

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, July 21st, 2025; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

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

PLEDGE OF ALLEGIANCE
Councilman Pace

I. PUBLIC HEARINGS -

- A. **Public hearing and ordinance** to approve the re-zoning of property located at 931 Meriweather Road from the R-3, Multi-Family Residential District to the P, Public District. (City Planner Tom Coots) **Public Hearing and First Reading**

II. CONSENT AGENDA –

- A. **Motion** to accept Utility Easement from Curators of the University of Missouri. (PW Director Darin Pryor)

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Rebecca West, MS&T Engagement/Outreach Program Manager: Celebration of Nations, Saturday, September 20th, 2025

IV. OLD BUSINESS –

- A. **Ordinance** amending Section 2-168 of the Rolla City Code pertaining to severance pay for the City Administrator position. (City Administrator John Butz) **Final Reading**
- B. **Ordinance** to approve a tower lease agreement with Wisper ISP, LLC. (PW Director Darin Pryor) **Final Reading**
- C. **Ordinance** to enter into agreement with Pierce Asphalt for FY 2025 Asphalt Phase IV, Project 604. (PW Director Darin Pryor) **Final Reading**

V. NEW BUSINESS –

- A. **Resolution** authorizing the execution of the Grant Agreement through the Delta Regional Authority for stormwater improvements. (PW Director Darin Pryor)

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

- A. **Motion** to award contract to McQueen Emergency for the purchase of 10 sets of Athletics Turnout Gear. (Fire Chief Jeff Breen)
- B. **Motion** to award bid to Wayde’s Equipment for a 2025 zero turn radius mower. (Park Director Floyd Jernigan)

VII. **CITIZEN COMMUNICATION**

VIII. **MAYOR/CITY COUNCIL COMMENTS**

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

- A. Next Meeting Date, Monday, August 4th, 2025

X. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021 – (9) Union Negotiations

XI. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 931 Meriweather Rd from the R-3, Multi-family Residential district to the P, Public district

(ZON25-05)

MEETING DATE: July 21, 2025

Application and Notice:

Applicant- Rolla Municipal Utilities (RMU)
Owner - City of Rolla
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 is Rolla Municipal Utilities, which is a public utility provider. Although under the purview of the city, RMU operates as a separate entity from the City of Rolla. RMU recently purchased the subject property and intends to use the property for a booster pump station to maintain water pressure in the area. The pumps would be located inside a proposed building.

The P, Public zoning district is intended for governmental and public/semi-public uses.

Property Details:

Current zoning - R-3, Multi-family Residential; to be rezoned to P, Public
Current use - vacant/undeveloped
Proposed use - Public (water utility infrastructure)
Land area - About 25,800 square feet

Public Facilities/Improvements:

Streets - The subject property has frontage on Meriweather Rd, a local street; and frontage on White Columns Drive, a collector street, however the lot is not proposed to access White Columns Drive due to terrain.
Sidewalks - No sidewalks currently exist along the White Columns Drive frontage, although a sidewalk is located on the opposite side of the street. No sidewalk is required along the Meriweather Rd frontage.
Utilities - The subject property should have access to all needed public utilities. Water infrastructure in the area is being constructed in conjunction with the booster pump station.

Comprehensive Plan:

The Comprehensive Plan designates the property as being appropriate for Medium/High density residential uses. Page 87-89 of the Comprehensive Plan does provide guidance regarding the development of water infrastructure. Infrastructure which supports the existing developed areas of the city is encouraged.

Discussion: The request may be reviewed for compliance with the Comprehensive Plan and any potential impact to the adjacent property owners. The pump would be located inside a building, minimizing the sound. As many trees as possible will be retained on the White Columns Rd frontage and the side property lines, screening the site from view and further reducing the sound. The pump station must be located in the vicinity to tie in with the water system and provide the water pressure needed.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on July 15, 2025 and voted 4-0 to approve the site development plan and recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Site Plan; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF PROPERTY LOCATED AT 931 MERIWEATHER RD FROM THE R-3, MULTI-FAMILY RESIDENTIAL DISTRICT TO THE P, PUBLIC DISTRICT

(ZON25-05)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on July 15, 2025 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its July 21, 2025 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 Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-3 (Multi-family Residential) to P (Public) Zoning described as follows:

Sylvan Hills Subdivision 1, Lot 14, City of 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 4TH DAY OF AUGUST, 2025.**

APPROVED:

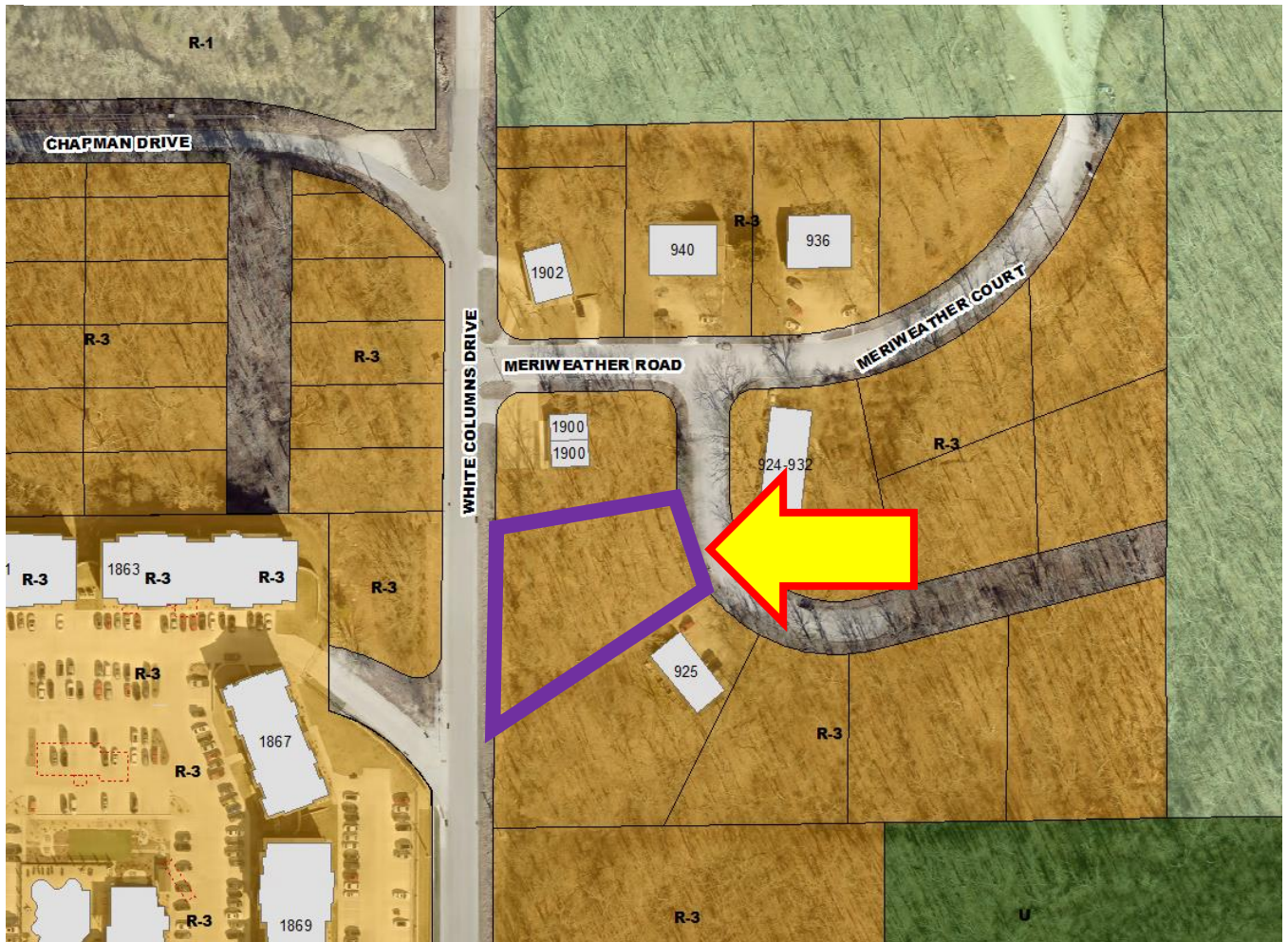
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ZON25-05
 Location: 931 Meriweather Rd
 Applicant: Rolla Municipal Utilities
 Request:
 Rezoning from R-3, Multi-family Residential to P, Public



Public Hearings:

Planning and Zoning
 Commission
July 15, 2025
5:30 PM
 City Hall: 1st Floor

 City Council
July 21, 2025
6:30 PM
 City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

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

I.A.5



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.

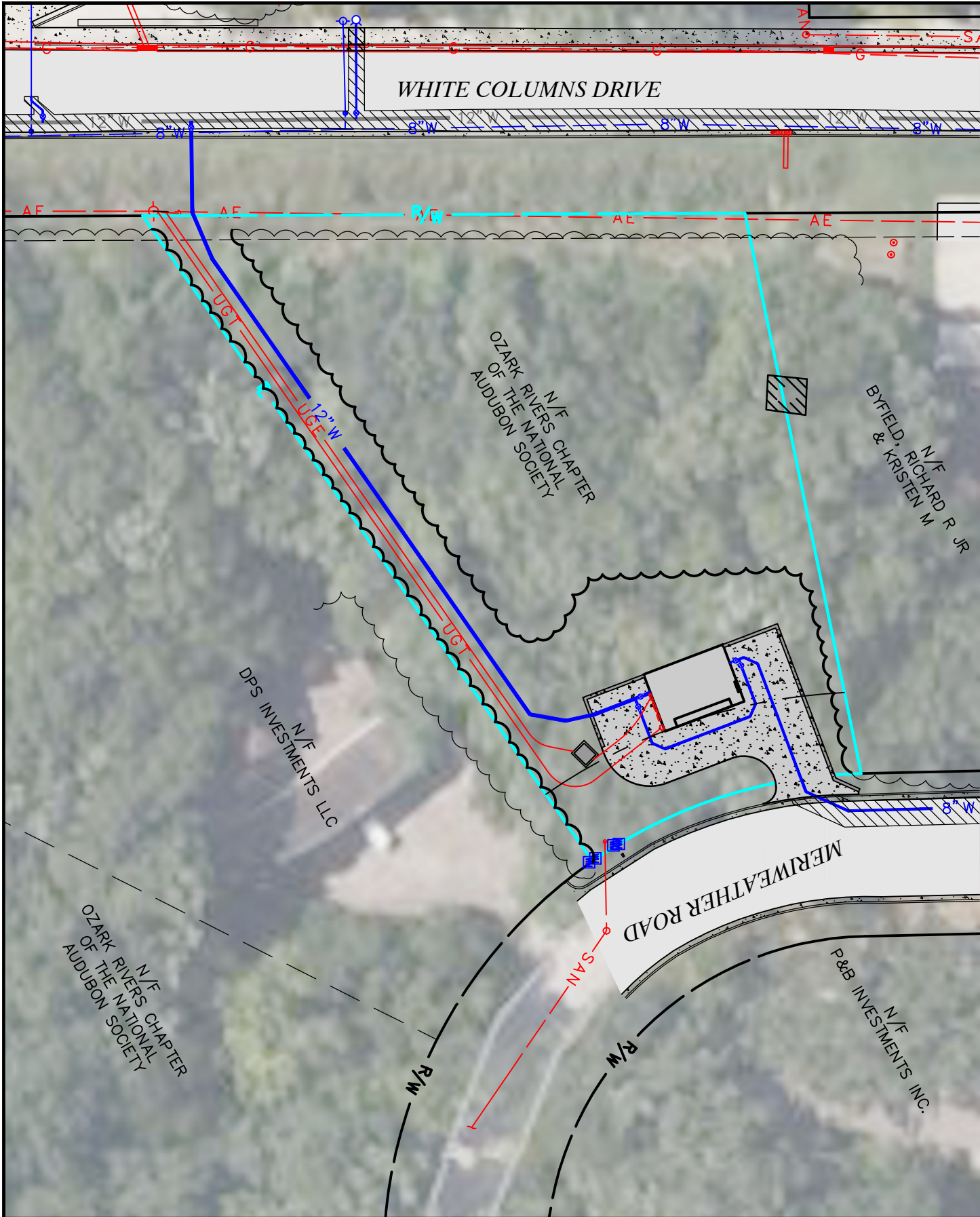
What If I Have More Questions?

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

LEGAL DESCRIPTION

Sylvan Hills Subdivision 1, Lot 14, City of Rolla, Phelps County, Missouri





WHITE COLUMNS STATION - REZONING EXHIBIT

WHITE COLUMNS STATION - REZONING EXHIBIT

DATE:	REVISION:	DWN. BY:	APPD. BY:
JUNE 5, 2025		MRJ	WRJ
23-9510A			
1"=40'			
EXI			

WATER SYSTEM IMPROVEMENTS
NAGOGAMI PRESSURE ZONE
ROLLA MUNICIPAL UTILITIES

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RIE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.).



530A E. Independence Dr.
Union, Missouri 63084

636-584-0540 (tel.)
636-584-0512 (fax)
moff@cochrane.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

ITEM/SUBJECT: Utility Easement

BUDGET APPROPRIATION:

DATE: 07/21/25

COMMENTARY:

City staff is requesting a motion to accept the attached utility easement from Curators of the University of Missouri. This is to provide an easement for the installation of waterline across S&T property.

ITEM NO. II.A.1

ROLLA MUNICIPAL UTILITIES Rolla City Council Agenda

MANAGER: Chad Davis, Engineering Manager, RMU

ACTION REQUESTED: Approval of easement

ITEM/SUBJECT: Easement Granted by the Curators of the University of Missouri for Water
Distribution System Improvements west of Watts Drive

BUDGET APPROPRIATION: N/A

DATE: July 2, 2025

COMMENTARY:

Water distribution system improvements in the northwest area of Rolla include construction of a new water main west of Watts Drive across the parking lot of the residential housing area. This work has been coordinated with the Missouri University of Science and Technology since the work will be across their property and it will require modifications to one water service. The legal department of the University of Missouri preferred for the easement to be granted to the City of Rolla, therefore this easement is being presented to City Council for consideration.

RMU has reviewed the easement and recommends approval of such by the City Council.

GRANT OF EASEMENT FOR UTILITY PURPOSES

THIS INDENTURE, is made on the 3rd day of July, 2025, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, Grantor, and the City of Rolla, Missouri, a municipal corporation, Grantee, whose mailing address is: PO Box 979, Rolla, MO 65402

WITNESSETH:

THAT the Grantor, in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid by the City of Rolla, Missouri, the receipt of which is hereby acknowledged, and subject to any and all easements, liens and other encumbrances existing on the date hereof, do hereby grant unto said City, its successors and assigns, an easement for the right, privilege, and authority to construct, operate, replace, repair and maintain a water main and all necessary appurtenances to make the utility complete and usable, over, under, across, and upon the following described real estate, owned by us, situated in the County of Phelps, State of Missouri, to-wit:

LEGAL DESCRIPTION

A 20 FOOT WIDE PERMANENT UTILITY EASEMENT BEING A PORTION OF THE NORTH EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 02, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 5TH P.M., CITY OF ROLLA, PHELPS COUNTY, MISSOURI, ALSO BEING A PORTION OF THAT PARCEL CONVEYED TO THE CURATORS OF THE UNIVERSITY OF MISSOURI BY DEED RECORDED IN DOCUMENT 2010-2559 OF THE PHELPS COUNTY, MISSOURI, RECORDER OF DEED'S OFFICE, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NORTH BISHOP AVENUE AND THE WEST LINE OF WATTS DRIVE; THENCE ALONG THE SAID WEST LINE OF WATTS DRIVE N00°11'37"E 68.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF THAT PARCEL CONVEYED TO THE CURATORS OF THE UNIVERSITY OF MISSOURI IN DOCUMENT 2010-2559 OF THE PHELPS COUNTY, MISSOURI, RECORDER OF DEED'S OFFICE; THENCE LEAVING SAID POINT CROSSING SAID PARCEL S88°09'47"W 366.07 FEET; THENCE S84°08'30"W 44.39 FEET; THENCE S62°18'55"W 101.85 FEET; THENCE S00°05'21"E 51.00; THENCE S65°14'57"W 38.60 FEET; THENCE N04°32'06"W 20.00 FEET; THENCE N62°16'25"E 18.78 FEET; THENCE N00°05'34"E 50.57 FEET; THENCE N62°18'55"E 117.82 FEET; THENCE N84°08'30"E 48.95 FEET; THENCE N88°09'54"E 367.48 FEET; THENCE S00°11'37"W 20.00 FEET THE POINT OF

BEGINNING, CONTAINING 12,032 SQUARE FEET, OR 0.28 ACRES, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD.

The location of such easement ("Easement Area") is depicted in Exhibit A attached hereto.

This grant includes the right of the City of Rolla, Phelps County, Missouri, its officers, agents, and employees, to enter upon said real estate at any time for the purpose of exercising any of the rights herein granted.

Grantor shall not be responsible for the costs of any work done by Grantee or other activities of Grantee permitted by this easement, unless mutually agreed by the parties in writing. Grantee shall be responsible for all costs to operate, repair, replace and maintain the facilities and any other activities of Grantee permitted by this easement. All such work shall be done in a good and workmanlike manner, and such facilities shall be maintained in good condition, and repaired or replaced as needed, and in compliance with all applicable legal requirements. Grantee shall perform all such work in a manner as to minimize interruptions to, access to, or operations of Grantor's surrounding property.

Grantee acknowledges that this Easement is subject to easement rights existing on the date hereof, and Grantee shall not interfere with the use of the above-described property by any existing easement owner.

Grantee agrees that it shall promptly restore the surface of the property and any surrounding real estate owned by Grantor to the same condition as said surface was in at the time Grantee began any construction, maintenance, repair, or replacement work on the property, including any physical facilities or property damaged or removed as a result of Grantee's work on the property. To the extent permitted by law, Grantee will pay for any damage that is done by Grantee or that results from Grantee's operations and activities under this easement to property of the Grantor or to any existing easement owner with rights in the above-described property. This easement is not exclusive, and Grantor reserves the right to use, improve, and alter its property in any manner that does not unreasonably interfere with the rights herein granted.

If said easement ceases to be used for its intended purposes for a period of five (5) consecutive years, all rights granted will cease and terminate, and Grantee or its successors or assigns will have no further right or interest therein or thereto. Upon any such termination, Grantee or its successors or assigns shall record such documents as are necessary to terminate and provide notice of termination of the easement.


By accepting this easement and exercising the rights herein granted, Grantee acknowledges and agrees to the terms and conditions herein provided.

The Grantor warrants that, subject to easements, liens, and encumbrances of record at the date of this easement, it is the owner of the above-described land and has the right and authority to make and execute this easement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the said THE CURATORS OF THE UNIVERSITY OF MISSOURI has caused these presents to be signed by its Treasurer the day and year first above written

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: 
Kevin Hogg, Treasurer

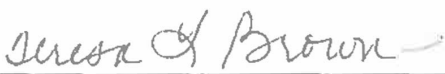


STATE OF MISSOURI)
)ss.
COUNTY OF)

On this 3rd day of July in the year 2025, before me, a Notary Public in and for said state, personally appeared, Kevin Hogg, who being by me duly sworn, acknowledged that they are the Treasurer of THE CURATORS OF THE UNIVERSITY OF MISSOURI, and that said instrument was signed in behalf of said corporation and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said corporation to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

TERESA L. BROWN
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: June 25, 2026
Commission Number: 14529914


Notary Public

IN WITNESS WHEREOF, the said CITY OF ROLLA, MISSOURI has caused these presents to be signed by its _____ the day and year first above written.

CITY OF ROLLA, MISSOURI

By:

Name: _____
Title: _____

Attest

Name: _____
Title: _____

STATE OF MISSOURI

)
)ss.
)

COUNTY OF

On this _____ day of _____ in the year 20____, before me, a Notary Public in and for said state, personally appeared, _____, who being by me duly sworn, acknowledged that they are the _____ of CITY OF ROLLA, MISSOURI, and that said instrument was signed in behalf of said city and further acknowledged that they executed the same as a free act and deed for the purposes therein stated and that they have been granted the authority by said city to execute the same.

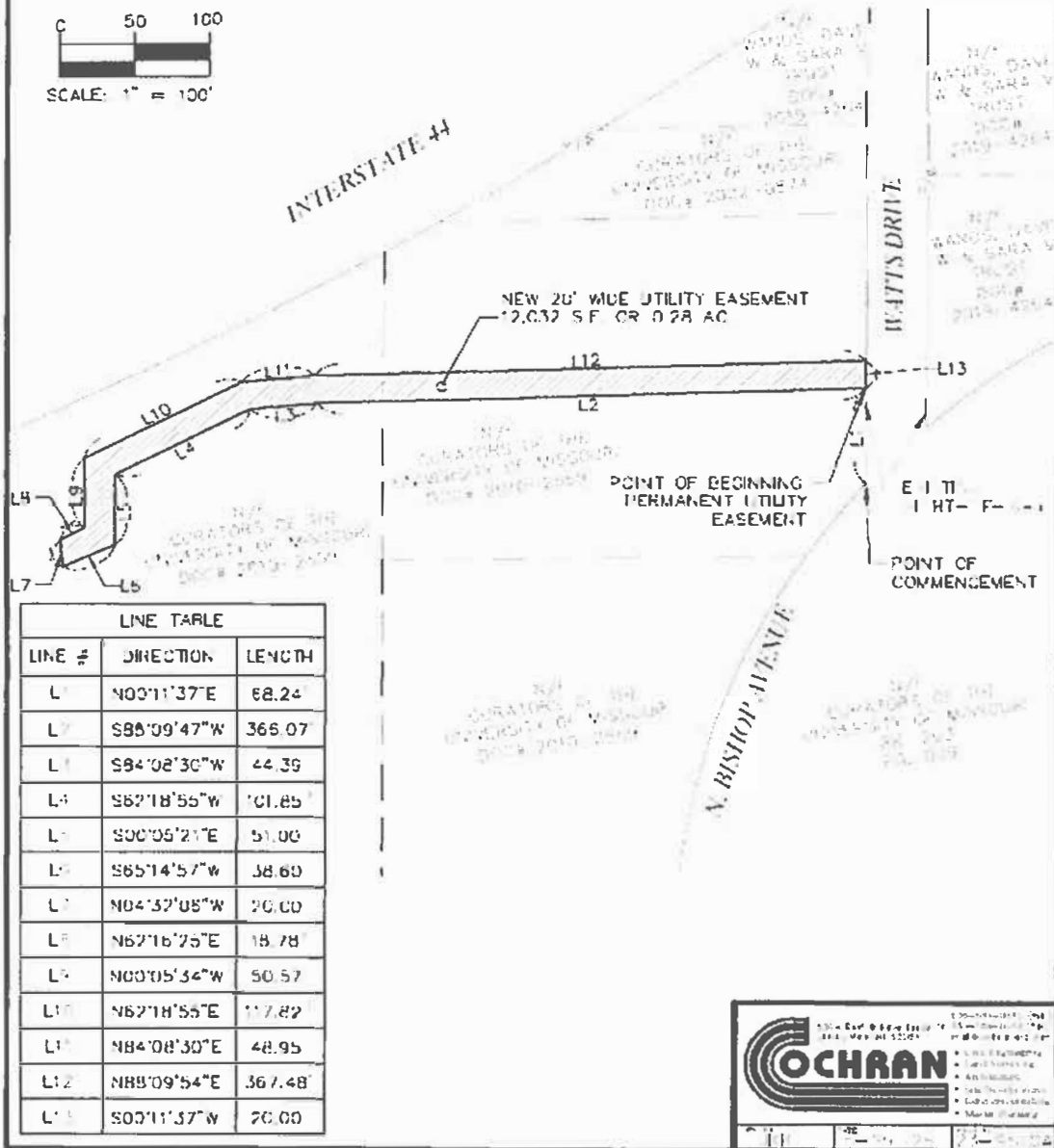
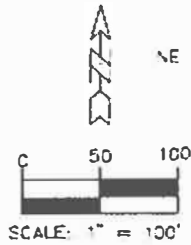
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

EXHIBIT A

EXHIBIT "B"

A PORTION OF A TRACT OF LAND BEING PART OF THE
NE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE
5TH P.M.,
PHELPS COUNTY, MISSOURI



Bridging Cultures, Building the Future



Celebration of Nations

Saturday, Sept. 20, 2025



CELEBRATION
of **NATIONS**
One campus. One community. One world.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-168 OF THE ROLLA CITY CODE AND ENACTING A NEW SECTION 2-168 PERTAINING TO THE REMOVAL OF THE CITY ADMINISTRATOR.

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

SECTION 1: Chapter 2 Administration, Article IV, is hereby amended by removing Section 2¹-168 pertaining to the removal of the City Administrator, and enacting a new Section 2-168, to read as follows:

ARTICLE IV: APPOINTIVE OFFICERS

Sec. 2.168: Removal of city administrator

The city administrator shall serve at the pleasure of the appointing authority. The mayor, with the consent of a majority of the full city council, may remove the city administrator from office at will, and such city administrator may also be removed by a majority vote of the full city council independently of the mayor's approval or disapproval. If requested, the mayor and city council shall grant the city administrator a public hearing within thirty (30) days following notice of such removal. During the interim, the mayor, with the approval of a majority of the full city council, or by a majority vote of the full city council without the mayor's approval, may suspend the city administrator from duty, but shall continue his salary and, if after the hearing, removal becomes final, shall pay his salary for two (2) calendar months following the removal date (unless otherwise provided for by a separate employment contract), provided however, that if the city administrator shall be removed for acts of dishonesty or acts of moral turpitude, such salary shall not be continued.

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 21ST DAY OF JULY 2025.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Wisper Internet Lease

BUDGET APPROPRIATION: \$

DATE: 07/21/25

COMMENTARY:

City of Rolla staff received a request from Wisper Internet to lease space on the Rolla National Airport Water Tower to install equipment to provide wireless internet. Staff negotiated a lease and it is included in the packet.

Key lease terms:

- Lease if for 5 years
- Wisper cannot interfere with any other lessee
- Lease rate is \$335.00 per month with an annual 3% increase
- Wisper will provide insurance naming the city as additional insured

Staff is requesting the first reading of an ordinance authorizing the mayor to execute a lease agreement with Wisper Internet.

ITEM NO. IV.B.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND WISPER ISP 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 a certain Elevated Structure Agreement between the City of Rolla and Wisper ISP LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 21ST DAY OF JULY 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



Elevated Structure Agreement

THIS LEASE, entered into this **day** day of **month, year** by and between Wisper ISP, LLC., a Delaware Limited Liability Company, having its principal place of business at 9711 Fuesser Rd, Mascoutah, IL 62258 (hereinafter referred to as "Tenant"), and City of Rolla, Missouri, having their principal address at 901 N Elm St. Rolla, MO 65401 (hereinafter referred to as "**Landlord**").

WITNESSETH:

WHEREAS Tenant desires to erect and operate RF transmission antennas and connection supply devices on the Premises at the following current Landlord locations:

Premises Name	Address	Lat	Long
Rolla National Airport Water Tower	11222 Highway 28 East, Vichy MO	38.135327	-91.773164

In accordance with the terms and conditions set forth herein; and

WHEREAS Landlord, in consideration of rental payments or other valuable consideration to be provided by Tenant, desires to Lease specific space on the Landlord's towers/buildings, (the "Premises") to Tenant for the placement of RF transmission antenna and related equipment, subject to compliance with all terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto, it is agreed, by and between Landlord and Tenant as follows:

1. Term. The term of the Lease shall be Five (5) years, commencing upon the execution date of this Lease agreement, as hereinafter defined ("Term" or "Initial Term"). Tenant shall have the right to extend the Term of this Lease Agreement for three (3) successive periods of five (5) years each ("Renewal Term") on the same terms and conditions as are set forth herein. The Term of this Lease shall automatically extend for each successive Renewal Term unless Tenant or Landlord shall notify the other in writing of an election not to extend the Term, at least 120 days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. During any Term, Tenant shall have rights to operate equipment using the unlicensed radio frequency bandwidths of 2.4GHz, 4.9GHz-5.8GHz and licensed radio frequency bandwidths of 3.65GHz and any new unlicensed radio frequency bandwidths made available or any additional licensed frequency bandwidths for which Lessee obtains a valid FCC license, so long as equipment does not interfere with equipment operated by existing tenants of the Premises.
2. Premises, Permitted Use. Landlord hereby leases the Premises to Tenant for the installation, operation and maintenance of RF transmission antennas and related communications equipment. Subject to approval by Landlord of Tenant's plans, which approval shall not be unreasonably withheld or denied, Tenant may mount as many RF transmission antennas and connection supply devices as needed on the Premises the Landlord owns. Tenant may run such cabling and other lines and equipment from the Premises into the designated areas on the plans where it shall have equipment not larger than eight (8) feet by eight (8) feet at the base and not taller than eight (8) feet in height. Tenant shall have the right to replace, repair, add or otherwise modify its equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any Plans during the Term. Landlord will provide access

CONNECTING COMMUNITIES



Elevated Structure Agreement

to standard 110-volt electric power at no charge to Tenant. In the event there is insufficient utilities located on Landlord's Premises, Landlord agrees to grant Tenant or the local utility provider the right to install such utilities on, over and/or under the Landlord's premises necessary for Tenant to operate its facilities, provided the location of such utilities shall be as reasonably designated by Landlord.

3. Construction; Maintenance. During the Term, Landlord shall maintain in good and safe operating condition and repair the structural elements of the Premises. Tenant shall utilize existing concrete, brick, or steel supports on the Premises if available for Tenant's use, or, at Tenant's sole expense and in accordance with Tenant's plans, Tenant may install adequate support for Tenant's facilities on the side of substructures attached thereto. Tenant's facilities shall be installed so as to do no physical harm to the Premises and shall be of adequate strength to give reasonable and normal support. Said construction and Tenant's subsequent maintenance of its facilities shall be at Tenant's sole risk and cost and shall comply with all applicable laws and ordinances.
4. Access. Landlord and its agents shall have the right to enter and inspect the Premises at all times. Tenant shall be granted access to the Premises at all times for the purpose of examining, maintaining, or repairing Tenant's facilities. Access to the Premises by Tenant shall be permitted 24 hours per day, 365 days per year. Landlord shall provide to Tenant any keys, access codes or security cards required to access Tenant's facilities. For installation, inspection, scheduled maintenance, or other routine visits to the premises, Tenant shall provide at least 48 hours prior notice to Landlord. In the event an emergency maintenance or repair visit is required, Tenant shall attempt to notify Landlord prior to the visit, but will, in all cases, notify Landlord within 24 hours following such emergency visit to the Premises.
5. Rent. Tenant shall pay Landlord rent in the amount of Three Hundred Thirty-Five Dollars and Zero Cents (\$335.00) per month. The monthly payment is due to Landlord on the 1st day of the month with a maximum grace period of 15 days. The amount of rent shall increase by 3% at the start of each renewal term. Landlord will begin receiving monthly rent and/or exchange of service once Tenant has completed installation of its facilities at the Premises.
6. Indemnity of Landlord. Tenant shall indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damage arises from Tenant's negligence or wrongful acts or from any activity, work, or thing done, or permitted by the Tenant on the Premises, and shall further indemnify and hold harmless Landlord against and from any and all loss, costs, damages, and claims to the extent such damages arises from Tenant's negligence or wrongful acts arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or of its agents, contractors, servants, invitees, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred or paid in connection with any such claim or any action or proceeding brought against the Landlord by reason of Tenant's use of the Premises. Neither Landlord nor its agents shall be liable for any incidental or consequential damages or for any damage to property entrusted to employees of the Premises, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling pipes, appliances, or plumbing work therein, nor from the roof, street, or sub-surface, nor from any other place or resulting from dampness, nor from any other cause whatsoever, unless caused by or due to the gross negligence of Landlord, its agents, servants, or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein or in the fixtures or equipment.

Elevated Structure Agreement

7. Landlord Rights. The Landlord reserves the following rights: (a) to change the name of the Premises without notice or liability to Tenant; (b) to constantly to have access to the Premises; (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the structure; and (d) at any time, and from time to time, whether at the insistence of Landlord or pursuant to government requirements, at Landlord's expense, to decorate or make repairs, alterations, additions, or improvements, whether structural or otherwise, in or to the Premises or any part thereof, including the Premises. Landlord agrees to provide at least 180 days' notice prior to any scheduled maintenance which requires Tenant to remove or relocate its equipment to allow Tenant time to accomplish said move. Landlord will not knowingly permit the installation of equipment on or within the Premises, which will interfere with the reception of signals by Tenant's antennae or operate within the same frequencies as the Tenant and Tenant will take no action to interfere with other tenants at the Premises.
8. Damage or Destruction. If damage by fire or other casualty to the Premises cannot reasonably be expected to be repaired within forty-five (45) days following same or if such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, provided Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Landlord. There shall be no abatement of Rent by reason of any portion of the Premises being unusable for a period of thirty (30) days or less.
9. Defaults. The occurrence of any of the following shall constitute an event of default:
 - A failure by Tenant to pay Rent required to be made by Tenant hereunder, where such failure continues for ten (10) days after notice that such Rent was due.
 - A failure by Tenant to observe and perform any other material provision of this Lease to be observed or performed by Tenant, where such failure continues for twenty (20) days after written notice thereof by Landlord.
 - If an event of default shall occur, Landlord may, at any time thereafter, at Landlord's option, exercise any or all rights at law or in equity, which are permitted by Missouri State Law.
10. Additional Termination Right. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon One Hundred Eighty (180) days prior written notice to Landlord.
11. Rules and Regulations. Tenant shall faithfully observe and strictly comply with the Rules and Regulations attached to this Lease and such other rules and regulations as Landlord may from time to time reasonably adopt.
12. Requirements by Law. Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders, regulations, and requirements of all public authorities and any fire underwriter's insurance rating agency or similar organization which may impose any violation, order or duty upon Landlord or Tenant with respect to use of the Premises.
13. Surrender of Premises. At the expiration of the Term hereof, Tenant will remove its antenna and other trade fixtures, excluding in-the-wall cabling, and repair any damage which may be caused to the Premises as a result of such removal, reasonable wear and tear

Elevated Structure Agreement

excepted.

14. **Liens.** Tenant shall do all things necessary to prevent the filing of any mechanic's, material provider's, or other lien against the Premises or the interest of the Landlord by reason of any work, labor, services, or material performed or supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Premises, or any part thereof, though or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be immediately vacated and canceled of record. If Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien. If Tenant shall fail to vacate or release such lien, Landlord may, but shall not be obligated to, vacate, or release the same. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's costs and expenses and reasonable attorneys' fees incurred in connection therewith.
15. **Insurance.** Tenant shall obtain and keep in force during the Term of this Lease a Commercial General Liability policy of insurance against claims for bodily injury, personal injury, and property damage based upon, involving or arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$2,000,000 per occurrence. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Tenant shall provide to Landlord a current certificate evidencing the insurance coverage reference with Landlord as Additional Named Insured. Failure to maintain the referenced insurance coverage, including naming the Landlord as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
16. **Waiver of Subrogation.** Provided that, and for so long as the provisions of this paragraph do not result in the cancellation or invalidation of policies of fire and extended coverage or additional perils insurance covering the Premises, Landlord and Tenant agree to, and each does hereby, waive all rights of recovery and causes of action against the other and all parties claiming by, through or under either Landlord or Tenant for any damage or destruction of any property of either Landlord or Tenant caused by any of the perils embraced within the fire and extended coverage and additional perils insurance policies of Landlord and Tenant, or either, notwithstanding that said damage or destruction shall result from the negligence of any or all of the parties in whose favor this agreement operates.
17. **Subordination.** This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title to the Premises and to all ground and underlying leases and mortgages or financing of refinancing.
18. **Attornment.** Tenant agrees that, in the event of a sale, transfer, or assignment of the Landlord's interest in the Premises or any part thereof, including the Premises, Tenant will attorn to and recognize such transferee, purchaser, ground or underlying Landlord or mortgagee as Landlord under this lease.
19. **Estoppel Certificate.** Tenant shall, at any time and from time to time execute, acknowledge and deliver to Landlord a statement in writing

Elevated Structure Agreement

(i) certifying that this Lease is unmodified and in full force and effect and the dates to which the rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrance of all or any portion of the real property of which the Premises are in part.

20. Interest on Past Due Obligations. If Tenant shall fail to pay Rent required to be paid hereunder after the same becomes due and payable in accordance with paragraph 10 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of the payment at the lesser of eighteen percent (18%) per annum, or such other rate as is the highest legal rate of interest in effect on the date said sum is due and payable hereunder which may be charged to Tenant in the state where the Premises is located.
21. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than that stipulated herein for Rent shall be deemed to be other than on account of the earliest stipulated Rent then due, nor shall any endorsement or statement on a check or letter accompanying any check or payment be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease, at law or in equity.
22. Attorney's Fees. In the event that either party should bring suit because of the breach of any provision of this Lease, or for any other relief hereunder, then the other shall pay all costs and expenses, including reasonable attorneys' fees, to the prevailing party.
23. Fees or Commissions. Tenant covenants, warrants, and represents to Landlord that there are no possible claims for broker's commissions or finders' fees in connection with this lease.
24. Notices. Every notice to be given under this Lease shall be in writing and shall be sent by Certified or Registered Mail, postage prepaid, return receipt requested, or overnight courier, and shall be addressed to the respective party's mailing address and the same shall be deemed given when received or refused by the addressee. Either party may designate, by similar written notice to the other party, any other address for such purposes. Except with respect to service of a summons and other papers in a lawsuit, each of the parties hereto waive personal or any other service than as provided for in this paragraph. Notwithstanding the foregoing, either party hereto may give the other party telegraphic notice of the need for routine or emergency repair visits.
25. Entire Agreement.
 - This Lease, the exhibits, and addenda, if any, attached hereto set forth all of the covenants, promises, agreements, conditions and understanding, between the parties.
 - All prior conversations or writings between the parties hereto or their representatives are merged herein and extinguished.
 - This Lease shall not be modified, except by a writing subscribed to by both parties, or be canceled by Tenant or the Premises surrendered except with the prior express written authorization of Landlord, unless in accordance with paragraph 1 or as otherwise specifically provided herein.
26. Liability of Landlord. Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely

Elevated Structure Agreement

to the estate and property of the Landlord in the real estate of which the Premises is a part and the rentals therefrom for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any condition, covenant, or agreement of this Lease to be observed and/or performed by Landlord, subject, however to the prior rights of any ground or underlying Landlord or mortgagee of the real estate of which the Premises is a part, or part thereof.

27. Assignment. This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market in which the Premises are located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder. Tenant may sublet the Premises within its sole discretion, upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.
28. Successors and Assigns. Except as otherwise provided in this Lease, all of the conditions, covenants, and agreements of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and assigns. Each provision of this Lease to be performed by Tenant shall be construed as both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Lease.
29. Governing Law. The laws of the State of Missouri govern this agreement. Any disputes, causes of action, or other such claims shall be brought in the Circuit Court for Phelps County, Missouri, and the parties hereto consent to the jurisdiction of such Court.

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Elevated Structure Agreement

IN WITNESS WHEREOF, Landlord and Tenant have executed the Lease, in duplicate, as of the Date(s) set forth below their respective signatures hereto.

LANDLORD:

**TENANT: Wisper ISP, LLC., a Delaware
Limited Liability Company**

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONNECTING COMMUNITIES



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance

Final Reading

ITEM/SUBJECT: Project #604 – FY 2025 ASPHALT PHASE IV

BUDGET APPROPRIATION:	\$ 1,500,000.00	DATE: 07/21/25
Phase I, II & III contracts	1,255,515.77	
Phase IV budget	194,337.00	

COMMENTARY:

City staff received bids for Project 604, FY 2025 Asphalt Phase IV. The bids were as follows:

Capital Paving & Construction, LLC 117 Commerce Drive Jefferson City, MO 65109	\$ 209,395.65
Pierce Asphalt, LLC PO Box 696 Rolla, MO 65402	\$ 199,819.40
NB West Contracting Company 18637 US Highway 66 Pacific, MO 63069	\$ 199,925.40

This phase includes work on portions of Greentree Road, Iowa Street, 5th Street, 6th Street, 7th Street, & 14th Street.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt, LLC, for \$199,819.40.

ITEM NO. IV.C.1

ORDINANCE NO.

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

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement for Project 604 between the City of Rolla and Pierce Asphalt, LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 21ST DAY OF JULY 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2025 Asphalt Phase IV, PROJECT 604**, 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 2025 Asphalt Phase IV, PROJECT 604**.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$ 199,819.40 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

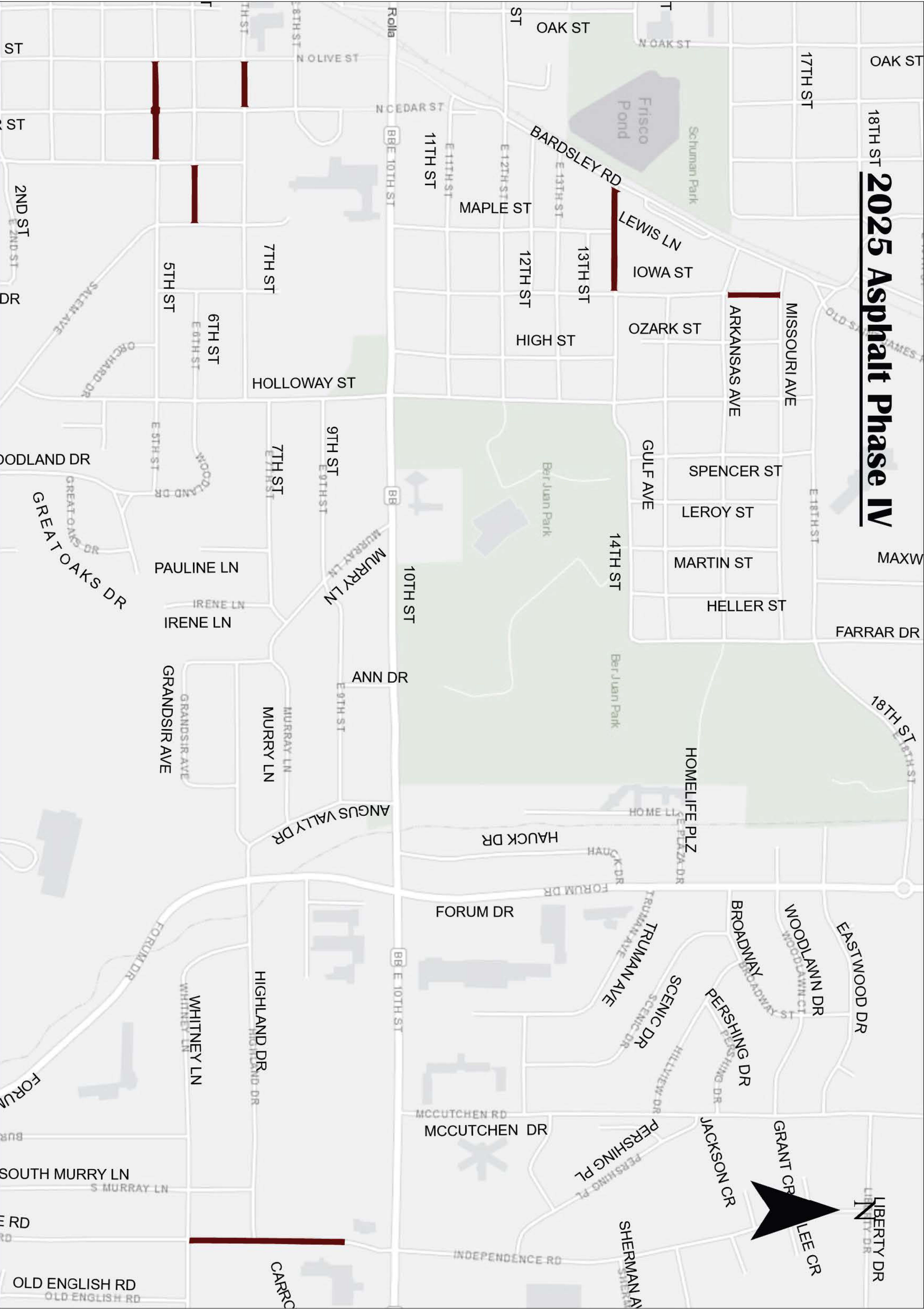
STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

2025 Asphalt Phase IV



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Approval of Grant Agreement w/ DRA for Downtown Stormwater Project.

BUDGET APPROPRIATION: \$2,500,000 FY25-26

DATE: 07/21/25

COMMENTARY:

Council approved a resolution authorizing staff to apply Community Infrastructure Funding through the Delta Regional Authority for stormwater improvements in February 2025. We received notice that the project was selected for award in late June.

Staff is requesting a motion to approve the resolution to authorize John Butz to execute any and all documents related to project MO-9524 with the Delta Regional Authority.

The funds would be utilized to construct storm sewer improvements in Rolla Street from approximately 5th to 11th Streets. The estimated cost of this project is \$2,500,000 of which \$1,250,000 (50%) would be required from the City of Rolla for matching funds.

The existing storm sewer in this area was installed in the early 1900's. The main run of storm sewer down Rolla Street is a hand stacked stone arch culvert and was not sized to handle the current runoff. This funding would allow for the installation of precast box culverts and pipes sized for today's runoff.

Recommendation: Motion to Approve the Resolution accepting the DRA grant for stormwater improvements in Downtown and Authorizing the City Administrator to execute related documents.

RESOLUTION_____

A RESOLUTION ACCEPTING COMMUNITY INFRASTRUCTURE FUNDING THROUGH THE DELTA REGIONAL AUTHORITY FOR STORMWATER IMPROVEMENTS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS.

WHEREAS, the Delta Regional Authority (hereinafter "DRA") was created by Congress by the Delta Regional Authority Act of 2000, as amended, as a federal/state partnership now comprised of 252 counties and parishes within the eight states of Alabama, Arkansas, Illinois, Kentucky, Louisiana, Mississippi, Missouri and Tennessee in order to remedy severe and chronic economic distress by stimulating economic development and fostering partnerships that will have a positive impact on the Delta Region's economy;

WHEREAS, the City of Rolla, acting by and through its city council proposes to apply for a award with DRA for the Fiscal Year 2025 federal award program cycle;

WHEREAS, DRA requires that a person be designated, appointed, and given the authority to perform certain duties and administration of said award for and on behalf of the Awardee;

WHEREAS, the Rolla City Council met in a regular session on July 21, 2025 whereby this Resolution was approved by a majority vote of the Rolla City Council to authorize the following action.

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

Section 1: That the Rolla City Administrator (John Butz), be and is hereby designated and appointed to perform on behalf of the City of Rolla and has the authority to make those acts and assume any and all duties in dealing with the award with DRA for the Fiscal Year - 2025 federal award program cycle;

Section 2: That the Rolla City Administrator is hereby authorized to execute and submit any and all documents including, but not limited to, applications, award closing documents, request for funds, status reports to DRA for the Fiscal Year – 2025 federal award program cycle;

Section 3: That the Awardee agrees to provide additional funds in the amount of \$1,250,000.00 to said award; from the City's Street/Capital Improvement Fund.

Section 4: That the Awardee agrees to make an in-kind contribution of \$39,955.00 for design services with a fair market value of \$39,955.00 to said award; and

Section 5: That in the event of an administration change, the new City Administrator shall continue to have such authority under this Resolution.

Section 6: This resolution will be in full force and effect from and after the date of its passage and approval.

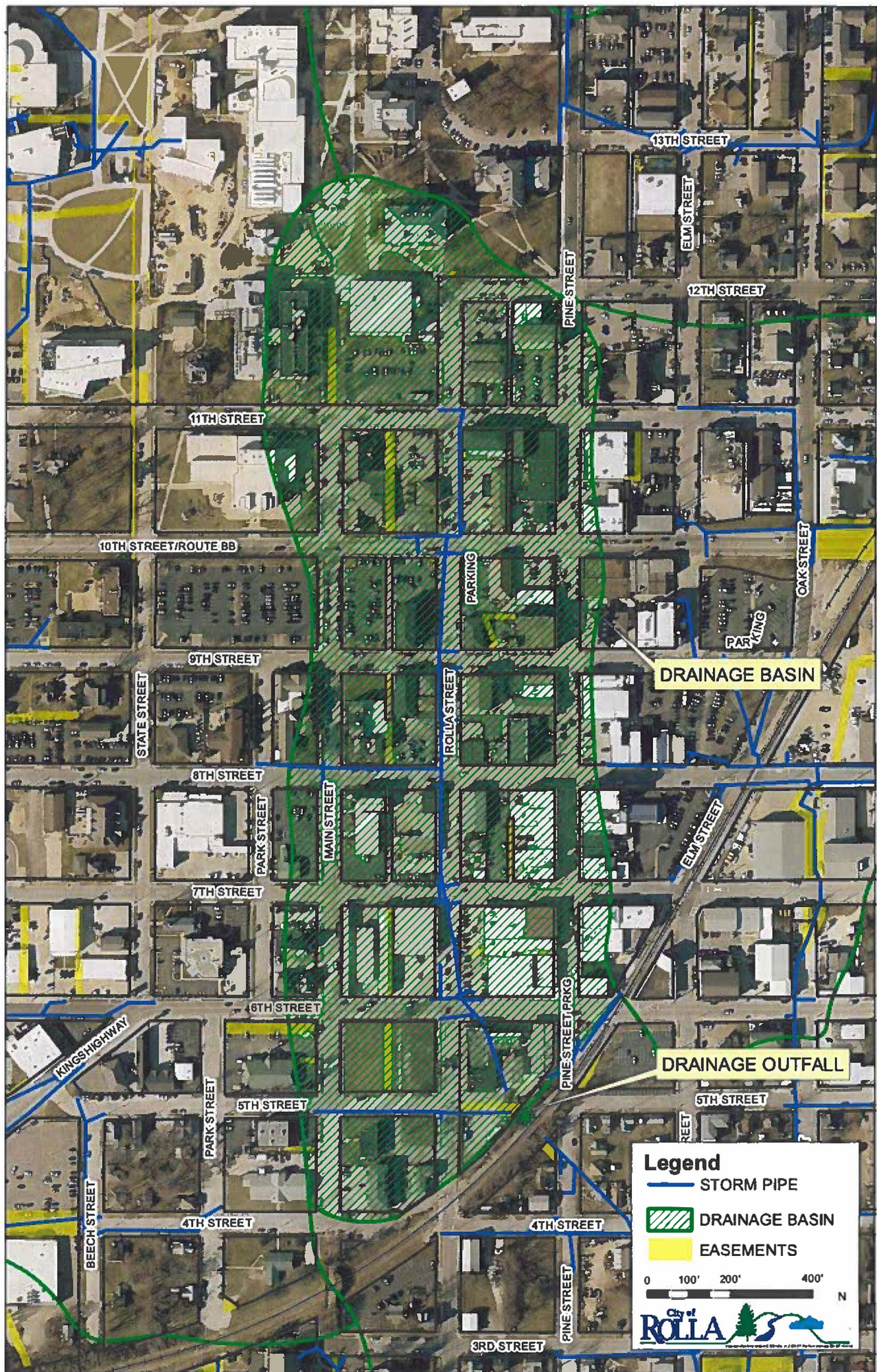
PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 21ST DAY OF JULY 2025.

Approved:

Louis J. Magdits, Mayor

Attest:

Lorri M Powell, City Clerk





June 23, 2025,

To Whom it May Concern,
 Project: **MO-9524**

Attached separately to this email you will find Delta Regional Authority's (DRA) standard award documents (listed below), which must be agreed to for receipt of the Notice to Proceed. If the terms and conditions in the award documents are acceptable, this page must be signed by the authorized official, notarized and returned to the Basic Agency listed below within 45-days. Additionally, if this project's budget included any other uncommitted source(s) of funding, you will have 6-months from the date of this letter to provide DRA with documentation proving those funds are now authorized for use on this project. Only when all other funds are committed will you receive the Notice to Proceed. If for any reason either of these two milestones are not met, the DRA award could be rescinded.

No project activities shall begin prior to the awardee's receipt of the Notice to Proceed, without prior written approval from DRA. No social media or local press coverage is allowed prior to the awardee's receipt of the Notice to Proceed, without prior written approval from DRA. The awardee will be given a maximum of 12-months from the date of the Notice to Proceed to request the first reimbursement of DRA funds. Failure to meet this milestone will also result in the award being rescinded.

1. Memorandum of Agreement
2. Mediation and Arbitration Disclosures
3. Arbitration Agreement
4. Notice of Basic Agency Transfer
5. Environmental Declaration and Indemnity
6. Board Resolutions Example
7. Automated Clearing House Form (ACH)
8. Buy America Agreement

The approved project application details are as follows:

Investment Details:

DRA Investment (LDD Admin Fee Included (\$16,500.00))	\$1,289,955.00
Other Public/Project Investment	\$1,289,955
Other Private/Capital Investment	\$0
Total Investment	\$2,556,455.00

The Basic Agency for this project is identified as:

Meramec Regional Planning Commission
 4 Industrial Dr.
 St. James, MO 65559
 P: (573) 265-2993

If you have any questions or comments regarding these documents or the administration of your project, please address them to Darci Malam, Critical Infrastructure Program Manager, at dmalam@dra.gov.

The awardee affirms this award and the statements and documents produced in the accompanying award application are true and correct. By executing this Award Agreement with DRA, the awardee adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to DRA, consents to the award, and agrees to all terms and conditions of this Award Agreement.

Authorized Awardee Signatory

Signature: _____
 Print Name/Title: _____
 Date: _____

Dr. Corey Wiggins
Federal Co-Chairman

Signature: _____
 Date: _____

Notary Public Seal

Signature: _____
 Date: _____

Award Agreement between the Delta Regional Authority and The Awardee

The Following Conditions Apply to all DRA Projects

Order of Precedence:	This Agreement is subject to the provisions of the Delta Regional Authority Act, the Delta Regional Authority Code, the applicable Administrative Program Manual for awards awarded by the Delta Regional Authority and this Agreement as well as incorporated supplements, if any. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order which they are listed in. The awardee acknowledges that no such provisions or any interpretations thereof shall be deemed to diminish the rights of DRA. DRA may at its option exhaust its remedies hereunder and under other documents, either concurrently or independently, and in such order as it may determine.
Deadline:	The Authority may revoke or revise its approval, at its discretion, of any project if work intended to be assisted is not underway within 12 months after the date of this Agreement.
Awardee's Compliance to all laws and regulations:	The awardee shall comply fully with all laws and regulations. Specifically, the awardee shall protect his or her employees under all such laws, and regulations including, but not limited to, Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1963, The Family and Medical Leave of 1993, and applicable workers' compensation laws of the awardee's state.
DRA Under Run Policy:	If the project contains only DRA funds, (and a non-federal share, where applicable), the DRA funds shall be returned to the DRA in the event of an under run. If the project contains both DRA funds and other agency(ies) funds, the funds shall be returned proportionately.
Additional Funds:	It is understood that if the awardee receives additional funding from any new source towards the eligible cost of this project after DRA approval, these funding sources shall not be used to reduce the amount of local funds pledged. If new funds are available to this project, the DRA and the basic federal agency, if any, should be notified immediately as the DRA reserves the right to reconsider the level of its funding approval should this occur. In affirming this award, the awardee certifies that the additional funds are committed and available as needed for the project and that the additional funds will not affect ownership of, or title to, the project facilities. If the additional funds are de-committed for whatever reason, DRA reserves the right to demand return of all award proceeds and to terminate and/or revoke the project.

Change in Scope:	It is understood that a change in scope should not be implemented without prior written approval from DRA and the basic federal agency, if any. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served, or equipment items or other property purchased.
Close Working Relationship with Administering Agency:	Pursuant to the Delta Regional Authority Act, it is expressly understood that the intent of this Agreement is that the awardee must work in conjunction and closely with the administering agency, if any, and follow bidding and contract award procedures to ensure that all pertinent state and federal laws are complied with. Coordination with the administering agency begins with the filing of an application and continues throughout the project until completed.
Restrictions on Assistance:	Pursuant to the Delta Regional Authority Act, DRA funds should not be used for any form of assistance to relocate industries within the Delta Region; recruitment activities which place a Delta state in competition with another Delta state; and projects to promote unfair competition between businesses within the Delta Region and as set forth in the applicable Administrative Program Manual.
Project Account:	Awardees shall be required to produce to DRA copies of all bank statements of the project account upon request of DRA.
Bonding or Insurance:	The Awardee must provide evidence of adequate insurance and fidelity or employee dishonesty bond coverage.
Audit:	Audit requirements only apply to the year(s) in which the Agency awarded funds are expended. Awardees expending \$750,000 or more of federal assistance per year must submit an audit in accordance with the requirements of OMB circular A-133 as codified in 2 CFR 200. Awardees that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year except as noted in 2 CFR 200, but the records must be available for review or audit by appropriate officials of the DRA, administering agency and/or the General Accounting Office.
Interest:	The Awardee will remit interest earned on award funds deposited in an interest-bearing account in accordance with 2 CFR 200 to DRA.
Cost Incurred Prior to Approval:	Prior to the initial disbursement of award funds, the awardee shall provide acceptable documentation to the Authority for costs incurred prior to the award to determine their eligibility in accordance with the requirements of the cost principles contained in 2 CFR 200. DRA reserves the right to deny all costs incurred prior to the approval of this award.

- Quarterly Report:** Quarterly reports are due to the DRA on the 15th of the month following each calendar quarter, executed by the proper signatory. It is the responsibility of the awardee, not the administering agency, to write a complete report and timely send the same to the DRA central office. A delinquent quarterly report will result in the withholding of funding requests.
- Final Report:** Within one month after the period of performance, the awardee shall prepare and submit to DRA for approval a final report of all work accomplished under this award including recommendations and conclusions based on the experience and results obtained. After DRA's review of the final report, DRA will either accept the report and associated outcomes, return to the awardee the approved report with such comments, including any requirements, suggestions, or modifications as deemed necessary, or require resubmission of the final report if deemed necessary, in which case the awardee shall within 15 days submit another final report for review and comment.
- Budget:** Costs will be determined in general accord with the budget produced in the awardee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.
- Hold Harmless:** Awardee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Awardee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Agreement. The Authority, by its provision of funds for this project, undertakes no responsibility in this regard. Notwithstanding any state or federal law to the contrary, the awardee shall indemnify and save harmless the Authority, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Agreement. Further, the awardee expressly releases the DRA from any liability for any losses or damages suffered by awardee, directly or indirectly, from or in any way connected with the performance of this Agreement unless state or federal law does not allow such release.
- Subcontracting:** The awardee may enter into subcontracts for the work contemplated under this Agreement, subject to the conditions and provisions as the Authority may deem necessary, to protect the interests of the Authority including, but not limited to, the right to disallow the use of sub-contractors and to review all sub-contracts. Provided, further, however, that no provision of this article and no such approval by the Authority of any subcontract shall be

deemed in any event or in any manner to provide for the incurrence of any obligation by the Authority in addition to the total amount and the Authority shall not be responsible for the fulfillment of the awardee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the awardee of any obligations under this Agreement.

Project Personnel: The Authority reserves the right to approve or disapprove the selection or continued participation of any personnel supported with the funds made available under this Agreement.

**Suspension/
Termination/
Collection:** The DRA shall have the right, upon written notice to the awardee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other DRA award agreement and begin collection proceedings by unilateral election. This Award Agreement may also be terminated and/or suspended for a violation of any law, rule, applicable DRA Administrative Program Manual(s) and/or regulation of DRA or other applicable laws.

**Termination for
Convenience:** The DRA may, by written notice to the awardee, terminate this Agreement in whole or in part for convenience of the Authority, whenever the DRA determines that such action is in its best interest.

**Award Related
Communications:** It will be the responsibility of the awardee to include the Delta Regional Authority in any award-related communications from your office. Specifically, all DRA funded, or partially funded projects shall include proper acknowledgement of DRA award funding to include but not be limited to: project announcements, press releases, news articles, ribbon-cutting ceremonies, check presentations, radio and/or television advertisements and the like. Whether written or verbally communicated, the awardee agrees to recognize DRA for its participation. Additionally, those written communications will include the DRA seal. A jpeg file of the DRA seal can be downloaded from the Authority's website at www.dra.gov/state-award-funding/ and clicking on the "resource" link. DRA shall be available to assist with any of these communications.

**Cornerstone,
Plaque or Sign:** Any facility constructed in whole or in part by the funds provided under the DRA shall include a permanent cornerstone, plaque or sign appropriately acknowledging the assistance provided through the DRA program, unless waived by the DRA; provided that such an item not be required if it would be prohibited as an eligible project cost under the basic federal program through which the DRA assistance is provided.

Operation and If the awardee will not operate and maintain the project, then prior to the

Maintenance Agreement:	initial disbursement, the awardee shall provide to the Authority an executed copy of an agreement with the party responsible for the operation and maintenance of the project. Such agreement must be consistent with the Authority policies including, but not limited to, non-discrimination, environmental requirements, an adequate consideration. The agreement must also set forth that prior to occupancy, the occupant of any part of the land acquired or improved by this project must furnish to the awardee, for transmittal to DRA, properly executed DRA forms evidencing assurance of compliance with all applicable requirements.
Project Start and Ending Dates:	The project start date shall be the date of the official Notice to Proceed from DRA. The project end date shall be calculated, accounting for original time requested to complete the project, from the date of the Notice to Proceed.
Financial Procedure:	The award proceeds will be administered in accordance with generally accepted financial accounting procedures and standards. Should the awardee fail to follow such procedures and standards, DRA reserves the right to collect, suspend, terminate, and/or collect said funds as referenced herein.
Certification Regarding Lobbying:	The awardee certifies that no federal appropriated funds have been paid, or will be paid, by or on behalf of the awardee to any person or any 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 this award and the entering into any and all agreements to effectuate this transaction. The awardee further agrees to comply with applicable statutory provisions prohibiting use of Federal assistance funds for activities designed to influence any legislation or appropriations except through proper, official channels.
Return of Award Proceeds:	The awardee acknowledges that all award proceeds, until they are spent for the purposes of the award and in accordance with the award application and this Agreement, shall remain the property of DRA and, if not expended for the purposes of the award and in accordance with the award application and this Agreement, will be returned to DRA within 30 days after the final date on which the award proceeds were scheduled to be spent under the terms of the award application and this Agreement.
Licenses and Permits:	The awardee and its employees, agents, and advisors, and not DRA, are responsible for obtaining necessary licenses and permits, if any, for insuring that all aspects of the project comply with all applicable statutes, regulations, ordinances, and codes, and for all costs of the project in excess of the amount of the approved award.
Notices:	Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the earlier of the day on which delivered to such

party or on the third business day after the day on which mailed, addressed to such party. Such notice to DRA shall be sent to its central office address of 236 Sharkey Avenue, Suite 400, Clarksdale, Mississippi 38614. Any notice to the awardee shall be sent to the address set forth in the award application.

Waiver/Cumulative Remedies:	Neither any failure nor any delay on the part of DRA or any administering agencies in exercising any right, power or privilege hereunder or under the laws of the applicable jurisdiction shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement or other documents, nor consent to any departure by the awardee or any other person therefrom shall in any event be effective unless the same shall be in writing and signed by DRA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose which given. No notice to or demand on the awardee or any other person in any case shall entitle such person to any other or further notice or demand in the same, similar, or other circumstances. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law or of any remedies provided by any other document.
General Procedures:	All DRA awards shall be administered in accordance with 2 CFR 200; and any other applicable Federal regulations. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Awardee shall maintain custody of time records, payrolls, and any other records as appropriate to substantiate all services reported to DRA and/or the administering agency, if any.
Successors and/or Assigns:	All general provisions herein shall be applicable to the awardee's representatives, agents, successors and/or assigns.
Contracting Procedures:	In contracting for services and/or purchasing equipment under this Agreement, awardee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the awardee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the awardee. Awardee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.
Coordination and Non-Duplication:	In carrying out the project under this Agreement, awardee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the awardee under other related DRA awards, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those awards.

Compliance with Applicable laws:	Awardee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Award Agreement. The DRA reserves the right to suspend or terminate this Agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.
Progress Payments:	Awardee may receive progress payments on the basis of work performed. DRA and the administering agency, if any, must concur as to the reasonableness of costs upon review of the submitted Form SF 270 (Request for Advance or Reimbursement). DRA and/or the administering agency, if any, reserve the right to determine that the requirements of this Agreement are being met before making such payments.
Advance Payments:	Awardee may receive advances of funds subject to the approval of the Director of Critical Infrastructure, at his or her sole discretion, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) awardee's certification that a firm commitment has been obtained from each employee appointed under this Agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of Form SF 270 (Request for Advance or Reimbursement) and on the basis of the costs estimates approved by the DRA and/or administering agency, if any; and (c) awardee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period).
Disbursements:	All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate and as determined by DRA, evidencing the disbursements. DRA intends to make disbursements in proportion to DRA's percentage of the project budget.
EIN and DRA Project Numbers:	All payment requests must show the nine-digit taxpayer identification numbers assigned by the Internal Revenue Service and the project number assigned to this project by DRA.
Rebates and Discharges from Liability:	Awardee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the awardee shall be paid to DRA to the extent that they are properly allocable to costs for which the awardee has been reimbursed. Awardee will, when requested, assign such amounts to DRA and execute such releases as may be appropriate to discharge the Authority, its officers and agents from liabilities arising out of

this Agreement.

Official not to Benefit:	No member or delegate to Congress or any local official, shall directly benefit from any DRA award.
Covenant Against Contingent Fees:	The awardee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the awardee for the purpose of securing business. For breach or violation of this warranty the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from the award amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
Certification Regarding Debarment:	Awardee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
Fraud:	The awardee certifies that it has not within a three-year period preceding the submission of the award application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public, whether it be federal, state, or local, transaction or contract under a public transaction or violated federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
Indicted:	The awardee certifies that it is not presently indicted for or otherwise criminally or civilly charged by a government entity, whether federal, state, or local, with commission of any offenses.
Termination of Public Transaction:	The awardee certifies that it is not within a three-year period preceding this award application had one or more public transactions, federal, state, or local, terminated for cause or default.
Conflicts of Interests:	The awardee certifies that it has not violated the provisions of 7 U.S.C. 2009aa(1)(i) dealing with the conflicts of interest statute of the Delta Regional Authority Act.
Certification Regarding Drug-Free Work Place:	The awardee certifies that it will provide a drug free workplace.
Errors and Omissions/	The awardee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this award

Compliance Agreement:	within 30 days from the date of mailing said request.
Basic Agency:	If the servicing of this award is transferred to a Basic Agency, all fees, expenses, or other charges for such servicing will be paid from the award funds by DRA.
Percentage Payments:	If the project budget is funded by any other source towards the eligible cost of this project, DRA shall only pay a percentage of the bill, contract, invoice, or voucher presented. This amount shall be equal to the percentage of DRA's funds to the overall project.
Free and Clear of Liens:	The awardee will keep the project free and clear of any liens, adverse claims, deeds of trust, mortgages, security interest, other charges and/or encumbrances.
Illegal Aliens:	The awardee certifies that it is not in violation of the Federal Immigration and Nationality Act set-forth in 8 U.S.C. 1324 whereby it is unlawful to hire an alien, to recruit an alien, or to refer an illegal alien for a fee, knowing the illegal alien is unauthorized to work in the United States. The awardee further certifies that it has complied with all employment eligibility verification requirements, which include examination of identity documents and completion of Form I-9 for every employee hired.
Conveyance:	The awardee represents and warrants that it shall not convey, transfer or assign any or all of its interest in and to the project.
Non-Discrimination:	It is the general policy of the Authority that an awardee assisted under the DRAA shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, ethnicity, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, and/or political affiliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination with respect to any such programs or activities. The awardee shall afford equality of opportunity in all their employment practices. The Authority is committed to the principles of equal opportunity and the elimination of all vestiges of discriminatory practices that might exist.
Certification of In-Kind Contributions:	Should the award include in-kind contributions by the Awardee, the Awardee shall forward all receipts, invoices or other documentation satisfactory to DRA verifying and confirming the in-kind contribution(s). The in-kind contributions must be verifiable from the Awardee's records. The in-kind contributions may not be included as contributions for any other federally assisted project or program and must be allowable under the

applicable cost principles. The in-kind contributions may not be paid by the Federal or State Government under another award. The in-kind contributions must be set forth in the approved budget.

- Additional Funding Sources:** If the application submitted by the Awardee and approved by DRA was conditioned upon the Awardee providing funds from other funding sources and the Awardee represented and warranted in its application that certain additional funds would be provided from additional funding sources in order to complete this project, but at the time of closing of the award, the additional funds to complete the project had not been received, then the Awardee understands, acknowledges and agrees that six months after the date of the Award Letter, all of the award proceeds for the Awardee may be rescinded by DRA, unless the additional sources of funding have been received by the Awardee at that time, all at the discretion of DRA. Only when all funds are committed will a Notice to Proceed be issued.
- Eligible Expenses:** The Awardee understands, acknowledges, and agrees that the funding of this project shall be used for the eligible expenses outlined in the approved application documentation. However, should the Awardee wish to use these funds for other expenses associated with this Project, the Awardee may request from DRA in writing which portion of the project the Awardee wishes to fund and the reasons for doing so as such.
- Award Amount:** If the award amount is for a lower amount than was requested by the Awardee in the application, then the Awardee states, acknowledges, and agrees that the project described in the application will begin on the date set forth therein and can move the project forward to completion, despite this lower amount approved.
- Attorney's Fees:** The Awardee does hereby guarantee the prompt performance of the obligations according to the terms and provisions of this Agreement. The Awardee further agrees it shall pay all costs and expenses, including attorneys' fees, incurred in the enforcement of this Agreement or to protect the interests of DRA, should this Agreement be placed in the hands of an attorney, by suit or otherwise.
- Bankruptcy:** If the Awardee becomes insolvent or applies for, consents to or acquiesces in the filing of a bankruptcy proceeding, or the appointment of a trustee or receiver or other proceedings under any bankruptcy or insolvency law or any dissolution or liquidation proceedings are instituted by or against it, the Awardee shall be in default and shall return all DRA funds.
- Previous Construction:** Should the award include spending funds on a project that has involved construction, the Awardee states and affirms that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and

specifications, or extra items, used in the construction, repair, or renovation of the subject property described in the accompanying award application, have been paid in full and that such work has been full completed and accepted by the owner. The Awardee states and affirms that no claims have been made to the Awardee by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon the subject real property, or the improvements thereon. The Awardee states and affirms that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmen liens filed of record or unfiled claims or any other liens or encumbrances of any kind. Awardee further agrees and guarantees to hold DRA harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair, or renovation of the subject property.

**Construction
Projects:**

Should the award include spending funds on construction, the Awardee states and affirms that all of the persons, firms and corporations, including the general contractor and all subcontractors who will furnish services, labor or materials according to plans and specifications, or extra items, used in the construction, repair, or renovation of the subject property described in the accompanying award application, will be paid in full.

ARBITRATION AGREEMENT

This Agreement is entered into on the date stated by [on the signature page of this package] and between Delta Regional Authority ("DRA"), its successors, agents and/or assigns, and awardee.

1. **Part of Transaction.** This document ("Agreement") is a part of the agreement and transaction between DRA and AWARDDEE described herein. That agreement and transaction, as well as all past and future agreements and transactions between the parties, their employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, and any other affiliated entities or persons, are hereinafter collectively defined as the "Transaction". This Agreement is incorporated into each document executed in connection with the Transaction. In the event of a conflict between the provisions of this Agreement and other documents executed in connection with the Transaction, the provisions of this Agreement shall control.

2. **Consideration.** The consideration for this agreement is the consideration given and received in the Transaction, and the mutual benefits to be derived by DRA and AWARDDEE from the convenient, expeditious, economical, and private procedures for resolving disputes between them and other entities or persons covered by this Agreement.

3. **Dispute Resolution.** Any claim, dispute or controversy between AWARDDEE and DRA, including DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, successors, assigns, other affiliated entities or persons (collectively, "Covered Persons"), (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort or equitable claims), arising from or relating to any matter, including, but not limited to, the Transaction, any past or future interactions, business or dealings between the parties or between AWARDDEE and the Covered Persons or any application, advertisements, promotions, or oral or written statements related to the Transaction, any goods or services furnished in connection with the Transaction or the terms of financing, the relationships with respect to the Transaction (including to the full extent permitted by applicable law, relationships and dealings with third parties who are not signatories to the Transaction or this Agreement) or the validity, enforceability or scope of this Agreement (collectively, "Claim"), shall be resolved, upon the unilateral or joint election of AWARDDEE or DRA or said Covered Persons, respectively, by binding arbitration, as hereinafter provided, pursuant to the Rules of the National Arbitration Forum ("NAF") in affect at the time the Claim is asserted. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in the lawsuit by any other party or parties. The Rules of NAF may be obtained by calling 1-800-474-2371 or by going to the NAF Website at www.arb-forum.com, and all Claims shall be filed at any NAF office (provided, however, that if for any reason NAF is unwilling or unable or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by the parties hereto).

4. Arbitration.

(a) Any Claim shall, at the request of the AWARDDEE, DRA or any Covered Persons, whether made before or after institution of legal proceedings, be determined by binding arbitration. The Transaction involves interstate commerce, and the arbitration is subject to and

shall be conducted in accordance with the United States Arbitration Act, 9 U.S.C. § 1, et. seq., as amended, notwithstanding any choice of law provision in this Agreement or any other documents executed in connection with the Transaction, and under the Rules of NAF. The Arbitrator shall have authority to award damages and award such other relief he deems appropriate. The Arbitrator shall give effect to applicable law, including statutes of limitations in determining any Claim. Any controversy concerning whether an issue is arbitrable shall be determined by the Arbitrator. However, AWARDDEE, DRA or any Covered Persons may institute a lawsuit for the purpose of compelling the other parties to any Claim to arbitrate in accordance with this Agreement. Judgment upon the arbitration award may be entered in any court having jurisdiction. The Arbitrator(s) shall be chosen no later than 30 days after filing of the Claim with NAF. The arbitration procedures shall be concluded, and the Arbitrator's award issued, no later than six (6) months after selection of the Arbitrator.

(b) The institution and maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff to submit the Controversy or claim to arbitration if any other party Contests such action. No provision of this Agreement shall limit the right of any party to this Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaining provisional or ancillary remedies for a court of competent jurisdiction before, after, or during pendency of any arbitration or other proceedings. The exercise of a remedy does not waive the right of either party to resort to arbitration.

(c) In the event of a conflict between the provisions of this Agreement and the Rules of NAF, the provisions of this Agreement shall control. No class action arbitration may be originated or had under this Agreement and, except as provided in paragraph 3 above, there shall be no joinder of multiple party plaintiff, except for joinder of all parties covered by this Agreement.

5. Administrative Fees and Expenses. Upon request, DRA will advance the first Five Hundred Dollars (\$500.00) of the filing and hearing fees charged by NAF for any Claim filed by any AWARDDEE or any Covered Person against DRA. The Arbitrator will determine who will ultimately be responsible for paying any filing, hearing or other administrative fees in connection with the arbitration. Unless inconsistent with applicable law, each party to an arbitration shall bear the expense of their respective attorneys', experts' and witness fees and expenses, regardless of which party prevails in the arbitration.

6. Selection of Arbitrators. On claims of \$100,000 or less, including counterclaims, an Arbitrator shall be selected from a panel of nine (9) arbitrators submitted by NAF, by DRA and AWARDDEE either agreeing on the Arbitrator or striking persons from the panel until one person is left, that person being the Arbitrator. On claims in excess of \$100,000, including counterclaims, three Arbitrators shall be selected from a panel of fifteen (15) arbitrators submitted by NAF by DRA and AWARDDEE either agreeing on the Arbitrators or striking persons from the panel until three (3) persons are left, those persons being the Arbitrators. The determination of whom shall make the final strike and the resolution of any disputes concerning selection, including, if necessary, the appointment of the Arbitrator(s), shall be done by NAF.

7. Discovery. The Arbitrator shall have the power to authorize reasonable discovery and to issue any necessary orders and subpoenas. All discovery shall be expedited to the maximum extent practicable. In no event shall the Arbitrator allow discovery which would result in this matter not being concluded and an award issued in the time specified herein.

8. Location. The arbitration sessions shall be held at a location mutually acceptable to the parties to the arbitration. If the parties to the arbitration cannot agree on the location, the location shall be selected by NAF.

9. Confidentiality. To the extent permitted by applicable law, all proceedings pursuant to or in connection with this Agreement shall be kept strictly confidential, except for disclosures of information required in the ordinary course of the business of DRA and AWARDEE or by applicable law or regulation. This provision shall not exempt from discovery or use in any other or future proceeding any evidence otherwise discoverable, merely because it is presented in, referred to, or discussed in the course of, or in connection with, proceedings pursuant to this Agreement.

10. Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall be enforced to the extent permitted by applicable law and in lieu of any such unenforceable provision, there shall be substituted in its place a provision as similar in substance and effect as is capable of being enforced.

11. Successors and Assigns. This Agreement shall be binding upon, and shall enure to the benefit of, the parties, the Covered Persons, any co-signors, endorsers, guarantors or other obligors to the Transaction and their respective successors and assigns, including to the full extent permitted by applicable law, third parties who may not be signatories to the Transaction or this Agreement, such as DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, other affiliated entities or persons.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, arrangements, negotiations, and other communications, if any, on dispute resolution. The signatory agrees that this Agreement may not be amended or modified in any respect except in writing.

THE SIGNATORY HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

MEDIATION AND ARBITRATION DISCLOSURES

The following disclosures have been made to the applicant signatory, by in connection with a transaction between the Awardee and Delta Regional Authority, its successors, agents and/or assigns, (the "DRA") which transaction is described in an Arbitration Agreement between DRA and Awardee dated this date [see signature page].

1. The DRA and Awardee each have the right to request Mediation. Mediation is a procedure in which the DRA and Awardee select an impartial third party to serve as mediator to assist us in attempting to voluntarily reach a resolution of our dispute relating to the transaction which is described in the arbitration agreement between us. There are administrative and mediator fees which must be paid by the parties in accordance with the provisions of the arbitration agreement.
2. The DRA and Awardee each have the right to request Arbitration. Arbitration is a procedure in which the DRA and Awardee select an Arbitrator(s) who will hear our presentation and render a final and binding decision. There are administrative and arbitration fees which must be paid by the parties in accordance with the provisions of the Arbitration Agreement.
3. Arbitration is final and binding on the parties and subject to only very limited review by a court.
4. Except as to provisional remedies, self-help and foreclosure, the parties are waiving their right to litigate in court, including their right to a jury trial, because they have given each party the right to demand arbitration.
5. Pre-arbitration discovery is generally more limited and different from court proceedings.
6. Arbitrators' awards are not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

THE APPLICANT SIGNATORY HAS READ AND UNDERSTANDS THAT THIS DOCUMENT DISCLOSES THE PARTIES ARE ENTERING INTO AN ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.



Delta Regional Authority

Exterior Project Signs

The project contractor shall supply, erect, and maintain in good condition a project sign according to the specifications and guidelines set forth in this document.

If the project involves construction that is visible to the public, signage should be included in a conspicuous area.

The grantee shall be responsible for all costs associated with the production and installation of all project signage.

The DRA seal should be included in equivalent size to the identities of other agencies on signage for projects also funded by USDA, EDA, and other funding partners.

Project signs shall not be erected on public street/highway rights-of-way. If any possibility exists for obstruction of traffic line of sight, the location and height of the sign should be coordinated with the agency responsible for street or highway safety in the area.

Delta Regional Authority may permit modification of these specifications if they conflict with state law or local ordinances.

Material Specifications

Panel: 4' x 8' x 3/4" exterior grade
MDO plywood (APA rating A-B).

Posts: 4" x 4" x 12' structural grade treated Douglas Fir or Southern Yellow Pine, No.1 or better. 2" X 4" bracing of equivalent material shall be installed per the attached drawing. If local winds require, additional braces shall be added to ensure the sign does not blow over.

Finish Schedule

Panel: Plywood shall be primed and painted overall SW

7006 Extra White (or equivalent) exterior enamel.

A 12" high band of SW 6510 Loyal Blue (or equivalent) shall be painted across the bottom of the panel to include the left, right and bottom edges.

Posts: Posts shall be primed and painted SW 6510 Loyal Blue (or equivalent).

Formatting Instructions

Instructions for laying out the graphics for a typical project sign are provided on the last page of this document.

Vector Digital Artwork

In an effort to ensure consistency and make the job easier, DRA provides digital vector artwork. These vector files are in .ai format with all type converted to outlines. Sizing instructions for each sign component appear on the layout sheet (page 4).

For DRA digital artwork, please contact **Ryan Sayles** at rsayles@dra.gov.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPT. HEAD: Jeff Breen, Fire Chief

ACTION REQUESTED: Motion

ITEM/SUBJECT: Purchase Turnout Gear

BUDGET APPROPRIATION: \$56,250

DATE: July 21, 2025

On July 9, 2025, the City of Rolla Fire & Rescue received bids for the purchase of Firefighter Turnout Gear. The department solicited bids from several turnout gear manufacturers.

The department received one bid from McQueen Emergency – Eureka, MO for the purchase of 10 sets of Athletics Turnout Gear – MSA Globe Manufacturing. Bid per set was \$5,625.

Currently, each of our Firefighters wear Athletics Turnout Gear manufactured by MSA Globe – Manufacturing. The Athletics Fit Turnout Gear is designed with unique stretch fabrics that allow closer, body-contoured fit to provide for a greater range of motion with less bulk, more flexibility, and lighter weight.

Our personnel unanimously endorse the purchase of this specific gear as it provides greater comfort, lighter weight, and safety factors.

In January 2024, the City of Rolla was awarded an ARPA grant through the Department of Homeland Security for the purchase of Turnout Gear.

Our agency received a \$27,900 grant that required a 50/50 hard match. The department will use approved funds from the 2024 – 2025 budget to match the grant requirements.

The department is recommending a motion to award the bid of \$5,625 per set to McQueen Emergency for a total amount of \$56,250 and approve the purchase of same.

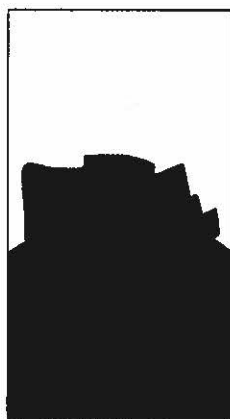
Globe ATHLETIX™ Jacket



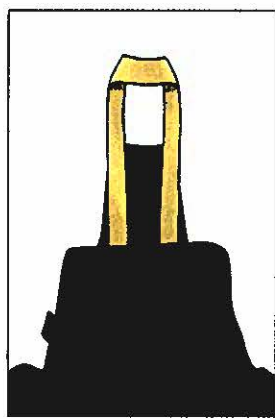
Innovative material technology enables an all-new athletic design with unique stretch fabrics that allow closer, body-contoured fit to provide unprecedented range of motion with less bulk, more flexibility, and lighter weight.

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

ASK A QUESTION



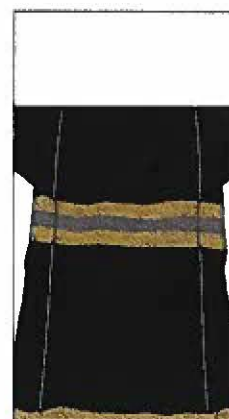
Less Bulky, Softer, and More Adjustable Collar
Interfaces better with hood and helmet and reduces head restriction



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



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



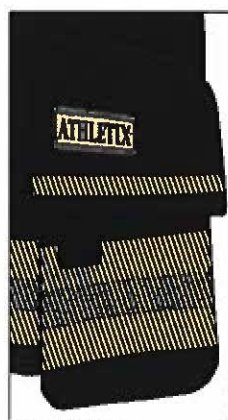
Elasticized Side Panels
Provide flexible, more athletic fit at the waist



Articulated Elbows
For body-contoured fit with minimum restriction



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



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



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

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Floyd Jernigan, Parks & Rec Director ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Park Mower

BUDGET APPROPRIATION (IF APPLICABLE) \$21,000

DATE: July 21, 2025

COMMENTARY: The following bids were received for a 2025 zero turning radius diesel mower, with a 72-inch, hydraulic lift, floating mower deck. This will replace a 2015 mower. Mowers typically have a 5-7 year life cycle, primarily due to mowing 218 acres of parkland and 8.5 miles of trails weekly, and being used for the cemetery's 40 acres and maneuvering around headstones. Due to Prop P funding, we've been able to replace two-thirds of our mowing fleet. Notice to bid was mailed directly to 21 regional vendors. We spec out diesel due to better fuel efficiency and longevity. The used mower will be transferred to the airport. Older mowers from the airport will be sold on gov deals when surplus.

Company	Model	Price
Wayde's Equipment Steelville, Mo.	Kubota ZD 1211-3-72	\$19,047.41
Bobcat of Rolla	Kubota Turf Tiger II	\$20,319
Crown Power & Equipment Jefferson City, Mo.	ZD 1211L-3-72	\$21,914
Rosebud Tractor Linn, Mo.	Toro 72030	\$27,600.00
Gahr Truck & Equipment St. James, Mo.	Ferris IS6200	\$32,254.25



Staff recommends approving the low bid of Wayde's Equipment.

ITEM NO. _____ VI.B.1 _____