov Unique Entity Identifier and provided the number to DED; and
 - (b) A vendor number from Missouri's SAM II vendor registration system.
- 8.2. Subrecipient may submit Requests for Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Subrecipient to have the ability to upload electronic copies of documents.
 - (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - i. Invoice/reference number (assigned by Subrecipient);
 - ii. Invoice date;
 - iii. Invoice period (to which the reimbursement request is applicable);
 - iv. MO Contract Number (from section 1 of this Agreement);

- v. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;
 - vi. Subrecipient name;
 - vii. Subrecipient remittance address;
 - viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and
 - ix. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:
 - a. The amount requested by Subaward budget line-item;
 - b. The amount paid by Subaward budget line-item to date;
 - c. The total amount paid under this Agreement to date; and
 - d. The total amount requested (all line-items) for the invoice period;
- (b) Subrecipient has agreed to a Local Match pursuant to section 7.1 of this Agreement. With each request for payment to DED, Subrecipient must submit documents enabling DED to ensure it is paying Subrecipient with Program Funds according to the Cost Sharing Ratio in section 1 of this Agreement. For example, if the Cost Sharing Ratio is 1:1, for every dollar requested in Program Funds, Subrecipient must demonstrate to DED that it has expended one dollar in Local Match; and
- (c) If total payments to Subrecipient under this Agreement exceed the Maximum Subaward amount, Subrecipient must refund the excess amount to DED.
- 8.3. Requests for Program Funds must be submitted only by a person authorized to submit a Request according to Subrecipient's internal control processes. A form will be provided by DED for Subrecipient to designate who is authorized to submit Requests for Program Funds.
- 8.4. Subrecipient shall submit Requests for Program Funds no more than once a month, unless the amount exceeds \$10,000.
- 8.5. Requests for Program Funds can be of two types:
- (a) Reimbursement of Costs Paid. The cost reimbursement method of payment consists of the payment of Program Funds to the Subrecipient based on actual expenditures for which the Subrecipient paid.
 - i. Supporting documentation may include invoices, paid bills, purchase vouchers, payrolls, copies of checks, contractor pay applications, etc.
 - ii. All vouchers/invoices should be on contractor's/vendors' letterhead.
 - iii. Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure.

- iv. Reimbursement of costs paid is the preferred method of payment of Funds by DED.
 - (b) Advance payment. The Subrecipient may request Program Funds for incurred costs that the Subrecipient is unable to pay in advance of receiving Program Funds from DED.
 - i. Supporting documentation includes invoices or similar documentation. Subrecipient must explain in its Request for Payment why it cannot proceed with the reimbursement of costs method.
 - ii. During monitoring by DED, the Subrecipient must provide supporting documentation that the incurred costs were paid within three business days of receipt of Program Funds by DED (the "Three-Day Rule"). Documents of this include bank statements or cancelled checks.
 - (c) Subrecipient may use both types of Request for Payment, depending on the costs at issue.
- 8.6. If Subrecipient's budget includes grant administrative costs, such costs shall not exceed the amounts in the Program Guidelines.
- (a) Subrecipient's grant administration costs shall be paid by DED as a set percentage of each Request for Payment.
- 8.7. Upon review and approval of Subrecipient's Request for Funds, DED shall pay Subrecipient's Allowable Costs with Program Funds, not to exceed the Maximum Subaward amount in section 1 of this Agreement. As stated in section 6.1(b), costs incurred prior to the Date of Award are not eligible for Program Funds.
- 8.8. Subrecipient must submit its final Request for Funds to DED no later than the end of the Period of Performance. DED will not reimburse a Request for Funds received after this date.
- 8.9. DED is not liable for any of Subrecipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Subaward amount in section 1 of this Agreement.
- 8.10. Any reimbursements to Subrecipient will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute Disallowed Costs in accordance with the Cost Principles of subpart E of the Uniform Guidance and as set forth elsewhere in this Agreement.
- 8.11. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.

- 8.12. As provided in the Treasury-State Grant Agreement, any funds paid to the Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.
- (a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Subrecipient's debt to the State. Debts owed by Subrecipient to the State must be paid promptly by Subrecipient to the State. A debt owed to the State by Subrecipient under this Agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Subrecipient knowingly or improperly retains funds that are a debt as defined in this section 8.12.
 - (b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under section 15 of this Agreement. The rights of the State as expressed in this section 8.12 are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Subrecipient.

9. REPORTING

- 9.1. Subrecipient agrees to comply with any reporting obligations established by Treasury or DED, as it relates to this subaward. In the case of an additional reporting obligation imposed by DED under 2 CFR 200.332(a)(3), this Agreement shall be amended.
- 9.2. DED/the State must submit two types of reports to Treasury: quarterly project and expenditure reports and annual performance reports.
- 9.3. **Quarterly Project and Expenditure Reports**
- (a) DED/the State must submit quarterly project and expenditure reports ("Quarterly Reports") to Treasury.
 - (b) Subrecipient agrees to provide DED with the data, information, and documents set forth in section 9.3(f) of this Agreement on the following dates each year: March 1, June 1, September 1, and December 1.
 - (c) Subrecipient agrees to provide the data, information, and documents for the Quarterly Reports in a format designated by DED, which is expected to be using the Submittable® platform similar to how Subrecipient applied for the Program.

- (d) The data, information, and document requirements for the quarterly report in section 9.3(f) of this Agreement are based on information in the following Treasury documents:
- i. Treasury's SFRF Compliance and Reporting Guidance (Version 5.0, September 20, 2022), as may be amended from time to time; and
 - ii. Treasury's SFRF Project and Expenditure Report User Guide (Version 6, April 1, 2023), as may be amended from time to time.
- (e) Subrecipient agrees that if Treasury modifies its quarterly project and expenditure reporting requirements under SFRF, Subrecipient will provide additional reporting required by Treasury of DED/the State for the Project.
- (f) Based on the Treasury guidance in section 9.3(d) of this Agreement, Subrecipient agrees to provide the following information to DED/the State for the Quarterly Reports:

(1)	Project name, basic description, project expenditure category
(2)	Project completion status (not started, less than 50% complete, 50% or more complete, completed)
(3)	Project obligations and expenditures (current period and cumulative)
(4)	Program income (if applicable)
(5)	Total approved/adopted budget for Project (all sources)
(6)	Project Demographic Distribution (a) What Impacted and/or Disproportionately Impacted population does this project primarily serve? (b) If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, identify the two additional populations served
(7)	Number of beneficiaries (e.g., households, persons, families) per eligible beneficiary category
(8)	Number of affordable housing units preserved or developed (if applicable)
(9)	For construction projects: (a) Projected and actual construction start date (b) Projected and actual construction completion date (c) Projected and actual initiation of operations date (d) If construction completed but operations have not begun, an explanation
(10)	Information as set forth in section 10 of this Agreement, if applicable
(11)	Other information as reasonably required by DED
(12)	Any other information required by Treasury

9.4. **Annual Recovery Plan Performance Report.**

- (a) DED/the State must submit Recovery Plan Performance Reports annually covering each July 1-June 30 fiscal year for 2022 through 2026. Those reports are due to Treasury by the July 31 following the end of the applicable fiscal year. The final Recovery Plan Performance Report (July 1, 2026-Dec. 31, 2026) is due to Treasury April 30, 2027. The annual reports required are:
- (b) Information about the contents of the Recovery Plan Performance Report are in the SFRF Compliance and Reporting Guidance, pp. 34-40, in Treasury's Recovery Plan Reporting User Guide (Version 2.0, July 1, 2022) and Treasury has a suggested template (for the State) at the SFRF Compliance and Reporting webpage titled "Recovery Plan Template".
- (c) In order for DED/the State to be able to timely file its Annual Performance Reports with Treasury, Subrecipient agrees to provide DED/the State with any required data, information, and documents to be included in the Annual Performance Reports no later than February 28, 2027.
- (d) DED will make all efforts to use the Quarterly Reports to create the Annual Performance Reports in lieu of potentially duplicative reporting, but reserves the right to request updated information if necessary to comply with Treasury's requirements.

9.5. Per 31 CFR 35.4, Treasury may request other additional information, in addition to regular reporting as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of 31 CFR 35.1 to 35.12. Subrecipient agrees to cooperate with DED/the State and provide any information requested by Treasury.

10. STRONG LABOR PRACTICES IN CONSTRUCTION

- 10.1. Treasury encourages the use of strong labor practices for capital expenditure projects funded by SFRF in order to ensure projects produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency.
- 10.2. If the Project has a Total Approved Budget amount greater than \$10 million, then the following requirements apply to the Project:
 - (a) Subrecipient must provide, if it did not do so in Subrecipient's Application, a certification that, for the Project, all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or by the appropriate State entity pursuant

to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts");

- (b) Subrecipient must provide, if it did not do so in Subrecipient's Application, a Project workforce continuity plan detailing:
 - i. How Subrecipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;
 - ii. How Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
 - iii. How Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - iv. Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the Project has completed a project labor agreement, meaning a prehire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f));
- (c) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project prioritizes local hires; and
- (d) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project has a community benefits agreement, and if so, must provide a description of any such agreement. A community benefits agreement is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and Subrecipient identifying a range of community benefits Subrecipient agrees to provide as part of the Project, in return for the community's support of the Project.
- (e) Subrecipient must maintain sufficient records to substantiate the information in section 10.2(a)–(d) of this Agreement.
- (f) Subrecipient must provide any updated reporting on the information in section 10.2(a)–(d) of this Agreement required by Treasury as part of DED/the State's reporting obligations, as described in section 9 of this Agreement.

11. MONITORING AND CLOSEOUT

- 11.1. DED will monitor the Project to evaluate Subrecipient's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.
 - (a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Subrecipient in advance of any site visits.
- 11.2. Subrecipient must submit to DED all Project closeout documents no later than sixty (60) days after the end of the Period of Performance, so that DED can submit its closeout documents to Treasury, as set forth in 2 CFR 200.344.
- 11.3. Closeout will be conducted pursuant to the Uniform Guidance and the Subrecipient shall have continuing responsibilities as set forth in 2 CFR 200.345.

12. RECORD RETENTION AND ACCESS

- 12.1. Subrecipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Subrecipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
 - (a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in sections 5.2(d) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));
 - (b) Records sufficient to permit, as stated in 2 CFR 200.302(a):
 - i. The preparation of reports required by general and program-specific terms;
 - ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
 - (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 12.2. Subrecipient must retain all of its records relating to this Subaward, including supporting documentation, for five (5) years from the date of DED's closeout of this Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.
- 12.3. Subrecipient must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Subrecipient related to this Subaward in order to conduct inspections, audits, or other investigations. Subrecipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

13. ADDITIONAL PASS-THROUGH REQUIREMENTS

13.1. Pursuant to the Treasury-State Grant Agreement, the federal laws and regulations that apply to this Subaward include:

- (a) Other than such provisions as Treasury may determine are inapplicable to this Subaward, and subject to such exceptions as may be otherwise provided by Treasury, this Subaward is subject to the Uniform Guidance (2 CFR part 200). Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward. Subrecipient must perform this Agreement in compliance with the applicable provisions of the entirety of the Uniform Guidance, not just provisions specifically referenced in this Agreement;
- (b) Universal Identifier and System for Award Management ("SAM"), 2 CFR part 25, pursuant to which the award term set forth at Appendix A to 2 CFR part 25 is hereby incorporated by reference;
- (c) Reporting Subaward and Executive Compensation Information, 2 CFR part 170, pursuant to which the award term set forth at Appendix A to 2 CFR part 170 is hereby incorporated by reference;
- (d) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 CFR part 180, and Treasury's implementing regulation at 31 CFR part 19, including both the requirement to comply with 31 CFR part 19's subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
 - i. Subrecipient hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" submitted with Subrecipient's Application.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 CFR part 200, Appendix XII, is hereby incorporated by reference;
- (f) Government-wide Requirements for Drug-Free Workplace, 31 CFR part 20;
- (g) New Restrictions on Lobbying, 31 CFR part 21;

If the Maximum Subaward amount in section 1 of this Agreement exceeds \$100,000, Subrecipient certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (42 U.S.C. §§ 4601–4655) and implementing regulations;
- (i) Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Subaward include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR part 22, and the government-wide regulations contained in 28 CFR part 42, subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) and Treasury's implementing regulations at 31 CFR part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13.2. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving ARPA federal financial assistance, Subrecipient provides the following assurances:

- (a) Subrecipient ensures its current and future compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
- (b) Subrecipient acknowledges that federal Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Subrecipient must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient's programs, services, and activities.
- (c) Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
- (d) Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

- (e) Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and any contractor, subcontractor, successor, transferee, and assignee:

The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.

- (f) Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- (g) Subrecipient shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Subrecipient shall comply with information requests, on-site compliance review, and reporting requirements.
- (h) Subrecipient must maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State.
- (i) Subrecipient must provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address

the non-compliance, including any voluntary compliance or other agreements between Subrecipient and the administrative agency that makes any such finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide to the State documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, Subrecipient shall so state.

- (j) The United States of America has the right to seek judicial enforcement of the terms of this assurances section 13.2 and nothing in this section 13.2 alters or limits the federal enforcement measures that the United States may take in order to address violations of this section 13.2 or applicable federal law.
- 13.3. Subrecipient agrees to comply, if applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7326), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 13.4. Subrecipient understands that making false statements or claims in connection with this Subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13.5. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 13.6. Pursuant to the Treasury-State Grant Agreements, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving.
- 13.7. Subrecipient understands and agrees that it is a Non-Federal Entity as defined in 2 CFR 200.1, it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipients must disclose in writing to Treasury or DED/the State, as appropriate, any potential conflict of interest affecting the Program Funds in accordance with 2 CFR 200.112.
- 13.8. Subrecipient must provide for compliance with the applicable requirements of the laws, regulations, and Treasury guidance in section 5.2 of this Agreement, and with the provisions in sections 13.1 and 13.2 of this Agreement by other parties in any agreements it enters into with other parties relating to this Subaward.

- 13.9. In the Treasury-State Grant Agreement, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any other losses resulting in any way from the performance of this Subaward or any contract or subcontract under this Subaward. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this Subaward.
- 13.10. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the statement above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury;
- (g) A management official or other employee of the State, DED, or the Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient must inform its employees in writing of the rights and remedies provided under this section 13.10, in the predominant native language of the workforce.

14. EFFECTIVE DATE AND TERMINATION

- 14.1. This Agreement shall become effective upon the last signature after full execution by both Parties.

- 14.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Subaward.
- 14.3. Upon termination, sections 1, 2, 3, 4, 11.3, 12, and 15 of this Agreement shall survive and continue in force.

15. DEFAULT AND REMEDIES

- 15.1. Subrecipient's knowing misrepresentation of a material fact to DED, whether in Subrecipient's Application, this Agreement, a Request for Payment, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Subaward, and Subrecipient shall have no right or claim to this Subaward and shall forfeit and repay the Program Funds received by Subrecipient under this Subaward, plus any program income attributable to the Program Funds.
 - (a) For the purposes of this section 15.1 of this Agreement, "knowing" means Subrecipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 15.2. Subrecipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
 - (a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;
 - (b) Temporarily withholding Program Funds pending the correction of the deficiency;
 - (c) The disallowance of costs and the establishment of an accounts receivable;
 - (d) Restricting Subrecipient to receiving Program Funds only through a cost reimbursement method, as described in section 8.4(a) of this Agreement.
 - (e) Wholly or partially suspending or terminating the Subaward and this Agreement;
 - (f) Require Subrecipient to return to DED any Program Funds used for ineligible purposes or unallowable costs;
 - (g) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and
 - (h) Such other remedies as may be legally available.
- 15.3. 2 CFR 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this Subaward if it is terminated prior to the date in section 13.1 of this Agreement.

16. STANDARD TERMS

- 16.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.3. **Ongoing Representations.** All statements and representations by Subrecipient in Subrecipient's Application, this Agreement, any Request for Payment, or in any other writing delivered in connection with the performance of the Subaward or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Subrecipient in a writing delivered to DED.
- 16.4. **Subrecipient Status.** Subrecipient shall not represent Subrecipient or Subrecipient's employees to be employees of DED or the State.
- 16.5. **IRC 501(c) Subrecipients.** If Subrecipient is an entity exempt from federal income tax under Section 501 (c) of the Internal Revenue Code of 1986, as amended:
- (a) Subrecipient understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501 (c) subrecipient would.
 - (b) Subrecipient understands that this information may include "personal information" as that term is defined in § 105.1500 RSMo ("Personal Information"),
 - (c) Subrecipient represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Subrecipient's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Subaward, just as any non-IRC 501 (c) subrecipient would.
 - (d) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.
 - (e) Subrecipient further understands that the State and DED may retain records received from Subrecipient that contain personal information, and that the State, DED, and their employees and officials may, just as they would with any non-IRC 501 (c) subrecipient, share the records, including Subrecipient's

Application, with contractors and members of any review or advisory committee for the following purposes:

- i. Determining eligibility and qualifications of applicants;
 - ii. Scoring applications;
 - iii. Ranking applications;
 - iv. Reviewing and advising on recommended awards;
 - v. Conducting risk assessments on awarded projects; and
 - vi. Monitoring and conducting closeout on awarded projects.
- (f) Subrecipient further understands that members of the Missouri General Assembly may request information regarding the Program, including applicants, applications, and other information that may include Personal Information.
- (g) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in sections 16.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

16.6. Subrecipient's Vendors, Contractors, and Subcontractors

- (a) Subrecipient shall not enter into a contract with any vendor, contractor, or subcontractor that is suspended or debarred by the State (check <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> and <https://oa.mo.gov/facilities/project-management/debarred-contractors>).
- (b) Subrecipient must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri by checking the entity on the [Missouri Secretary of State's business entity search](#) or by requiring a copy of a certificate of good standing.

16.7. Authorized Employees – Federal Law. Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

16.8. Authorized Employees – Missouri Law. Pursuant to § 285.530.1 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- (c) Subrecipient submitted with an Affidavit and the Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding that it will use for employees with Subrecipient's Application to DED.
- (d) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.

- 16.9. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Subrecipient submits Requests for Reimbursement to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.
- 16.10. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.
- (a) Notwithstanding section 16.11 of this Agreement to the contrary, DED and Subrecipient may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
 - (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 16.11. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 16.12. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 16.13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.

- 16.14. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 16.15. **No Assignment.** Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 16.15 will be void.
- 16.16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 16.17. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 16.18. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 16.19. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 16.20. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Subrecipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Subrecipient is a party.
- 16.21. **Licenses, Permits, and Approvals.** Subrecipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 16.22. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 16.23. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any amendment to this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 16.24. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

17. ENTIRE AGREEMENT

- 17.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Department of Economic Development

By:

Maggie Kost, Acting Director

Date signed

Subrecipient City of Rolla

By:

Signature

Printed Name

Printed Title

Date signed

Exhibits

- Exhibit 1 Program Guidelines
- Exhibit 2 Treasury-State Grant Agreement
- Exhibit 3 Program FAQs
- Exhibit 4 Subrecipient's Final Project Budget

Exhibit 2

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND

Recipient name and address: State of Missouri 301 W. High St, Room 570 Jefferson City, Missouri 65101	DUNS Number: 073134579 Taxpayer Identification Number: 446000987 Assistance Listing Number and Title: 21.027
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Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

The following applies only to States:

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:



Authorized Representative Signature (above)

Authorized Representative Name:

Stacy Neal

Authorized Representative Title:

Director of Accounting, Office of
Administration

Date Signed:

7/26/21

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

V.A.33

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Missouri (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Missouri
Recipient
Stacy Neal
Signature of Authorized Official:

7/26/21
Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Exhibit 3



Missouri Department of
Economic Development

Frequently Asked Questions
ARPA Community Revitalization Grant Program

This document contains answers to frequently asked questions (FAQ) regarding the Department of Economic Development ("DED") ARPA Community Revitalization Grant Program ("Program"). These FAQs are for this Program and not for any other Missouri ARPA program, including others administered by DED.

DED will be updating this document periodically in response to questions received from stakeholders; changes will be clearly marked.

Prospective applicants should consult the [Program Guidelines](#) as well as the federal requirements for the federal funding source for the Program, the [State Fiscal Recovery Fund \(SFRF\)](#). The federal requirements are in the form of regulations, Final Rule supplementary information, FAQs, and guidance documents. The federal requirements will be incorporated into the grant agreement entered into between DED and successful applicants.

Q1: How much of the overall funding is available for the first round of applications?

A1: For the FY2023 budget (July 1, 2022-June 30, 2023), The Missouri General Assembly appropriated \$100 million in House Bill 3020 for this Program, of which the full amount is available to applicants applying by November 30, 2022. If the full amount is not awarded, DED may open subsequent rounds to award remaining funds.

Refer to the [Program Guidelines, Sections 1 & 3](#).

Q2: How much funding is available for each project?

A2: The project minimum amount and an Applicant's Program maximum amount are in the [Program Guidelines, Section 7.2](#).

Q3: Can an Applicant submit multiple applications to the Program?

A3: Yes. An Applicant can apply for grants for multiple projects. Each project should be submitted as a separate application. Applicants are subject to Program maximum amounts identified in the [Program Guidelines, Section 7.2](#).

Q4: What is a Qualified Census Tract ("QCT")?

A4: Defined in 26 U.S.C. § 42(d)(5)(B)(ii)(I), and designated by HUD, QCTs must

have 50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25% or more. Please refer to the [ARPA Community Identifier Map](#) to find Qualified Census Tracts.

(Source: [Treasury's SFRF regulations 31 CFR § 35.3](#))

Q5: How will applications from the same entity be evaluated?

A5: Applications will be evaluated using the scoring rubric (subject to maximum award amounts per region). Refer to the scoring rubric in the [Program Guidelines, Appendix A](#).

Q6: What happens if the funds allocated to a specific economic region of the state are not fully awarded?

A6: If the Program does not receive sufficient eligible applications to meet the maximum cap for a specific economic region of the state, DED reserves the right to transfer unused funds from one region to another region with high demand for funding.

Refer to the [Program Guidelines, Section 8.2.1, paragraph 4](#).

Q7: What is meant by the required 50% match?

A7: The required 50% match means that at least 50% of the total project cost must be funded by sources other than the Program grant. For example: If a proposed project will cost \$1 million, and, at least \$500,000 in eligible matching funds must be contributed toward the project, leaving the amount that could be paid through the Program grant at \$500,000.

Refer to the [Program Guidelines, Section 7.5](#)

Q8: Can an applicant qualify for a needs-based modification of match if community ARPA funds were available but not awarded to the proposed project?

A8: No. If the community or communities in which the project is located have already awarded available local ARPA funding (and the amount received was at least equal to the 50% match for a project) to other projects, that is not justification for a needs-based modification of match. Additional reasons may be submitted for consideration of financial need and are identified in the [Program Guidelines, Section 7.5.3](#).

Q9: If a project's address is within city limits and serves city residents, but the applicant is located in a neighboring city, how should the applicant define community?

A9: The community to be served should be the community identified.

Q10: Can an ongoing project include matching funds that have already been expended?

A10: Yes, but funds qualify as eligible match only if the costs were incurred and paid on or after March 3, 2021.

Refer to the [Program Guidelines, Section 7.5.1](#)

Q11: In the Scorecard, for Matching Funds, what documents must be provided for matching funds to be considered "secured" as opposed to the application describing "potential matching funds"?

A11: An Applicant demonstrates that funds are secured by uploading a document such as the following:

- a. From a partner organization – a signed letter on the partner's letterhead is sufficient to demonstrate the match is secured.
- b. From an individual – the applicant must provide a signed letter from the individual to demonstrate the match is secured and will be committed upon grant award.
- c. From the applicant – local cash documentation must be provided through a bank statement or some other verified proof.
- d. In-kind (non-cash) sources – a narrative outlining those sources is sufficient, however, if the contribution is coming from another person or entity, a letter must be provided stating what will be contributed in order for the match to be considered secured.

Refer to the [Program Guidelines, Section 7.5.2 and Scorecard, Appendix A, § 3, Matching Funds](#)

Q12: Will Neighborhood Assistance Program (NAP) tax credits be an eligible source of match?

A12: Yes, but only if NAP tax credits have been awarded to the project.

Q13: If an Applicant has applied to another grant program for funding to use as match for this grant, but has not received an award notification, will those funds count toward the match?

A13: Yes, but the identified matching funds will not be considered "secured" which will result in reduced points according to the Scorecard.

Refer to the [Program Guidelines, Section 7.5.2 and Appendix A](#)

Q14: Can acquisition of buildings or land be funded under this program?

A14: Possibly. Land or building acquisition is a capital expenditure as defined in [2 CFR § 200.1](#) (also see the definition of capital assets). As such, the

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requirements in the [Program Guidelines, Section 7.3.1](#) and [Appendix B, Section B.2](#) apply. Additionally, if acquisition of property or land is not an eligible activity in [Section 6.1](#) of the [Program Guidelines, Section 6.2](#) will apply to such an activity.

Applicants should be mindful of the requirements of the [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 \(42 U.S.C. §§ 4601 et seq.\)](#), which applies to projects funded with federal funds.

Q15: What are the additional requirements for projects with capital expenditures of \$1M or greater?

A15: Treasury requires that a written justification be provided for projects with total capital expenditures equal to or greater than \$1M. Applicants may wish to refer to the [Treasury's Final Rule, supplementary information, "Capital Expenditures"](#) which discusses the Written Justification requirements (pages 4389-4395/PDF pages 52-56) for more information.

Refer to the Program Guidelines, [Section 7.3.1](#) or [Appendix B](#)

Q16: Are there additional requirements for projects with capital expenditures greater than \$10 million?

A16: Yes. Treasury requires projects with total capital expenditures over \$10 million to meet certain labor practice and reporting requirements. These are set forth in Section 7.6 of the Program Guidelines, and are based in part on [Treasury's SFRF Compliance and Reporting Guidance](#) (the last bullet on p. 28 of Version 5.0 requires capital expenditure projects of over \$10 million to have the same labor reporting as infrastructure projects, which is found on p. 31 starting with the fourth bullet).

When applying for a project with total capital expenditures exceeding \$10 million, an Applicant for this Program must:

- (1) Provide a certification that all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the county (or City of St. Louis) in which the work is to be performed, or by the Missouri Department of Labor, Division of Wage and Hour Standards pursuant to Missouri's Prevailing Wage Law.
- (2) Provide a workforce continuity plan (instead of a pre-hire project labor agreement) explaining:
 - a. How Applicant will ensure the project has ready access to a

sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training.

- b. How will the Applicant will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - c. How the Applicant will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30); and
 - d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market;
- (3) State whether the project will prioritize local hires; and
- (4) State whether the project will have a Community Benefit Agreement, and a description of any such agreement.

See also the Program Guidelines, [Section 7.6](#)

Q17: What is a Community Benefit Agreement (CBA), as referenced in the Program Guidelines, Section 7.6?

A17: A Community Benefit Agreement (CBA) is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and the subrecipient or developer of the proposed project. This contract identifies a range of community benefits the subrecipient or developer agrees to provide as part of the development, in return for the community's support of the project.

Q18: Will applicants awarded funds for this program receive all the funds up front?

A18: No. The Program provides reimbursement for eligible costs. Subrecipients (successful applicants) will need to submit appropriate documentation for review and approval before receiving reimbursement for eligible expenses as set forth in the [Program Guidelines, Section 7.3](#)

Q19: Does § 67.2300 RSMo (House Bill 1606, 2022 – use of state funds for homelessness and housing) apply to Community Revitalization Grant Program projects?

A19: No. DED has determined that the ARPA SFRF funds are not "state funds" as defined in § 67.2300.1(2), and therefore the restrictions in § 67.2300 do not apply.

to this Program.

Q20: What is an independent assessment, as referenced in the Program Guidelines, Appendix B., and who must write the assessment?

A20: The Treasury's Guidance uses the term "independent assessment." DED interprets this to mean that it should be an objective assessment. It does not have to be prepared by anyone outside the Applicant's employment or management. It must, however, be written in a manner that does not reflect bias and shows a true consideration (and explanation to DED of the same) of why the other avenues of use of funds are inadequate. Applicants may wish to refer to the Treasury's Final Rule, supplementary information, "Capital Expenditures" which discusses the Written Justification requirements (pages 4389-4395/PDF pages 52-56) for more information.

Q21: How is the DED defining Low to Moderate income households?

A21: In the SFRF final rule, Treasury defines low- and moderate- income for the purposes of determining which households and populations have been impacted, based on thresholds established and used in other federal programs.

Applicants should determine whether to measure income levels for specific households or for a geographic area (community) based on the type of service to be provided. For example, programs that serve/target specific households (e.g., job training, emergency housing assistance, or financial literacy programs) should measure income at the household level.

Low income (31 CFR 35.3):

- (1) Income at or below 185 percent of the 2021 Federal Poverty Guidelines (FPG) for the size of its household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS); or
- (2) Income at or below 40 percent of the Area Median Income (AMI) for its county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

Moderate income (31 CFR 35.3):

- (1) Income at or below 300 percent of the FPG for the size of its household based on the most recently published poverty guidelines by HHS; or
- (2) Income at or below 65 percent of the AMI for its county and size of household based on the most recently published data by HUD.

Q22: Should I get an Engineer's Estimate of Cost or an Architect's Estimate of Cost for my capital project?

A22: Applicants proposing new construction, renovation, or rehabilitation

projects MUST obtain either an Engineer or Architects Estimate of Cost. Architects design buildings and oversee construction while Professional Engineers oversee the entire design-to-completion process for general infrastructure and other major works.

Please note that cost estimates from general contractors will NOT be accepted.

Q23: What should I include in the engineer/architect cost estimate?

A23: The Estimate of Cost should be prepared by a registered/licensed Professional Engineer or Architect and include the following:

- a. Line Item costs;
- b. Annual Operations and Maintenance (AOM) costs; and
- c. Be dated within six (6) months of application submittal.

ARPA Community Revitalization Grant Program

City of Rolla

Exhibit 4

Budget Item	Explanation of Budget Item	Amount of Grant Funds Requested	Amount of Matching Funds							Total Budgeted Amount	Additional Comments regarding Match (Please provide additional detail, including if other state agency/other federal funds exactly what funding source is, for example, CDBG, HUD, OIAP and NAA.)
			LOCAL MATCH WITH PRIOR ARPA FUNDS (CLFRF)	APPLICANT'S CASH FUNDS (INCLUDES LOANS)	APPLICANT'S NON-CASH RESOURCES	OTHER STATE AGENCY FUNDS	OTHER FEDERAL AGENCY FUNDS	PRIVATE DONATIONS			
New Construction, Expansion, Renovation or use Conversion of buildings, parks and recreational facilities as well as sidewalks, crosswalks, streetlights and related)		\$ 495,212.00		\$ 612,129.00	\$ 36,800.00					\$ 1,144,141.00	
Architectural and Engineering Fees (including design services and construction inspection)					\$ 30,600.00					\$ 30,600.00	
										\$ -	
Total Grant		\$ 495,212.00	\$ -	\$ 612,129.00	\$ 67,400.00	\$ -	\$ -	\$ -	\$ -	\$ 1,174,741.00	
Total Matching Funds %:		58%									
Total Project Costs:										\$ 1,174,741.00	

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director
ACTION REQUESTED: Motion to award
ITEM/SUBJECT: Replacement playground for Ridgeview Park

TOTAL BUDGET APPROPRIATION \$60,000 DATE: May 15, 2023

COMMENTARY:

The City received 5 bids to replace the arson damaged playground at Ridgeview Park. The bids included replacement of the spiral slide and two options for the safety surface. The existing stegosaurus climber and the two-bay swing will be renovated by city staff. City crews will also do the concrete sub-base and removal of fire-damaged structures and surface.

This playground was relocated from the original Ridgeview Park when the Highway 72 extension was built. TDD funds were utilized to purchase the slide and the safety surface. Since 2019 we have replaced the rubber chips twice at a maintenance cost of \$6,720. Playground Vendors have indicated the rubber chip safety surface has been prone to vandalism and arson as the materials burn hot and are relatively easy to ignite.

Staff is recommending replacing the safety surface with the poured in place option, which is the surface used for the new playgrounds at Ber Juan, Buehler, Coventry, and Green Acres. Funding will come from insurance reimbursement (estimated at \$30,000) and Prop P funds.

Recommendation: Motion to Award Playground to Athco with the poured in place safety surface for \$54,755. The lowest bidder for the PIP option, Hutchinson/Miracle, is unable to do the project until spring of 2024 due to delivery issues. Athco has stated they able to do this year.



V.B.1



Company	Key Features	Price
Hutchinson Rec/Miracle Rec Lake St. Louis, Mo.	Spiral slide, rubber nuggets	\$33,710
Play & Park Structures Park Hills, Mo.	Spiral slide, rubber nuggets	\$35,439.42
Athco Lenexa, Kan.	Spiral slide, rubber nuggets	\$35,380
Fry & Associates North Kansas City, Mo.	Spiral slide, rubber nuggets	\$32,854
All Inclusive Rec Monet Mo.	Spiral slide, rubber nuggets	\$31,848.47
Hutchinson Rec/Miracle Rec Lake St. Louis, Mo.	Spiral slide, pour in place safety surface	\$53,415
Athco Lenexa, Kan. Option 2	Spiral slide, pour in place safety surface	\$54,775
All Inclusive Rec Monet Mo. Option 1	Spiral slide, pour in place safety surface	\$57,575.29
Fry & Associates Option 1 North Kansas City, Mo.	Spiral slide, pour in place safety surface	\$64,788
Play & Park Structures Park Hills, Mo.	Spiral slide, pour in place safety surface	\$64,679.42

V.B.2

ITEM NO. _____



Missouri practitioners join over 10,000 participants in World Falun Dafa Day celebrations in New York City



Missouri practitioner sings at Union Square NYC 2010



Missouri State Capitol 25th anniversary celebration 2017



Downtown St. Louis 2011



61-year-old Paulene performs Chinese dance Missouri State Capitol 2003



What is Falun Gong?

Falun Gong (also called Falun Dafa) is an ancient spiritual practice in the Buddhist tradition.

Falun Gong combines meditation and gentle exercises (similar to yoga or tai chi) with a moral philosophy centered on the tenets of Truthfulness, Compassion, and Forbearance (or in Chinese, Zhen 真, Shan 善, Ren 忍). Falun Gong practitioners aspire to live by these principles in their daily lives.

In traditional Chinese culture, the process of perfecting and refining mind and body is called “cultivation”. Our modern language uses the word qigong to describe it.

What differentiates Falun Gong from other forms of qigong, is its emphasis on one’s morality and the cultivation of virtue.



Why is Falun Gong persecuted in China?

Just seven years after being introduced to the public in China, Falun Gong went from being widely popular throughout the country to becoming the number one enemy of the Chinese Communist Party (CCP).

In July 1999, a brutal campaign targeted the 100 million people practicing Falun Gong as well as their relatives, friends and coworkers. In a draconian crackdown not seen since the Cultural Revolution, book burnings, mass-arrests and imprisonment, torture and forced reeducation was unleashed across China. Virtually everyone in China was either targeted or forced to be complicit.

But why? What led up to the brutal crackdown?

- 1. Falun Gong’s Massive Popularity and Rapid Growth, Outnumbering CCP Membership**
- 2. Falun Gong’s Complete Independence from CCP’s Control**
- 3. Falun Gong’s Guiding Principles Incompatible with Communist, Atheist Ideology**
- 4. Politburo Leader’s Jealousy and Political Motivations**

For more in depth information please visit www.faluninfo.net

Robert D. Haselwander

643 Salem Ave.
Rolla, MO 65401

(636) 575-4023
robhaselw@gmail.com

Objective Support the Rolla Library in the task of serving our community.

Experience

- Contract Specialist – US Geological Survey, NGTOC-CPT July 2018 – Present
Supervisor: Pat Emmett, (573) 465-0635
- collaborate with USGS partners on remote sensing contracts
 - collect technical requirements & create formal contracts
 - oversee & evaluate contracted work
 - serve as Government POC on contracts
 - create independent government cost estimates for contracted work, including technical evaluation and flight-planning
 - evaluate contractor's technical proposals to perform work
- Supervisory Geographer – USGS, NGTOC-Data Validation Team Sep. – Dec. 2021
Supervisor: Milena Janiec-Grygo, (573) 308-3869
- served a 4-month term as unit supervisor for a team of nine
 - coordinated quality assurance activities for dozens of projects; tracked work to assure timely completion
- Geographer – US Geological Survey, NGTOC-Data Validation May 2014 – July 2018
Supervisor: Amanda Lowe, (573) 308-3774
- interpreted and synthesized data in ArcGIS & LP360 to perform quality assurance on LiDAR data and derived products
 - mentored student interns
- Instructor (co-teaching), Historical Geology, Missouri S&T Jan. 2015 – May 2015
Supervisor: Dr. Franca Oboh-Ikuenobe, (573) 341-6946
- conveyed scientific concepts; created open dialogue to communicate with students and assist in their success
 - collaborated with co-teacher on lessons and exams

Skills

Computer Skills:

NIS Elements D	ArcGIS 9 & 10	ENVI	TimeScale Creator
Global Mapper	LP 360	Python	R-stats package

Language Skills:

French, (beginner/intermediate written and spoken), Japanese (conversational)

Education

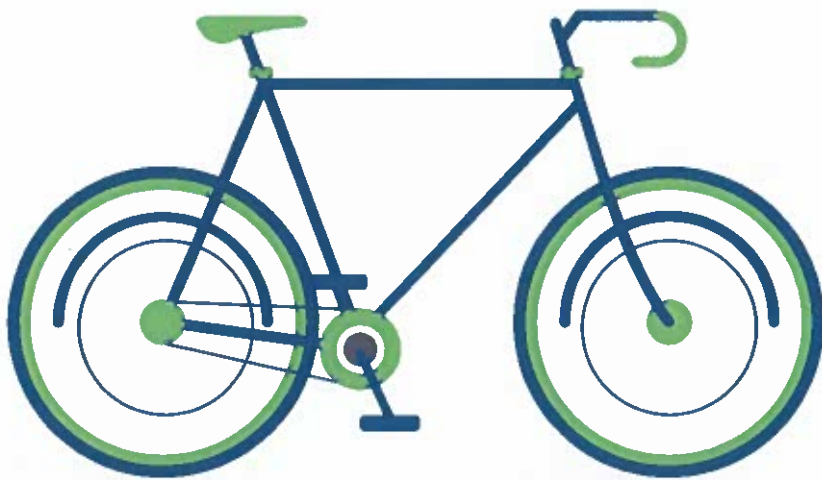
Certified Project Management Professional	March 2023
Doctorate of Philosophy in Geology, Missouri S&T, thesis on Paleolimnology, Sedimentology & Biostratigraphy	Dec. 2016
Bachelor of Science in Geology, Missouri S&T	Aug. 2011
Master of Arts in English, UMKC	Aug. 2007
Bachelor of Arts in English, Missouri S&T	May 2005

Honors & Activities

Member of USGS – NGTOC, Rolla Social Committee, 2016 - 2019
Chancellor's Fellowship, Missouri S&T, 2011 - 2015
Missouri Association of Serious Homebrewers Member, 2012 – present
Graduate Student Teaching Excellence Award, Missouri S&T, 2014

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BIKE WEEK



**MAY
14-20**

MONDAY, MAY 15

Tune into KTTR at 8:30 am to hear about BPAC updates

THURSDAY, MAY 18

Bike to School - Contest between schools for the most to bike to school

TUESDAY, MAY 16

Bike Safety Awareness
Check out social media for tips

FRIDAY, MAY 19

Bike to Work - It's National Bike to Work Day!

WEDNESDAY, MAY 17

VisitRolla Facebook page
giveaway

SATURDAY, MAY 20

Bike with your buddies
Take a selfie, use #bikeweekrolla

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