

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

COUNCIL PRAYER
Ministerial Alliance

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

PRESIDING: Mayor Louis J. Magdits IV

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

PLEDGE OF ALLEGIANCE
Councilman Florence

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes – October 2nd, 2023
 - 2. Closed Session City Council Minutes – October 2nd, 2023
 - 3. City Council Minutes – October 16th, 2023

II. PUBLIC HEARINGS – None

III. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

- a. Environmental Services Department Monthly Report – September 2023
- b. Building Codes monthly report – September 2023
- c. Municipal Court Summary Reporting for September 2023
- d. Police Department Monthly Report – September 2023
- e. Animal Control Division Report – September 2023
- f. RMU Board of Public Works Report for October 3rd, 2023
- g. The Centre Income Statement ending September 2023
- h. P&Z Commission Minutes for October 10th, 2023
- i. DRC Minutes for October 17th, 2023
- j. City of Rolla Financial Report ending August 2023
- k. Park Advisory Meeting Minutes for September 27th, 2023

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Stevie Kears – Executive Director, Rolla Chamber: Proposed expansion of Motel Tax
- B. Ms. Lana Croft, Prevention Consultants - drug prevention programs in Rolla Public Schools

V. **OLD BUSINESS** –

- A. **Ordinance** rezoning 726 Salem Ave from the R-1, Suburban Residential district to the C-2, General Commercial district. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** to enter into agreement with McConnell & Associates out of St. Louis, MO for 6 USA Pickleball standard courts. (Parks Director Floyd Jernigan) **Final Reading**
- C. **Ordinance** to approve the increase of waste collection fees. (Environmental Services Director Roger Pankey) **Final Reading**
- D. **Ordinance** to update Rolla City Code pertaining to Taxicabs and Limousines. (Finance Director Steffanie Rogers) **Final Reading**

VI. **NEW BUSINESS** –

- A. **Motion** to allow street closings for Rolla Christmas Festivities December 1st thru December 3rd, 2023 (PW Director Darin Pryor)
- B. **Ordinance** to approve Aptitude Internet LLC ROW Use Agreement. (PW Director Darin Pryor) **First Reading**
- C. **Ordinance** to approve Aviation Project Consultant Agreement for geotechnical engineering to determine the scope of rehabilitating the taxiway at RNA. (PW Director Darin Pryor) **First Reading**

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

- A. **Award** of Bid to Musco for the Bayless Field Lighting Project and Ordinance to enter into agreement with same. (Parks Director Floyd Jernigan) **Award and First Reading**

VIII. **CITIZEN COMMUNICATION**

IX. **MAYOR/CITY COUNCIL COMMENTS**

- A. Motion to appoint Don Morris to the Planning & Zoning Commission for a 4 year term ending Nov 2027.

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

XI. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (2) Real Estate

XII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 2ND, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Lister Florence, Matt Fridley, Jaired Hall, Rob Kessinger, Kevin Greven, Stanley Mayberry, and Victoria Steen

Council Members Absent: Tina Balch

Department Directors and Other City Officials in Physical Attendance: Police Chief Sean Fagan, Fire Chief Jeff Breen, Finance Director Steffanie Rogers, Public Works Director Darin Pryor, City Planner Tom Coots, Centre Recreation Director Marci Fairbanks and City Counselor Carolyn Buschjost.

Mayor Louis J. Magdits IV called the meeting to order at approximately 6:30 p.m. and asked Councilman Nathan Chirban to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A. Consider Approval of the City Council Minutes of:

1. City Council Workshop – August 28th, 2023
2. City Council Minutes – September 5th, 2023
3. Closed Session City Council Minutes – September 5th, 2023
4. City Council Minutes – September 18th, 2023

A motion was made by Vroman and seconded by Greven to approve the minutes. A voice vote showed 10 Ayes, 0 Nays, and 1 Absent (Balch).

II. PUBLIC HEARINGS – None

III. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

- a. Environmental Services Department Monthly Report – August 2023
- b. Building Codes monthly report – August 2023
- c. Municipal Court Summary Reporting for August 2023
- d. Police Department Monthly Report – August 2023
- e. Animal Control Division Report – August 2023
- f. RMU Board of Public Works Report for August 2023
- g. The Centre Income Statement ending August 2023
- h. P&Z Commission Minutes for September 12th and 19th, 2023

October 2nd, 2023

- i. DRC Minutes for September 5th & 19th 2023
- j. City of Rolla Financial Report ending August 2023

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Proclamation for Infant Safe Sleep Awareness Month. Mayor Magdits presented Maria Grant, Safe Sleep Coordinator with the Community Partnership, with a proclamation for Infant Safe Sleep Awareness Month.

V. OLD BUSINESS –

*Note: Councilman Hall joined the meeting at 6:38 pm.

Ordinance to approve Jenks Parking Lot Lease. (PW Director Darin Pryor) City Counselor Carolyn Buschjost read the ordinance for its final reading by title: **ORDINANCE 4761: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND JENKS, WILLIAM S III & PAULE J TRUST FOR A PARKING LOT LEASE.** A motion was made by Johnson and seconded by Higgins to approve the ordinance. A roll call vote showed the following: Ayes: Higgins, Greven, Steen, Vroman, Mayberry, Chirban, Johnson, Kessinger, Florence, Hall, and Fridley Nays: none. Absent: Balch.

Ordinance to approve re-adoption and revisions to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances. City Planner Tom Coots advised Council that two minor corrections were made since the first reading in sections 42.420 Adult Uses, Subsection (3); and Section 42.700 Definitions. City Counselor Carolyn Buschjost read the ordinance for its final reading by title: **ORDINANCE 4762: AN ORDINANCE AMENDING CHAPTER 42, OF THE CITY OF ROLLA ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE PLANNING AND ZONING CODE, BY REPEALING THE CHAPTER IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF A NEW CHAPTER, ZONING AND SUBDIVISION REGULATIONS; AND REPEALING IN ITS ENTIRETY CHAPTER 29, EXPLICIT SEXUAL MATERIALS DISPLAY, SEXUALLY ORIENTED BUSINESS; AND REPEALING IN ITS ENTIRETY CHAPTER 39, TRAILERS AND MOBILE HOMES; AND REPEALING IN ITS ENTIRETY CHAPTER 40, URBAN RENEWAL; AND AMENDING CHAPTER 15, STORMWATER AND FLOOD CONTROL; AND AMENDING CHAPTER 20, HOUSING; AND AMENDING CHAPTER 28, NUISANCES; AND AMENDING CHAPTER 41, WEAPONS; AND RE-ADOPTING THE OFFICIAL ZONING MAP AS CORRECTED.** A motion was made by Vroman and seconded by Chirban to approve the zoning code. A roll call vote showed the following: Ayes: Mayberry, Chirban, Greven, Vroman, Steen, Kessinger, Hall, Johnson, Fridley, and Higgins. Nays: none. Absent: Balch. Abstention: Florence.

VI. NEW BUSINESS –

Ordinance to approve a Minor Subdivision to subdivide one residential lot into three lots at 511 Christy Drive. (City Planner Tom Coots) City Counselor Carolyn Buschjost read the ordinance for its first reading by title: **ORDINANCE 4763: AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF DEER CROSSING EAST, VI.** A motion was made by Johnson and seconded by Kessinger to suspend the rules for final reading. A voice vote showed: Ayes: 11. Nays: zero. Absent: Balch City Counselor Carolyn Buschjost read the ordinance for its final reading. A motion was made by Kessinger and seconded by Vroman to approve the ordinance. A roll call vote showed the following. Ayes: Johnson, Fridley, Steen, Vroman, Higgins,

Chirban, Greven, Kessinger, Florence, Hall, Mayberry. Nays: none. Absent: Balch.

Ordinance to authorize Delta Regional Authority (DRA) Participation (Grant) Agreement for updating of Comprehensive Plan. (City Administrator John Butz) **First and Final Reading Requested**

City Counselor Carolyn Buschjost read the ordinance for its first reading by title: ORDINANCE ??? AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN PARTICIPATION (GRANT) AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DELTA REGIONAL AUTHORITY FOR FINANCIAL ASSISTANCE REGARDING AN UPDATED COMPREHENSIVE PLAN. A motion was made by Johnson and seconded by Greven to suspend the rules for final reading. A voice vote showed: Ayes: 11. Nays: zero. Absent: Balch. City Counselor Carolyn Buschjost read the ordinance for its final reading. A motion was made by Greven and seconded by Johnson to approve the ordinance. A roll call vote showed the following. Ayes: Hall, Mayberry, Chirban, Greven, Vroman, Steen, Kessinger, Higgins, Johnson, Fridley, Florence. Nays: zero. Absent: Balch.

VII. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Award of Bid** to Deere & Company of North Carolina for \$160,911.54 for the purchase of a Tractor Boom Mower. (PW Director Darin Pryor) A motion was made by Higgins and seconded by Johnson to approve the purchase. A voice vote showed Ayes: 11, Nays: zero, Absent: Balch.
- B. **Award of Bid** to Seiler Geospatial Division of St. Louis, Missouri for a GPS surveying unit. (PW Director Darin Pryor) A motion was made by Chirban and seconded by Higgins to award the bid for \$45,796.31. A voice vote showed Ayes: 11. Nays: zero. Absent: Balch.
- C. **Motion** to authorize the second (FY 2023) allocation of Rec Centre funding of \$125,000, Comp Plan allocation of \$125,000 and Phase 2 Funding for the Animal Shelter of \$100,000. (City Administrator John Butz).
A motion was made by Greven and seconded by Fridley to authorize the requested allocation of ARPA funds. A voice vote showed 11 Ayes, zero Nays, and Balch Absent.

VIII. CITIZEN COMMUNICATION

- A. Rodney Bourne – GM for RMU extended an invitation to council and community, to the Eighth Annual Public Power Celebration Wednesday October 4th, from 11:00 am to 1 pm.
- B. Rachel Schneider: Spoke against any ordinance regarding obscenity and the restriction of certain activities and asked council to consider, discrimination aside, all other long standing popular events that might be affected by such an ordinance, such as events with alcohol or expressing certain dancing styles.
- C. Terris Cates: Stated he felt it was vital to move on with an ordinance to protect the children.
- D. Sam Schmid: Suggested additional revenue streams to more quickly pay for the new Animal Shelter facility.
- E. Denise McClanahan: Spoke against a policy that might have double standards in the community.
- F. Robert Hazelwander: Encouraged the City to coordinate with MDC (Missouri Department of Conservation) to discuss options to help decrease the overpopulation of deer in the city limits of Rolla.
- G. David Dukes: Spoke on hypocrisy and informed Council that the Mission had not had any issues requiring law enforcement in over 6 months and urged Council to reach out to the Phelps County Prosecutor regarding the need for more aggressive criminal prosecution.

IX. MAYOR/CITY COUNCIL COMMENTS – None

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Councilman Fridley – Encouraged citizens to call the police if they see something and shared his recent personal experience.
- B. Fire Chief Jeff Breen – Reminded all of the FEMA nationwide cell phone notifications that were scheduled for Wednesday, October 4th at 1:20 p.m.
- C. Councilman Florence – Supported Fridley’s comment of If you see something say something and expressed thanks for the collective working relationship between RPD and the other area law enforcement agencies.

XI. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- (12) Contract Negotiations; (1) legal

At 7:55 p.m., a motion was made by Chirban and seconded by Johnson to adjourn to closed session. A roll call vote showed the following: Ayes: Greven, Higgins, Steen, Fridley, Mayberry, Chirban, Johnson, Kessinger, Florence, Hall, and Vroman. Nays: None. Absent: Balch.

At 9:05 p.m., Council returned from closed session where topics regarding Contract Negotiation and a legal matter were discussed with no final action.

XII. ADJOURNMENT -

Having no further business, the meeting adjourned at approximately 9:05 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 16TH, 2023; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Joshua Vroman, Terry Higgins, Megan Johnson, Nathan Chirban, Lister Florence, Matt Fridley, Jaired Hall, Rob Kessinger, Kevin Greven, Stanley Mayberry, and Tina Balch

Council Members Absent: Victoria Steen

Department Directors and Other City Officials in Physical Attendance: Police Chief Sean Fagan, Fire Chief Jeff Breen, Finance Director Steffanie Rogers, City Planner Tom Coots, Parks Director Floyd Jernigan, Environmental Services Director Roger Pankey, Josh Stephens Operations Manager The Centre and City Counselor Carolyn Buschjost.

Mayor Louis J. Magdits IV called the meeting to order at approximately 6:30 p.m. and asked Councilman Matt Fridley to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS –

A. **Public Hearing and Ordinance** rezoning 726 Salem Ave from the R-1, Suburban Residential district to the C-2, General Commercial district. (City Planner Tom Coots) The applicant is a non-profit serving disabled persons. The commercial building is planned to be remodeled to serve the organization’s needs. As a part of the project, the parking lot is proposed to be enlarged and a driveway would connect to Salem Avenue. A portion of the parking expansion would be on the adjoining residential lot. The lot is proposed to be rezoned to allow for the parking expansion. The existing house will continue to be a rental unit. Mayor Magdits opened the public hearing at 6:45 pm.

Wanda Reveal - Salem Ave. resident: Spoke against the proposed rezoning project and shared her concern for the traffic and safety hardships this may cause the neighborhood.

Paula Delong – Executive Director of Choices for People: Clarified for council the renovation plans.

Mindy Blanc – 724 Salem Ave: Spoke against the zoning project and shared that the green space shown on the border of the property as a buffer, was on her land and this would soon be removed. She shared traffic and safety concerns regarding the project.

Carol Cates – Integrity Engineering: Stated there would be a wooden privacy fence installed and further explained the need for parking. She added that the light poles were all existing and later corrected that there would be a few new lights.

With there being no further citizen comments, the public hearing was closed at 7:17 pm. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF A PORTION OF PROPERTY ADDRESSED AS 726 SALEM AVENUE FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE C-2, GENERAL COMMERCIAL DISTRICT

October 16th, 2023

II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. Stevie Kearse – Executive Director, Rolla Chamber, shared the 3rd Quarter Tourism Report covering the efforts from April through September 2023.

III. **OLD BUSINESS** – NONE

IV. **NEW BUSINESS** –

- A. **Ordinance** to approve the increase of waste collection fees. (Environmental Services Director Roger Pankey) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE REPEALING SECTION 18-14 (a), 18-16 (a), 18-23 AND SECTION 18-25 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS IN LIEU THEREOF PERTAINING TO RESIDENTIAL, SPECIAL, AND COMMERCIAL REFUSE DISPOSAL AND COLLECTION.
- B. **Ordinance** to update Rolla City Code pertaining to Taxicabs and Limousines. (Finance Director Steffanie Rogers) State law no longer requires a chauffeur’s license for Taxicabs and Limousine drivers. Changes in the ordinance will reflect the change to a valid driver’s license. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AMENDING SECTIONS 38-3 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO LICENSES

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

- A. **Award of bid** to McConnell & Associates out of St. Louis, MO for 6 USA Pickleball standard courts and **Ordinance** to enter into agreement with same. (Parks Director Floyd Jernigan) City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MCCONNELL & ASSOCIATES. A motion was made by Vroman and seconded by Kessinger to award the bid to McConnell & Associates for \$419,935. A voice vote showed 11 Ayes, zero Nays, 1 absent.
- B. **Motion** to award bid for the purchase of patrol rifles to Black Rain Ordnance. (Police Chief Sean Fagan) A motion was made by Johnson and seconded by Vroman to award the bid to Black Rain Ordnance for \$14,997.84 for 24 patrol rifles. A voice vote showed 11 Ayes, zero Nays, 1 Absent.

C. **Award of bid** to Direct Fitness Solutions for Centre floor covering and equipment and ordinance to enter into agreement with same. (City Administrator John Butz) A motion was made by Greven and seconded by Higgins to award the bid to Direct Fitness Solutions for \$143,708.10. A voice vote showed 11 Ayes, zero Nays, and 1 Absent. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: ORDINANCE 4765: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DIRECT FITNESS SOLUTIONS REGARDING CENTRE FLOOR COVERING AND EQUIPMENT. City Administrator John Butz requested Council consideration for first and final reading in order to complete the work by December 22nd in order to expand membership opportunities in 2024. A motion was made by Kessinger and seconded by Greven to suspend the rules for the final reading. A voice vote showed 9 Ayes, 2 Nays (Vroman and Johnson), and 1 absent. City Counselor Carolyn Buschjost read the ordinance for its final reading. A motion was made by Fridley and seconded by Greven to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Higgins, Vroman, Mayberry, Greven, Balch, Johnson, Kessinger, Florence, Fridley, and Hall. Nays: none. Absent: Steen.

VI. **CITIZEN COMMUNICATION:** None

VII. **MAYOR/CITY COUNCIL COMMENTS**

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

- A. Councilman Kessinger shared traffic concerns expressed by Oak Knoll Residents.
- B. Fire Chief Breen shared that October was Fire Safety Month.
- C. City Administrator John Butz shared funeral arrangements for Steve Hargis on Friday, November 10th from 11:00-noon at Null & Sons, followed by burial at Ozark Hills Memorial Gardens.
- D. Councilman Greven shared that he attended meetings in Washington DC last week where he got to share how Rolla supports the soldiers at Fort Leonard Wood.

IX. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (NONE)

X. **ADJOURNMENT** –

Having no further business, the meeting adjourned at approximately 8:20 p.m.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

October 16th, 2023

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SEPTEMBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Sep 2023	Aug 2023	Sep 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Cardboard	103.0 ton	126.0 ton	125.0 ton	1,078.2 ton	1,142.4 ton	1,481.9 ton
Newspaper	16.0 ton	18.0 ton	34.5 ton	264.8 ton	348.1 ton	455.6 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	20.0 ton	42.0 ton	63.5 ton
Aluminum	0.0 ton	1.9 ton	2.5 ton	9.3 ton	13.6 ton	16.1 ton
Steel Cans/Scrap Metal	3.5 ton	4.2 ton	3.5 ton	41.1 ton	44.1 ton	69.7 ton
Plastic	0.0 ton	10.6 ton	29.3 ton	68.1 ton	81.2 ton	98.2 ton
Glass	0.0 ton	25.0 ton	0.0 ton	177.5 ton	181.7 ton	201.7 ton
Batteries	0.0 ton	0.0 ton	0.7 ton	1.6 ton	1.4 ton	2.1 ton
Electronic Waste	0.0 ton	3.4 ton	3.4 ton	24.3 ton	29.0 ton	39.3 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	3.7 ton	0.0 ton	0.0 ton
TOTAL	122.5 ton	189.2 ton	198.8 ton	1,688.4 ton	1,883.5 ton	2,428.1 ton

SERVICES PROVIDED

Type of Service	Sep 2023	Aug 2023	Sep 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Special Pick-ups	35	71	43	401	513	639
Paper Shredding	2.5 hours	4.5 hours	5.5 hours	41.3 hours	46.0 hours	59.5 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	74	91	80	686	736	953

DISPOSAL TONNAGE

(Sanitation Division)

Material	Sep 2023	Aug 2023	Sep 2022	Year-to-Date 2023	Year-to-Date 2022	Yearly Total 2022
Refuse	1,500.1 ton	1,662.5 ton	1,378.5 ton	12,978.9 ton	12,624.5 ton	16,383.3 ton

Management Report
FISCAL YEAR 2023

September 2023

BUILDING PERMITS ISSUED	SEPTEMBER FY 2023		SEPTEMBER FY 2022		YTD FY 2023		YTD FY 2022		Δ CHANGE FY 22 - FY 23	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	52	\$ 1,334,100	37	\$ -	515	\$ -	427	\$ -	20.6%	-100.0%
Electric, Plumbing, etc. Only	34	\$ -	18	\$ -	252	\$ -	172	\$ 150,000	46.5%	-100.0%
Single Famil Detached	2	\$ 486,000	-	\$ -	11	\$ 2,241,474	13	\$ 3,512,885	-15.4%	-36.2%
Single Family Attached	-	\$ -	-	\$ -	30	\$ 3,332,000	8	\$ 1,437,000	275.0%	131.9%
Duplexes	-	\$ -	-	\$ -	1	\$ 379,000	1	\$ 291,800	0.0%	29.9%
3-or-4 family	-	\$ -	2	\$ 831,800	6	\$ 3,241,000	11	\$ 4,850,290	-45.5%	-30.3%
5-or-more family	-	\$ -	-	\$ -	1	\$ 1,500,000	1	\$ 2,057,200	0.0%	-27.1%
Hotels, Motels	-	\$ -	-	\$ -	1	\$ 2,800,000	-	\$ -	-	-
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	2	\$ 291,500	-100.0%	-100.0%
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Industrial	-	\$ -	-	\$ -	1	\$ 3,225,000	-	\$ -	-	-
Parking garages	-	\$ -	-	\$ -	5	\$ 67,883	6	\$ 3,146,750	-16.7%	-97.8%
Service stations, repair garages	-	\$ -	-	\$ -	2	\$ 1,795,125	2	\$ 1,854,750	0.0%	-3.2%
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Offices, banks, professional	-	\$ -	-	\$ -	1	\$ 1,100,000	3	\$ 1,800,000	-66.7%	-38.9%
Public Works, utilities	1	\$ 300,000	-	\$ -	1	\$ 300,000	1	\$ 500,000	0.0%	-40.0%
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Stores, customer	-	\$ -	-	\$ -	2	\$ 1,564,650	2	\$ 2,000,000	0.0%	-21.8%
Towers, antennas	-	\$ -	-	\$ -	1	\$ 170,000	1	\$ 25,000	0.0%	580.0%
Signs, attached and detached	2	\$ 20,700	5	\$ 85,300	59	\$ 277,364	70	\$ 741,800	-15.7%	-62.6%
Residential addition, remodel	8	\$ 122,000	3	\$ 37,853	73	\$ 1,509,028	60	\$ 1,439,218	21.7%	4.9%
Commercial addition, remodel	4	\$ 405,400	4	\$ 88,000	42	\$ 4,115,700	35	\$ 4,174,216	20.0%	-1.4%
Residential garage, carport	-	\$ -	-	\$ -	2	\$ 65,000	-	\$ -	-	-
Demolition, single family	-	\$ -	2	\$ -	14	\$ -	24	\$ -	-41.7%	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	-
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	1	\$ -	-100.0%	-
Demolition, all other	-	\$ -	3	\$ -	9	\$ -	13	\$ -	-30.8%	-
Total Residential Units	2	\$ 486,000.00	8	\$ 831,800	107	\$ 10,693,474	117	\$ 11,949,185	-8.5%	-10.5%
EST. CONSTRUCTION COSTS	-	\$ 1,334,100	-	\$ 1,042,953	-	\$ 27,683,224	-	\$ 28,072,419	#DIV/0!	-1.4%
Building Permit Fees	-	\$ 5,900	-	\$ 6,179	-	\$ 121,543	-	\$ 109,823	#DIV/0!	10.7%
FEES	-	\$ 13,400	-	\$ 16,079	-	\$ 236,868	-	\$ 231,948	#DIV/0!	2.1%
INSPECTIONS PERFORMED	SEPTEMBER FY 2023	SEPTEMBER FY 2022	YTD FY 2023	YTD FY 2022	YTD FY 2023	YTD FY 2022	FY 22 - FY 23	FY 22 - FY 23	Δ CHANGE	\$ VALUE
Building Inspections	199	163	1468	1,958	-25%	-	-	-	-	-
Electrical Inspections	68	86	736	912	-19%	-	-	-	-	-
Excavation Inspections	0	0	0	0	#DIV/0!	-	-	-	-	-
Plumbing Inspections	42	71	507	605	-16%	-	-	-	-	-
Mechanical Inspections	29	38	234	285	-18%	-	-	-	-	-
Code Inspections	247	238	2204	2,958	-25%	-	-	-	-	-
Nuisance Inspections	78	228	1491	1,818	-18%	-	-	-	-	-
Business License Inspections	12	9	103	175	-41%	-	-	-	-	-
TOTAL INSPECTIONS	675	833	6743	8,711	-23%	-	-	-	-	-

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: ROLLA	Reporting Period: Sep 1, 2023 - Sep 30, 2023	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: LESLIE YOAKUM		E-mail Address:		
Municipal Judge:				
II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		14	1,063	190
B. Cases (citations/informations) filed		2	185	28
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		2	21	3
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	239	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	37	8
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	297	11
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		14	951	207
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	63	1. # Issued during period	130	
2. # Served/withdrawn during reporting period	45	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,051			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: ROLLA	Reporting Period: Sep 1, 2023 - Sep 30, 2023
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,303.50	Court Automation	\$491.91
Clerk Fee - Excess Revenue	\$360.00	Law Enf Arrest-Local	\$126.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$11.10	Overpayment-E/R	\$42.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$660.41
Total Excess Revenue	\$2,674.60	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$11,098.15
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$100.00
Fines - Other		Total Disbursements	\$11,198.15
Clerk Fee - Other			
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other			
Law Enforcement Training (LET) Fund surcharge			
Domestic Violence Shelter surcharge			
Inmate Prisoner Detainee Security Fund surcharge			
Restitution			
Parking ticket revenue (including penalties)			
Bond forfeitures (paid to city) - Other			
Total Other Revenue			

Rolla Police Department Monthly Report
YTD 2023

Part I Crimes

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

	<u>Criminal</u>		<u>Felony</u>					<u>Total</u>	<u>Change from</u>	
	<u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Previous Yr</u>	
September	0	0	2	5	3	43	3	1	57	
YTD 2023	0	6	6	38	62	385	47	4	548	
2022	0	7	6	93	118	526	45	4	799	-1.48%
2021	0	15	9	68	119	564	35	1	811	-23.20%
2020	1	12	1	99	172	711	59	1	1056	13.92%
2019	0	16	6	87	164	604	46	4	927	14.59%
2018	0	30	7	84	102	547	34	5	809	-5.49%

Overdoses

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
September	13	3	0
YTD 2023	81	30	7
2022	132	42	11

Rolla Police Department Monthly Report
YTD 2023

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022 YTD	% Increase
Abandoned/Recovered Property	11	13	17	19	21	31	18	19	13				162	190	-14.74%
Abandoned Vehicle	26	15	16	14	22	27	35	31	18				204	182	12.09%
Accident - Fatality	0	0	0	0	0	0	0	1	0				1	0	#DIV/0!
Accident - Injury	11	17	15	19	18	16	9	22	19				146	162	-9.88%
Accident - Leave The Scene	5	16	23	6	14	9	17	15	21				126	129	-2.33%
Accident - No Injury	40	41	34	39	26	40	21	37	39				317	370	-14.32%
Accident - Private Property	22	16	13	20	26	24	25	24	26				196	223	-12.11%
Accident - Road Blocked	7	2	10	9	3	8	2	4	5				50	49	2.04%
Adult Abuse	1	0	0	0	0	0	0	1	0				2	3	-33.33%
Alarm LE	68	63	68	79	65	60	74	84	73				634	607	4.45%
Animal Bite/Attack	2	0	1	4	3	2	3	4	3				22	35	-37.14%
Animal Control	93	75	86	120	135	145	134	103	103				994	1,128	-11.88%
Arson	0	0	0	0	0	0	0	0	0				0	0	#DIV/0!
Assault	14	8	6	8	15	12	10	8	17				98	142	-30.99%
Assist Agency Non-LEA	81	64	74	61	60	71	72	72	89				644	647	-0.46%
Assist Citizen	6	7	6	2	5	13	5	9	9				62	60	3.33%
Assist LEA	10	13	11	13	9	16	18	14	12				116	138	-15.94%
Assist Motorist	25	18	26	18	23	40	24	31	22				227	240	-5.42%
Bomb Threat	0	0	0	0	0	0	0	0	1				1	3	-66.67%
Building Lockout	1	0	0	1	2	1	4	3	0				12	5	140.00%
Burglary	11	9	7	15	14	11	11	14	10				102	139	-26.62%
Business/Building Check	205	227	202	161	180	167	164	179	158				1,643	2,465	-33.35%
Call for Police	61	60	62	44	52	53	55	33	45				465	607	-23.39%
Check Well Being	97	96	107	129	133	122	133	153	109				1,079	1,094	-1.37%
Child Abuse	1	2	3	2	4	1	0	1	2				16	21	-23.81%
Child Exploitation/Pornography	2	0	0	0	0	0	0	0	0				2	0	#DIV/0!
Confidential Investigation	0	0	0	0	0	0	0	0	0				0	2	-100.00%
Conservation Violation	0	0	0	1	0	0	0	0	0				1	1	0.00%
Court	10	10	6	11	11	5	2	7	5				67	81	-17.28%
Crossing Guard (Officer coverage)	5	3	2	5	3	0	0	1	14				33	51	-35.29%
CWB 911 Hangup	209	228	269	315	402	474	294	287	239				2,717	1,779	52.73%
Death	1	0	0	0	1	0	0	1	0				3	14	-78.57%
Destruction of Property	15	18	16	19	13	18	27	10	15				151	167	-9.58%
Disturbance-Fireworks	0	0	0	0	1	8	27	3	0				39	36	8.33%
Disturbance-Liquor	2	0	0	0	1	0	0	0	0				3	6	-50.00%
Disturbance-Other	71	57	77	67	65	62	63	60	60				582	618	-5.83%
Domestic Violence	25	33	32	48	35	41	42	46	36				338	380	-11.05%
Driving While Intoxicated	6	10	9	7	11	12	9	13	16				93	88	5.68%
Drown/Water Rescue	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Drug Paraphernalia	6	11	10	8	6	15	12	14	10				92	92	0.00%
Escape	0	0	0	0	0	0	0	0	1				1	0	#DIV/0!
Escort - Bank	0	1	0	0	0	0	0	0	0				1	1	0.00%
Escort - Courtesy	12	9	5	5	9	6	5	11	11				73	47	55.32%
Escort - Funeral	12	4	11	4	6	10	9	10	11				77	61	26.23%
Exparte Violation	14	3	13	5	9	5	4	12	3				68	63	7.94%
Field Interview	49	35	24	42	55	62	88	62	75				492	521	-5.57%
Fight	5	1	3	2	5	6	5	10	7				44	41	7.32%
Fingerprints	0	4	3	5	10	5	5	12	20				64	51	25.49%
Follow-up	117	128	164	119	150	108	144	143	105				1,178	1,095	7.58%
Foot Patrol	0	1	1	1	0	0	0	0	1				4	12	-66.67%
Forgery-Counterfeiting	1	0	1	6	2	6	7	6	1				30	8	275.00%
Found Body	0	1	1	1	0	0	0	0	0				3	1	200.00%
Fraud - Checks/Credit Card	14	19	27	17	25	24	19	22	19				186	185	0.54%
Harassment	30	19	19	22	24	33	20	13	16				196	224	-12.50%
Identity Theft	3	3	5	6	0	3	0	1	2				23	12	91.67%
Information Request	331	322	360	281	307	361	346	365	356				3,029	2,432	24.55%
Intoxicated Person	6	5	11	5	6	7	7	11	10				68	89	-23.60%
Jail Incident	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Juvenile Complaint	9	20	17	13	19	10	10	8	8				114	117	-2.56%
Keep the Peace/Standby	9	8	12	15	11	11	7	8	15				96	120	-20.00%

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2022 YTD</u>	<u>% Increase</u>
Kidnapping	2	0	0	0	0	1	0	0	0				3	2	50.00%
Leave without Pay	0	2	0	0	0	0	0	0	1				3	6	-50.00%
Liquor Violation	0	1	0	0	0	0	0	0	0				1	2	-50.00%
Littering/Dumping	4	0	3	0	0	6	7	3	2				25	41	-39.02%
Loitering	2	2	1	2	8	4	5	6	9				39	83	-53.01%
Lost or Stolen Property	7	11	10	4	8	9	7	7	13				76	54	40.74%
Loud Noise Complaint	24	17	33	32	29	21	6	27	33				222	229	-3.06%
Malicious Mischief	1	1	4	3	5	1	3	1	1				20	13	53.85%
Mental Health	28	15	16	22	28	24	24	28	25				210	274	-23.36%
Missing Person	4	4	7	9	7	8	6	5	4				54	74	-27.03%
Murder	0	1	0	0	0	0	0	0	0				1	0	#DIV/0!
Narcotics Violation	14	21	14	14	15	18	29	11	17				153	203	-24.63%
Negotiation Callout	0	0	0	0	0	0	0	0	0				0	2	-100.00%
No Business License	0	0	1	0	0	0	0	0	0				1	1	0.00%
Open Door	7	4	3	3	10	5	7	10	3				52	69	-24.64%
Overdose	8	6	5	2	9	10	6	11	13				70	85	-17.65%
Paper Service	14	22	32	24	19	16	18	23	20				188	228	-17.54%
Prisoner Transport	8	0	4	1	0	0	0	1	1				15	16	-6.25%
Property Damage-Non Criminal	1	1	0	3	3	1	1	1	0				11	13	-15.38%
Prostitution	0	0	0	1	0	0	0	0	0				1	3	-66.67%
Prowler	1	1	6	0	2	7	4	4	5				30	38	-21.05%
Public Indecency	0	2	2	4	3	2	4	4	2				23	11	109.09%
Public Relations	3	4	11	7	9	5	8	6	14				67	97	-30.93%
Pursuit	0	0	1	1	0	1	0	1	0				4	2	100.00%
Rape/Sexual Assault	2	0	1	1	1	1	2	2	2				12	8	50.00%
Robbery	2	0	0	0	0	0	0	0	1				3	3	0.00%
Runaway	7	3	6	8	10	9	17	10	10				80	63	26.98%
Search Warrant	2	1	1	2	0	1	0	0	1				8	7	14.29%
Vacation/Security Check	18	2	11	11	22	43	43	20	34				204	218	-6.42%
Selective Enforcement	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Sewer Alarm	0	0	1	0	1	0	1	0	2				5	4	25.00%
Sex Offenses	3	2	6	1	5	4	0	3	2				26	46	-43.48%
Shots Fired	0	3	3	6	3	1	3	2	7				28	30	-6.67%
Soliciting	2	4	1	2	1	1	3	0	1				15	16	-6.25%
Stabbing	0	0	0	0	0	0	0	0	0				0	1	-100.00%
Stabbing or Shooting with Injury	2	0	0	0	0	0	1	0	0				3	5	-40.00%
Stalking	3	0	2	0	1	0	1	2	1				10	3	233.33%
Stealing	61	58	107	75	93	60	64	65	65				648	710	-8.73%
Stolen Vehicle	9	9	14	12	5	8	12	9	5				83	74	12.16%
Suicide	0	0	0	1	0	0	0	0	0				1	1	0.00%
Suspicious Activity	100	81	61	80	86	88	89	104	87				776	870	-10.80%
Suspicious Package/Item	1	0	0	2	1	0	1	2	0				7	3	133.33%
SWAT Callout	0	0	0	1	0	0	0	0	0				1	3	-66.67%
Tampering	4	2	5	4	5	1	5	8	10				44	60	-26.67%
Telephone Harassment	6	11	19	14	18	8	11	13	10				110	91	20.88%
Tow Sticker Expired	17	14	12	5	12	13	22	18	8				121	146	-17.12%
Traffic Complaint	109	130	130	125	129	128	167	145	134				1,197	1,354	-11.60%
Traffic Stop	401	350	282	349	219	290	240	273	251				2,655	3,230	-17.80%
Trespassing	56	42	36	45	65	46	54	49	41				434	532	-18.42%
Try to Contact	6	14	9	20	18	14	13	9	16				119	123	-3.25%
Vehicle Identification	35	38	25	49	39	31	41	33	40				331	466	-28.97%
Vehicle Lockout	2	3	1	1	0	0	3	3	5				18	23	-21.74%
Vehicle Repossession	8	8	2	7	2	7	4	11	4				53	43	23.26%
Veterinary Call	3	3	1	5	6	2	0	2	6				28	58	-51.72%
Weapons Violation	3	5	4	3	7	5	6	5	6				44	46	-4.35%
Totals	2,752	2,613	2,778	2,774	2,921	3,061	2,924	2,935	2,762	0	0	0	25,520	26,820	-4.85%

ANIMAL CONTROL MONTHLY TOTALS

September 2023

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
	Domestic						
City of Rolla	11	7	0	10	28	312	364
Rolla Area	1	4	0	0	5	24	10
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	1
Other Agencies	0	0	0	0	0	0	0
St. James Area	1	0	0	0	1	1	8
Ft. Leonard Wood	0	0	0	0	0	0	0
Monthly Total	13	11	0	10	34		
2023 YTD Total	141	58	0	138		337	
2022 YTD Total	193	66	1	124			384
Total Phelps County	2	0	0	0	2	21	

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly Total	2023 YTD Total	2022 YTD Total
	Domestic						
Animals Adopted ①	7	5			12	70	109
Animals Claimed	3				3	73	70
Euthanized(III/Injured)	1	2			3	12	9
Euthanized(Dangerous)	2	1			3	22	33
Euthanized(Un-Placed)②					0	0	0
Deceased on Arrival	1	2		8	11	77	69
Transferred to Rescue ③	1				1	1	8
Wildlife Relocated				2	2	69	44
Other					0	2	1
Monthly Total	15	10		10	35		
2023 YTD Total	138	48		140		326	
2022 YTD Total	175	68	1	99			343

	Monthly Total	2023 YTD Total	2022 Total
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%
PR Programs	0	4	9
Calls for Service	101	1,079	1,021
Written Warnings	0	0	0
Citations	0	6	18
Total Incinerator Hours	0	0	159

REGULAR SESSION – October 3, 2023

~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President, Nick Barrack presiding. The following were present:

- Board members: President, Nick Barrack
 Vice President - vacant
 Secretary, Dr. Wm. E. Showalter
 Vice Secretary, Ted Read
- RMU Staff: General Manager, Rodney P. Bourne, P.E.
 Business Manager, Jason Grunloh
 Electric Superintendent, Eric Lonning
 Water Superintendent, Jason Bell

Minutes submitted, according to Agenda, by RMU's Administrative Assistant, Megan Saylor.

* * * * *

The Board began the meeting with Staff Reports until Ted Read could join the meeting. Read joined the meeting during the General Manager's Report at 4:45 p.m. Votes were taken following his arrival.

I. APPROVAL OF MINUTES

Read made a motion, seconded by Showalter, that the minutes of the August 29, 2023 Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

V. STAFF REPORTS

A. FINANCE MANAGER'S REPORT (presented by Bourne)

Bourne noted that Gwen Cresswell and Chad Davis were out of the office and he would be presenting their sections of Staff Reports.

1. The Board received the Statement of Income & Expenses reports for August 2023 (FY23).

Bourne reviewed August reports (FY23):

Month-to-Date comparison of August 2023 to August 2022

- August shows operating income of \$2,566,000 which is about \$122,000 less than last August. Our operating income for the year is \$28,246,000 which is \$309,000 less than this time last year.
- Purchased power expenses for the month of August were \$2,050,000 which is up about \$74,000 from August 2022. Year-to-date purchased power is \$20,187,000 which is an overall increase of about \$273,000 over last year. We have purchased about 847,000 less kWh this year compared to last year and our average cost per MWH is up about \$2.79/MWH. After Barrack had a question about these figures at the previous Board meeting, we reviewed the numbers. The numbers for kWh and MWH run a month behind the financials. The year-to-date kWh purchased in FY2023 is 266,464,400 compared to FY2022 which was 267,311,700 kWh. The all-in cost per MWH for FY2023 is \$67.99 compared to FY2022 which was \$65.20/MWH.
- When reviewing the City Statistics report, we discovered we have been reporting the figure of Total Cost per kWh incorrectly. We have not been including the cost of Transmission. This has been corrected in August and will be correct moving forward.
- Total operating expenses for August were \$2,898,000 which includes purchased power. This is about \$63,000 over August 2022 and up \$606,000 year-to-date.
- This gives us a total operating loss for the month of \$333,000 and an operating loss of \$1,255,000 for the year. Our Electric department is showing an operating loss of \$1,476,000 for the year and the Water department is showing an operating gain of \$263,000.
- Overall net loss for the month was \$194,004 and \$138,121 for the year. Bourne noted that there is one more month of the fiscal year, and we should end the year close to budget.

2. Bourne presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for August 2023.

Showalter made a motion, seconded by Read, that the financial reports be approved as presented and forwarded to the City. Motion passed unanimously.

3. Phishing Emails

Bourne reported that the IT department has spent a lot of time and effort over the last few years to improve our cybersecurity. We have seen an increase in phishing emails trying to get through our firewall. Recently, we had a phishing email get through; however, all subsequent actions were blocked by our firewall which we credit to the great work of our IT staff and cyber security hardware and software. We would like to recognize our staff for their contribution to maintaining vigilance from possible cyberattacks. This risk will likely continue to increase, and we will continue to make this a priority to protect our systems.

4. Bank Account Changes

Bourne discussed that a third-party software vendor of our bank recently notified them of a data security incident that *may have* resulted in the unauthorized acquisition of some of RMU's information. We have had several conversations with our bank, and they believe the compromised files do not contain any information that would not have already been public record. They did not get any social security numbers through the security breach. However, to protect our funds, the bank recommended we close the two accounts that were affected and reopen new accounts. This has been done and we have not had any further issues. New signature cards will need to be signed at the end of the Board meeting.

B. BUSINESS MANAGER'S REPORT *(presented by Grunloh)*

1. Public Power Week Annual Celebration

Grunloh reminded the Board about the Public Power cookout that will take place tomorrow in the lower festival lot. The weather forecast was looking pretty good, but the forecast has declined during the last couple days. Hamburgers, hotdogs, chips and drinks will be provided to the public from 11:00 until 1:00 p.m. There will also be promotional giveaways. We will also give three utility vouchers to customers who complete the word find that was sent out with the bills. This year was the first time to send out the word search with utility bills, and this has worked to increase participation. We've seen a 300% increase over last year. We want to thank Legends Bank for allowing RMU to use their charcoal grill. The City has not taken down the large canopy over the parking lot, but it is not waterproof so we have additional canopies to use in the event of rain. Barrack suggested moving the cookout to his facility just up the street at USA Tours in the event of rain.

2. Electronic Disconnect Notices

Grunloh reminded the Board it has been almost two years since we switched from mailing disconnect notices to E-notices. We asked MPUA to reach out to other utilities throughout the state to see if other municipal utilities were doing the same. Several other cities have discontinued mailing disconnect notices, and more cities are considering it as they are seeing the same issues we had. The largest problem was the time it takes for USPS to deliver the notices. Customers would receive them late or not at all. RMU's Customer Service Representatives work hard to make courtesy calls before a customer is disconnected, but this is not always possible, or the customer has changed phone numbers, and we are unable to reach them. RMU staff does not want to disconnect customers but often, a customer must have their power disconnected to receive emergency assistance from other agencies. There is no perfect system, but we are optimistic that our conversion to Edmunds will help make this process even more efficient for our customers.

C. OPERATIONS MANAGER'S REPORT *(presented by Bourne)*

1. Updates on:

a. Development Review Committee Meetings (DRC).

Bourne noted there were two DRC meetings in September. The meeting from September 5th covered a minor subdivision to create three residential lots from 511 Christy Drive. This was presented at last night's (October 2nd) City Council meeting and was approved.

The second meeting on September 19 was concerning rezoning. RMU was neutral regarding the rezoning proposal.

b. Current RMU projects

Bourne highlighted work projects listed on the Operation Manager's Report. A complete list with details of all electric and water projects was included in the Board packet.

- Electric crews completed work on McCutchen Drive from 18th Street to Harvey Lane relocating overhead lines and rebuilding some overhead distribution.
- Work was done on 18th Street from Forum Drive to Farrar Drive in conjunction with the City doing sidewalk work. Existing overhead lines were moved from the south side of 18th to the north side of the road.
- Crews began work at Tower Road Substation October 2nd. Siemens will be coming in to do some repairs and we will be replacing the main breaker and undergrounding lines.
- Bourne highlighted water projects from the Operation Manager's Report. The replacement of old water main on Bardsley Road from 14th to 16th Street is complete. The replacement of old water main on Avon Court is in progress. This was not necessarily a planned water main replacement project, but there have been so many water leaks, we are doing emergency work on that area. Water crews began work replacing service lines on Monday on 7th Street beginning at Cedar Street and working east toward Holloway Street.

- Bourne noted that on Friday, September 29 we had a glitch on a 34 kV line that serves Nagogami Station causing a momentary outage. Then on Saturday morning, September 30th, power was lost at Nagogami Station due to a squirrel doing some damage. It took crews about 40 minutes to get power restored.

D. GENERAL MANAGER'S REPORT (presented by Bourne)

1. Management Team Changes

Bourne reported that two years ago, he began the process of modifying the management structure at RMU. The titles of Operations Foremen were changed to Electric and Water Superintendents. Eric Lonning and Jason Bell continue to succeed in their new positions, and they have been promoted to full managers within RMU leadership. Bourne congratulated them on their success and promotions. The two will continue to work together to manage and support all aspects of electric and water operations.

Bourne announced that Chad Davis will transition to Engineering Manager and will be taking an expanded role with engineering, planning and technical aspects of RMU operations. This move will allow his engineering experience and expertise to be better utilized.

Bourne expects this reorganization to continue to be a transition period as he evaluates the strengths of all staff to optimize efforts to support RMU's mission of serving the Rolla Community.

2. MO S&T Substation Maintenance Agreement

Bourne discussed that over the last several years, we have discussed with MS&T the possibility of RMU taking over ownership and/or maintenance of their new substation. MS&T has decided to maintain ownership of these assets but have inquired about RMU performing monitoring and maintaining services and troubleshooting if needed. We will have further discussion with MS&T and any potential agreement will be brought before the Board to review and/or approve.

3. Brightspeed Concerns

Bourne reported continuing concerns with Brightspeed, who is the current owner of communication assets around Rolla. The utility poles were first owned by United Telephone, then Sprint, Embarq, CenturyLink, Lumen and currently Brightspeed. The problem is not new, but a continuation of poor maintenance and lack of response when a Brightspeed pole is damaged. The local service base has eroded over time and while there may be local service crews, there are no construction crews with heavy equipment to set poles that they have around town. For example, two Brightspeed poles on 10th Street broke during a major windstorm that hit the Rolla area Monday, September 4th, which was the Labor Day holiday. The poles broke at the base and fell over causing an extended power outage to several hundred RMU customers including two major residential complexes, one of which exclusively houses seniors, many on oxygen. At the time of the outage, and after RMU was on scene, RMU staff were told that Brightspeed did not have the capability, manpower or materials to set replacement poles. When Brightspeed failed to respond, RMU set the new poles and restored power. We later reattached Brightspeed communications lines because the company never did show up to make repairs. Those two poles are currently on the ground next to the new poles and the poles that broke off are still sticking out of the ground because Brightspeed has not yet responded to clean up the mess, even after one month.

Bourne explained that most customers in Rolla don't realize that many of the utility poles around Rolla are owned by Brightspeed and their asset even though our lines are on these poles. Bourne outlined the history of our Joint Use Agreement with the telephone company which began back in the 1930's. Typically, the telephone company and the utility company had a 50/50 sharing of assets, where each company owned half the poles. With the agreement comes the joint responsibility to respond when there is an issue. Over the years, the telephone company has moved away from caring for the poles, to contracting the work. RMU has responded to outages in Rolla, even when it is not our equipment that has been damaged. Unfortunately, this has masked the ongoing issues we have with Brightspeed and its predecessors.

Bourne has requested dialog of how Brightspeed will respond in the future with 24/7 manpower, equipment and materials. Leaving the problems for RMU to handle and using our staff and materials with RMU acting as their emergency contractor is not an acceptable response. We are having weekly conversations with Brightspeed representatives regarding their planned fiber buildout in Rolla which will require system upgrades. The topic of pole conditions has become a key issue in our dialog. Until we see an actionable response plan, the Board and our customer's need to be aware they could face extended outages due to Brightspeed's failure to maintain their utility poles. There is no action to be taken at this time but wanted to highlight the issue.

V. UNFINISHED BUSINESS

A. Building Expansion Update

Bourne pulled the expansion update from the agenda. We were hoping to have a cost estimate from the architect and did not receive that. It should be brought before the Board at the October meeting.

VI. NEW BUSINESS

A. Vehicle #35

Bourne requested approval to purchase a 2023 GMC Sierra 1500 Pro to replace Vehicle 35. This truck is in the FY2024 budget for \$45,000. After a GMC Fleet discount of \$6,800 and a \$750 local incentive from Ed Morse Chevrolet, the price of the truck is \$41,445. We did check MO State Bid to compare prices, but the State is no longer

getting firm pricing. Instead, they are negotiating pricing with qualified vendors, a similar process to what we have done in this instance. Staff recommends approval to purchase the truck and surplus a 2014 Ford Fiesta using govdeals.com. Showalter made a motion, seconded by Read, to approve the purchase of the 2023 GMC Sierra Pro. Motion passed unanimously.

B. Health Insurance Renewal - GBS

Bourne reported management met Wednesday, September 27th with RMU's Insurance Carrier, GBS, concerning the insurance renewal process. It currently has a 5% increase in cost. Bourne did have a question regarding Stop Loss. He was able to get that question answered and is moving forward with the renewal process. We will evaluate the impact to employee premiums which has been delayed several years. Recommendations for any changes will be made at the late October meeting. Bourne informed GBS that we will be exploring our options for the following year. Read made a motion, seconded by Showalter, to approve the insurance renewal with GBS. Motion passed unanimously.

VII. CLOSED SESSION (none)

VIII. ADJOURNMENT

With no further business to discuss, Showalter made a motion, seconded by Read, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:08 p.m.

Nicholas Barrack, President

Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, October 24, 2023 at 4:30 p.m.



**FINANCIAL STATEMENT
SEPTEMBER 2023**

RECEIPTS:		
Electric, Water, Tax, Sewer and Refuse Charge	\$3,387,224.67	
Accounts Receivable - Miscellaneous	\$81,149.33	
Customer's Deposits - Refundable	\$51,000.00	
Misc Non-Operating Revenue	<u>\$5,798.82</u>	
Total Receipts	<u>\$3,525,172.82</u>	
FSCB ICS Sweep Account Interest (August 31, 2023)	\$7,313.05	
FSCB Super-Now Account Interest (August 31, 2023)	\$5,868.30	
FSCB Electronic Payment Account Interest (August 31, 2023)	\$2,656.05	
PCB Super-Now Account Interest (August 31, 2023)	\$0.28	
CEDARS - CD's Interest (August 31, 2023)	\$0.00	
Public Utility Cash In Bank (August 31, 2023)	<u>\$32,033,725.83</u>	
Total Receipts and Cash In Bank		<u>\$36,674,736.13</u>
DISBURSEMENTS:		
Power Purchased	\$2,004,392.55	
Operating Expenses	\$165,458.41	
Administrative and General Expenses	\$127,109.27	
Payroll	\$221,822.53	
Capital Expenditures	\$0.00	
Construction in Progress	\$5,169.10	
Stock Purchases (Inventory)	\$1,889.18	
Balance of Customer's Deposits after Finals	\$10,878.91	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$15,930.18	
Support Payments	\$1,270.19	
457 Plan Employee Contributions	\$11,263.04	
Flexible Spending Account Contributions	\$1,133.28	
U.S. Withholding Tax	\$28,824.93	
Missouri Dept. of Revenue (Sales Tax)	\$42,215.83	
Missouri Dept. of Revenue (Income Tax)	\$11,604.00	
First State Community Bank (Social Security)	\$44,828.20	
Sewer Service Charge	\$429,999.41	
Refuse Service Charge	\$219,328.86	
PILOT to City of Rolla	\$129,730.97	
Standpipes Lease/Purchase	\$0.00	
Utility Incentives	\$91,546.56	
Unclaimed Deposits to State	\$0.00	
Primacy Fees	\$0.00	
Void General Fund Check:	\$0.00	
Void Working Fund Check: Southern Bank WF reissued at FSCB	\$0.00	
2nd Aug 2023 WF: Reimbursed Sept 2023	<u>-\$3,832.65</u>	
	<u>\$3,580,062.55</u>	
Cash in Bank (September 30, 2023)	<u>\$32,014,873.58</u>	
Total Disbursements and Cash In Bank		<u>\$36,674,736.13</u>
BALANCE OF OTHER FUNDS:		
PUBLIC UTILITY ACCOUNTS:		
Citizens Bank of Newburg, Cid# for	\$2,000.00	
First State Comm Bk-Electronic Payment Account, Ck#1084 for \$1,907,510.70	\$339,672.69	
First State Comm Bk-General Fund, Cks #37270-37396 for \$3,560,217.75	\$3,763,242.24	
First State Comm Bk-ICS Sweep Account and Certificates of Deposit	\$18,918.24	
Southern Bank-General Fund, Ck# for	\$0.00	
Southern Bank-Electronic Payment Account, Ck # for	\$0.00	
PCB-Super Now, Ck #28373 for \$37,862.63	\$3,259.41	
Town & Country Bank, Ck#1260 for \$1,347.69	<u>\$2,000.00</u>	
Total Public Utility Accounts	<u>\$4,119,090.58</u>	
ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$10,195,583.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	<u>\$10,195,583.00</u>	
RESTRICTED ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$14,151,791.00	FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	<u>\$14,151,791.00</u>	
WATER RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$3,548,209.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Water Reserves	<u>\$3,548,209.00</u>	
TOTAL RESERVES:		<u>\$27,895,583.00</u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:		<u>\$32,014,873.58</u>



STATISTICS

September 2023

PRODUCTION

Date of Demand	09/04/2023
Time of Demand	04:00 PM
Billing Demand	53.7 MWH
kWh Purchased	24,801,400
Total Cost	\$1,830,394.78
Cost per kWh	0.073802
Load Factor	64.2%

Pumped #2 Well	0
Pumped #3 Well	939,000
Pumped #4 Well	4,387,000
Pumped #5 Well	4,224,000
Pumped #6 Well	4,520,000
Pumped #7 Well	2,273,000
Pumped #8 Well	2,613,000
Pumped #9 Well	4,510,000
Pumped #10 Well	5,019,000
Pumped #11 Well	7,460,000
Pumped #12 Well	4,852,000
Pumped #13 Well	8,310,000
Pumped #14 Well	8,815,000
Pumped #15 Well	3,608,000
Pumped #16 Well	7,488,000
Pumped #17 Well	5,613,000
Pumped # 1 Ind Park Well	4,874,000
Pumped # 2 Ind Park Well	2,320,000
Pumped # 3 Ind Park Well	5,269,000
Total Gallons	87,094,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,025	8,420
Residential - Three Phase	22	20
Commercial - Single Phase	987	524
Commercial - Three Phase	496	313
Power Service	104	90
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		582
Total	9,662	7,984

ELECTRIC SALES

Residential - Single Phase kWh	9,302,368
Residential - Three Phase kWh	186,672
Commercial - Single Phase kWh	1,851,764
Commercial - Three Phase kWh	4,275,609
Power Service kWh	8,272,950
Industrial kWh	7,437,360
Area Lighting kWh	15,615
Street Lighting kWh	27,188
Rental Lights kWh	78,141
Total kWh Sold	31,227,665
Demand kW	31,201
Revenue	\$2,571,655.35
Monthly Gain	25.91%
Fiscal Year to Date Loss	4.24%

WATER SALES

Residential - Single Phase Gallons	32,572,000
Residential - Three Phase Gallons	539,000
Commercial - Single Phase Gallons	8,557,000
Commercial - Three Phase Gallons	7,841,000
Power Service Gallons	15,911,000
Industrial Gallons	4,628,000
Missouri S&T Gallons	4,649,000
PWSD #2 Gallons	2,923,000
Total Gallons Sold	77,620,000
Revenue	\$373,088.09
Pumping Cost, Electric	\$38,589.67
Monthly Unidentified Loss	7.81% **
Fiscal Year to Date Unidentified Loss	8.56% ***

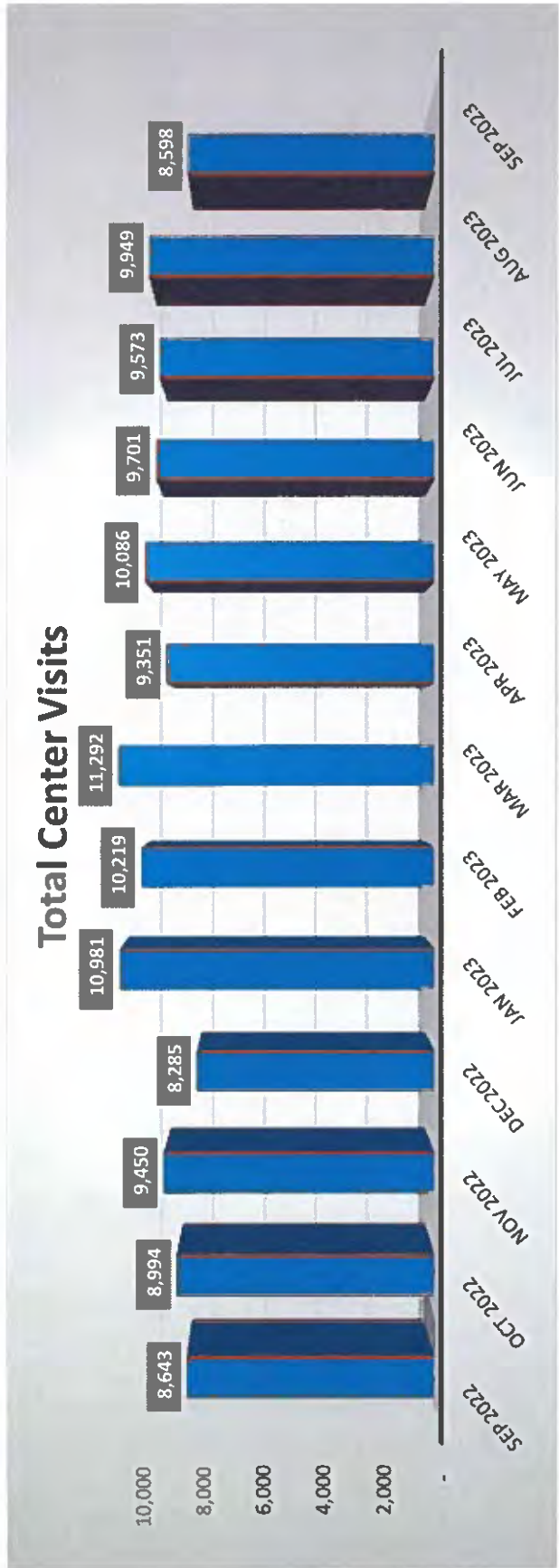
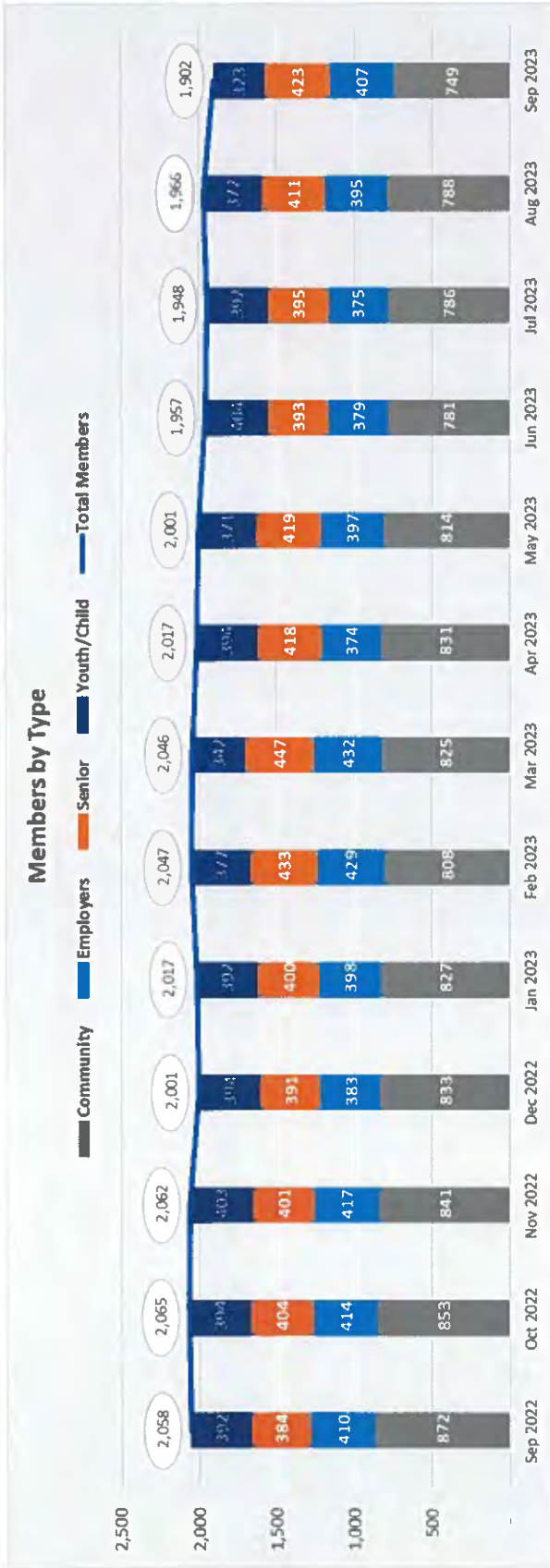
PILOT	\$151,320.56
Sewer Service Charge	\$524,066.26
Refuse Service Charge	\$220,949.82

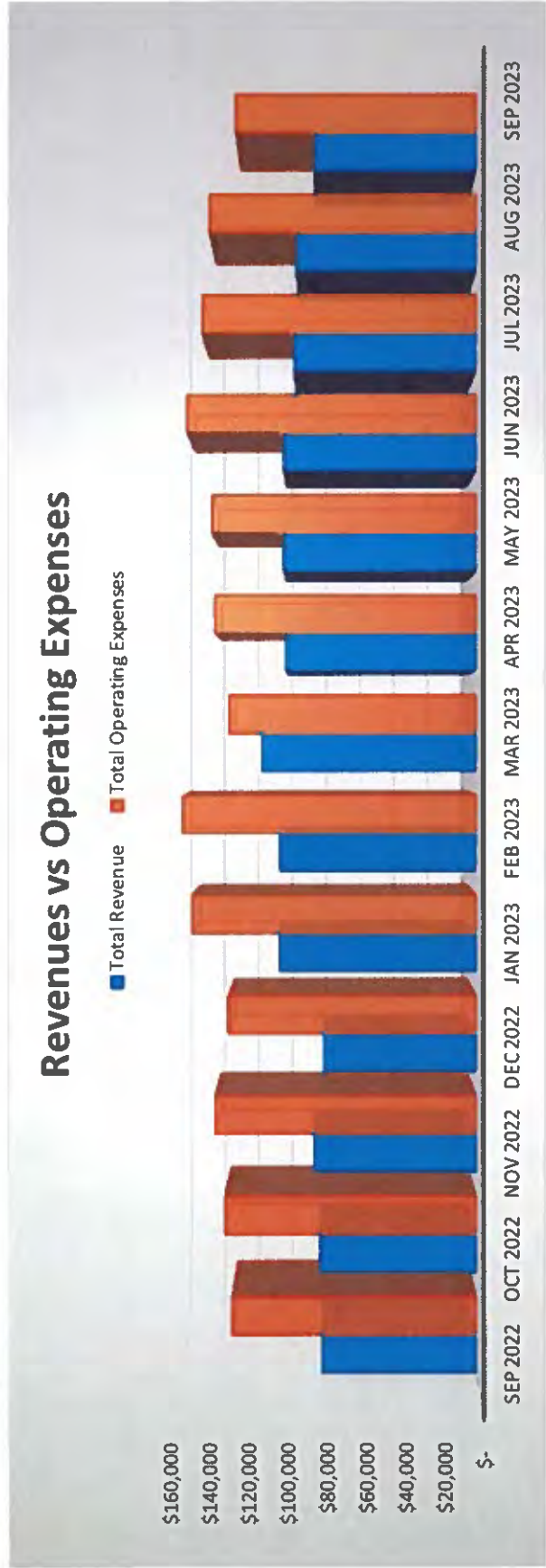
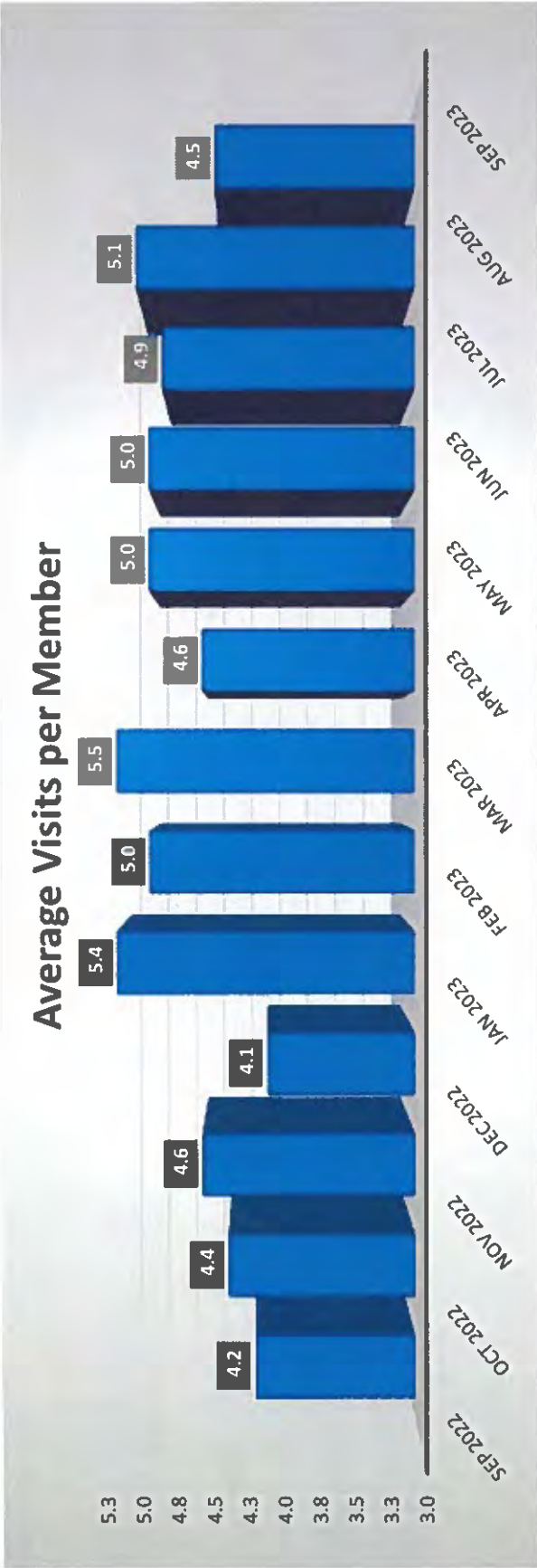
Gross Payroll	\$316,499.07
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** Loss includes 2,671,000 gallons per water main flushing records.
 *** FY loss includes 37,392,400 gallons per water main flushing records.

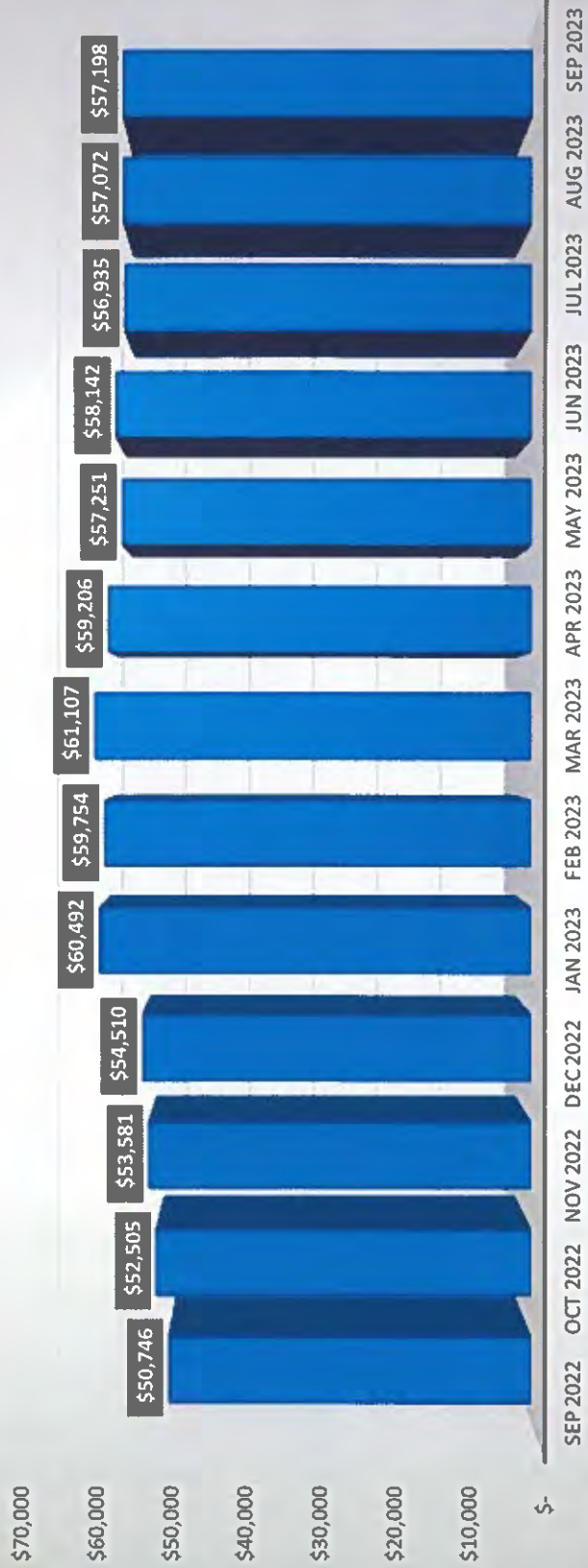
The Centre Rolla's Health & Recreation Complex
Income Statement
For the 12 Months Ending
September 30, 2023

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	67	129	-48%	154	1,393	1,703	-18%	1,794
Net New & Reactivated Bridge/Freezes	5			(12)	(110)			(163)
Cancelled	136	87	-56%	93	1,439	936	-54%	1,117
Net	(64)	42	-252%	49	(156)	767	-120%	514
Total Members	1,902	2,917	-35%	2,058	1,902	2,917	-35%	2,058
Revenues								
Rental & Other:								
Conference Room & Other Rental	\$40	\$300	(\$260)	\$514	\$6,853	\$3,600	\$3,253	\$3,319
	40	300	(260)	514	6,853	3,600	3,253	3,319
Member Services:								
Membership Dues	57,198	86,678	(29,480)	50,746	687,754	908,168	(220,414)	562,730
Guest Fees	3,017	8,000	(4,983)	3,794	86,285	96,000	(9,715)	84,878
Special Programs	0	350	(350)	0	0	4,200	(4,200)	1,990
Locker Rent	70	75	(5)	38	1,444	900	544	1,140
	60,285	95,103	(34,818)	54,577	775,483	1,009,268	(233,785)	650,737
Fitness:								
Enrollment Fees/Health Assessments	1,184	3,225	(2,041)	1,363	13,884	42,575	(28,691)	12,039
Special Programs	90	410	(320)	1,326	8,404	4,920	3,484	8,411
	1,274	3,635	(2,361)	2,689	22,288	47,495	(25,207)	20,450
Ancillary:								
Swim Programs	6,381	11,000	(4,619)	9,020	107,527	132,000	(24,473)	118,113
General Medical Integration	830	2,304	(1,475)	1,064	6,126	18,857	(12,731)	3,582
Recreation	4,768	7,000	(2,233)	3,855	97,821	93,000	4,821	89,795
Café	1,113	350	763	414	14,445	4,200	10,245	4,455
Pro Shop	147	400	(253)	138	1,580	4,800	(3,220)	1,183
Personal Training/Pilates	8,477	7,293	1,184	7,498	89,222	79,242	9,980	52,789
Children's Area	2,480	1,500	980	2,335	35,508	18,000	17,508	20,855
	24,196	29,847	(5,651)	24,325	352,229	350,099	2,130	290,772
Total Revenue	85,795	128,885	(43,090)	82,105	1,156,853	1,410,462	(253,609)	965,318
Expenses								
Salaries & Burden	84,877	96,718	11,841	93,084	1,156,770	1,151,829	(4,941)	1,050,546
Other Employee Expenses	2,515	2,000	(515)	4,429	26,818	24,000	(2,818)	33,108
General Supplies & Services	881	442	(439)	224	9,789	5,304	(4,485)	4,270
Program Supplies	0	200	200	0	719	2,400	1,681	1,677
Environmental Supplies	1,540	1,500	(40)	0	29,249	18,000	(11,249)	12,310
Cost of Goods Sold	593	280	(313)	86	7,636	3,360	(4,276)	721
Minor Equipment	525	817	292	1,291	20,513	9,804	(10,709)	11,802
Repairs & Maintenance/Service Contracts	9,259	6,129	(3,130)	7,468	126,512	73,548	(52,964)	89,081
Marketing & Collateral	5,931	5,950	19	4,204	66,878	71,400	4,522	60,361
Utilities	14,687	15,125	438	15,463	177,566	181,500	3,934	186,148
Bank Fees & Miscellaneous	4,557	2,851	(1,706)	2,372	39,807	34,212	(5,595)	26,589
CAM, Taxes & Fees	2,566	2,665	99	1,336	31,389	31,980	591	24,516
Total Expenses	127,929	134,677	6,748	129,957	1,693,646	1,607,337	(86,309)	1,501,129
Net Operating Income	(42,134)	(5,792)	(36,342)	(47,852)	(536,793)	(196,875)	(339,918)	(535,811)
Management Fees	8,000	10,000	2,000	14,000	96,000	120,000	24,000	107,000
Net Income (Loss)	(\$50,134)	(\$15,792)	(\$34,342)	(\$61,852)	(\$632,793)	(\$316,875)	(\$315,918)	(\$642,811)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$3,739	\$6,600	(\$2,861)	\$4,262	\$51,922	\$79,200	(\$27,278)	\$67,685
Recreation (Net)	\$3,617	\$4,000	(\$383)	\$2,553	\$59,066	\$53,400	\$5,666	\$50,651
Café (Net)	\$707	\$350	\$357	\$414	\$7,947	\$4,200	\$3,747	\$4,455
Pro Shop (Net)	(\$39)	\$170	(\$159)	\$52	\$442	\$1,440	(\$998)	\$462
Personal Training/Pilates (Net)	\$3,080	\$2,188	\$892	\$2,812	\$30,276	\$23,775	\$6,501	\$13,695
Children's Area (Net)	\$666	(\$101)	\$767	\$1,252	\$5,830	(\$1,212)	\$7,042	\$2,505
Total Ancillary Services Net Income (Loss)	\$11,769	\$13,157	(\$1,388)	\$11,345	\$155,484	\$160,803	(\$5,319)	\$139,453



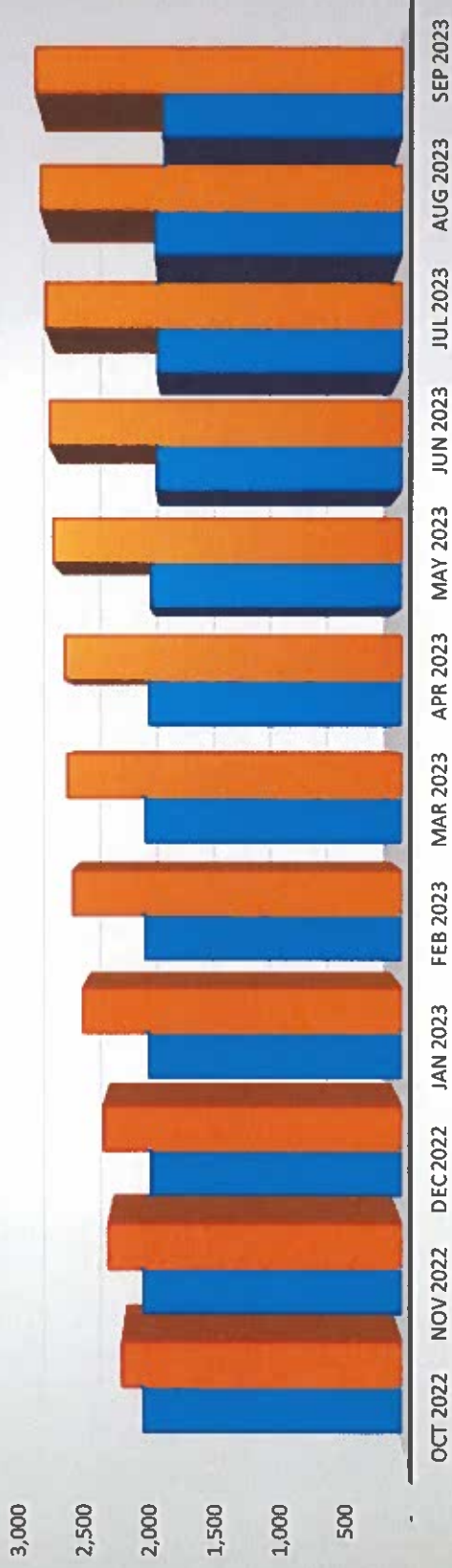


Membership Dues Revenue



FY23 Members

■ Actual Members ■ Budgeted Members



MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, OCTOBER 10, 2023

Presiding: Russell Schmidt, Chairperson

Commission Members Present: Robert Anderson, Nathan Chirban, Kevin Crider,
Monty Jordan, Monte Shields

Commission Members Absent: Steve Davis, Janece Martin

I. APPROVE MINUTES: Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, September 12 and September 19, 2023. **Chairperson Russell Schmidt approved the minutes as printed and distributed.**

II. REPORT ON RECENT CITY COUNCIL ACTIONS:

1. **SUB23-03:** Final Plat of Deer Crossing East VI, a Minor Subdivision to subdivide one lot into three residential lots at 511 Christy Drive.
2. **Zon23-06:** Rezoning from the C-1, Neighborhood Commercial district to the C-3, Highway Commercial district at 708 N Main Street.
3. **TXT22-03:** Re-adoption and revisions to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances for a complete overhaul of the zoning and subdivision codes; Re-adoption of the Zoning Map with necessary revisions for corrections and to account for changes to the zoning codes and zoning districts; and Amendments to sections pertaining to land use and zoning in Chapters 15, 20, 28, 29, 39, 40 and 41 of the City of Rolla Ordinances.

III. NEW BUSINESS: NONE

IV. PUBLIC HEARING:

1. **ZON23-07:** Rezoning 726 Salem Ave from R-1, Suburban Residential district to the C-2, General Commercial district.

Coots presents the staff report.

Schmitt asks if they would they take the fence down behind the building and extend the parking lot over, or is it going to stay and become just a driveway? **Coots** confirms that the plan is to remove the fence and extend the paving to Salem Rd.

Chirban asks if only a portion of it can be rezoned to leave the portion that the house is on as R-1 and rezone the parking lot portion to a C-1 or C-2? **Coots** states that it could be done and proceeds to show a site plan that also shows what area could be retained as R-1, versus rezoned to a commercial district.

Crider asks if there is still enough lot size if done this way? **Coots** states he has done the calculations and the lot is large enough, if it were to be subdivided. However, they might not need to subdivide it as a separate lot if they don't want to do that.

Schmidt opens the public hearing.

Mindy Blanc, residing at 724 Salem Avenue, is concerned with having a commercial parking lot right next to her property. **Shields** asks clarification on where her property is located in relation to the property to be rezoned. **Blanc** responds that she is next door just north of a portion of the new parking lot would be right next to her backyard fence.

Wanda Reveal, residing at 703 Salem Avenue, is opposed to rezoning as commercial because it would lead to more traffic and there is a grade school on Salem Avenue. She is concerned that if this property is zoned commercial that more properties would want to be zoned commercial in the future.

Terris Cates with Integrity Engineering, representing Choices for People. Cates proceeds to hand out a site plan to each Planning and Zoning Board Member. He states that Choices for People would like to offer to only rezone the parking area to C-2. He also states there is a buffer between the parking and the property next to it. **Crider** asks if there is currently a fence between lot 11 and lot 10? **Cates** says there is a chain link fence. **Shields** wants to know what the buffer will be? **Cates** states there is a green space buffer with trees. **Shields** asks if C-1 will work for them. **Cates** responds he will need to speak to his client but they would prefer to be zoned C-2.

Schmidt wants to know if a fence would be required along the parking lot as he is concerned with children being right next to the parking lot and the noise from the vehicles. **Coots** states that if only a portion of the property is rezoned it would not be required but if you rezone the whole property a fence would be a requirement of the buffer between residential and commercial properties.

Cates states they are willing to put a privacy fence along lot 10 and lot 3 but would then like the entire property rezoned to C-2.

Chirban asks if it's common to have a single family home on a lot that is zoned C-2. **Coots** states that is not common but there is nothing wrong with it as it will be grandfathered in.

Crider asks do C-1 and C-2 require the same buffer? **Coots** no it is not the same, C-1 has less requirements.

Paula Delong, Executive Director of Choices for People. Choices for People helps people with disabilities. We would like to expand and in order to safely load and unload people we need to expand the parking.

Reveal my concern is if the property gets rezoned they might move out in the future and sell to another organization.

Delong the building will be open Monday thru Friday, 6am to 6pm. Our Forum Drive facility has been in the same location for over 40 years. We do not plan to sell this facility.

Schmidt closes the public hearing.

Following some discussion **Schmidt** entertains a motion for a roll call vote.

A motion was made by Monty Jordan, seconded by Kevin Crider, to recommend approval to rezone a portion of Lots 11 and 12 as shown on the presented site plan to the C-2, General Commercial district; and as a condition of the rezoning, a screening fence must be constructed between the area rezoned to C-2 and the areas which remain zoned R-1; or as an alternative, the screening fence may be constructed along the northern boundary of said Lot 11. A roll call vote on the motion showed the following: Ayes: Anderson, Chirban, Crider, Jordan, and Shields. Nays: None. Absent: Davis and Martin. The motion passes unanimously.

V. OLD BUSINESS: NONE

VI: OTHER BUSINESS/REPORTS FROM THE CHAIRPERSON, COMMITTEE, OR STAFF:

1. Board of Adjustment member alternate appointment by City Council.

Coots asks if anyone on the commission would like to volunteer to be an alternate on the Board of Adjustment.

Monty Jordan volunteers to be an alternate if appointed by the City Council.

VII. CITIZEN COMMENTS: NONE

Meeting adjourned: 6:33 p.m.

Minutes prepared by: Cindy Brown

NEXT MEETING: Tuesday, November 14, 2023

**DEVELOPMENT REVIEW COMMITTEE MINUTES
TUESDAY, OCTOBER 17TH @ 1:30 P.M.
MEMBERS AND OTHERS IN ATTENDANCE**

Tom Coots, Com. Dev.
Tom Falkenrath, Engineering
Floyd Jernigan, Parks

Cindy Brown, Com. Dev./ Finance
Jeff Breen, Fire

NEW BUSINESS:

1. **VZ23-03:** Variance from Section 42.325 Fences, Walls, and Hedges to allow a barbed wire fence at 1000 N Oak Street (Christian Campus Fellowship).

Committee had no comments.

2. **SUB23-04:** Vacation of an alley between 10th, 11th, Maple and Iowa Streets and certain easements; and a Minor Subdivision to combine 4 lots and vacated alley into one lot at 601 E 10th Street.

Falkenrath states that we will not be able to vacate the sewer line easement. Also, you will want to check on the 5' easements as it could be RMU and not City of Rolla.

Minutes Prepared By: Cindy Brown

NEXT MEETING:

Tuesday, November 21st @ 1:30 P.M.

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**CITY OF ROLLA
CASH ANALYSIS REPORT
September 30, 2023**

GENERAL FUND

CASH IN BANK	\$	323,202.20
NIB GENERAL FUND	\$	36,900.69
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	4,338.35
ASI FLEX 125	\$	16,299.27
TIF ACCOUNT - EATS	\$	98,020.36
TIF ACCOUNT - PILOT	\$	15.03
CASH - PAID UNDER PROTEST	\$	-
INVESTMENTS - GENERAL FUND	\$	1,561,973.40
USE TAX MMA	\$	1,000,205.50
MMA - GENERAL FUND RESERVE REBUILD	\$	2,002,536.48
POLICE EVIDENCE FUNDS	\$	19,749.12
CITY SEIZURES & FORFEITURES	\$	9,841.51
TASKFORCE SEIZURES & FORFEITURES	\$	35,330.63
ANIMAL CONTROL SHELTER COMM PARTNER	\$	136,291.27
ANIMAL CONTROL SHELTER RESERVE	\$	230,380.77
PROPERTY FIRE DAMAGE ACCOUNT	\$	15.02
GENERAL FUND CREDIT CARD ACCOUNT	\$	299,950.08
US BANK ESCROW	\$	-
INVESTMENT CLEARING ACCOUNT	\$	250,091.82
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	-
GENERAL FUND TOTALS	\$	6,025,141.50

SEWER FUND

CASH IN BANK	\$	113,118.25
NIB GENERAL FUND	\$	185.00
SEWER FUND MMA	\$	1,271,677.73
SEWER FUND DEPREC & RESERVE	\$	410,739.03
INVESTMENTS - GENERAL FUND	\$	9,788.38
GENERAL FUND CREDIT CARD ACCOUNT	\$	417.25
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
SEWER FUND TOTALS	\$	1,805,925.64

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$	149,759.13
NIB ENV SVS FUND	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	2,779.37
MMA PCB	\$	1,756,895.80
ENV SVS CC	\$	132,810.15
INVESTMENT - CDS	\$	-
ENV SVS FUND TOTALS	\$	2,042,244.45

ARPA FUNDING

CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	1,270,609.73
AIRPORT FUND TOTALS	\$	1,270,609.73

**CITY OF ROLLA
CASH ANALYSIS REPORT
September 30, 2023**

AIRPORT FUND

CASH IN BANK	\$ 162,862.89
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 4,390.00
INVESTMENTS - MMA	\$ 133.63
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 30,446.00
AIRPORT FUND TOTALS	\$ 197,832.52

CEMETERY FUND

CASH IN BANK	\$ -
CASH - MMA	\$ 350,284.62
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 350,284.62

STREET FUND

CASH IN BANK	\$ 197,058.64
NIB GENERAL FUND	\$ -
TDD PROPERTY RENTAL	\$ 13,026.30
GENERAL FUND MMA	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 3,025.00
CASH - MMA	\$ 6,261,814.94
MODOT RESERVE	\$ 3,006,996.30
INVESTMENT - CDS	\$ -
STREET FUND TOTALS	\$ 9,481,921.18

RECREATION FUND

CASH IN BANK	\$ (276,261.25)
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
DEPR RES & EQUIP - MMA	\$ -
RECREATION FUND TOTALS	\$ (276,261.25)

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 508,652.94
CASH - HEALTH ACCOUNT	\$ 61,655.80
GENERAL FUND CREDIT CARD ACCOUNT	\$ 7,873.28
HEALTH FUND TOTALS	\$ 578,182.02

PARK FUND

CASH IN BANK	\$ 52,351.77
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
INVESTMENTS - PARK SALES TAX	\$ 296,563.01
PARKS CC	\$ 150,624.83
PARK FUND TOTALS	\$ 499,539.61

PARK LAND RESERVE FUND

CASH IN BANK	\$ 5,185.68
PARK LAND RESERVE ACCOUNT	\$ 9,918.06
PARK LAND RESERVE FUND TOTALS	\$ 15,103.74

GRAND TOTAL ALL FUNDS **\$ 20,719,914.03**

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
September 30, 2023
100% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$ 14,938,885.00	\$ 15,152,165.27	\$ (213,280.27)	101.4%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 709,485.00	\$ 693,191.92	\$ 16,293.08	97.7%
ADMINISTRATION	\$ 308,055.00	\$ 285,057.25	\$ 22,997.75	92.5%
LIBRARY	\$ 318,850.00	\$ 394,221.04		123.6%
FINANCE	\$ 729,200.00	\$ 725,882.61	\$ 3,317.39	99.5%
LEGAL	\$ 70,750.00	\$ 67,314.35	\$ 3,435.65	95.1%
COURT	\$ 133,450.00	\$ 130,392.05	\$ 3,057.95	97.7%
TELECOMMUNICATIONS	\$ 1,498,835.00	\$ 1,322,200.99	\$ 176,634.01	88.2%
ANIMAL CONTROL	\$ 335,740.00	\$ 229,135.16	\$ 106,604.84	68.2%
POLICE	\$ 4,993,225.00	\$ 5,314,226.40	\$ (321,001.40)	106.4%
FIRE	\$ 4,655,462.00	\$ 4,331,251.64	\$ 324,210.36	93.0%
ROLLA RURAL FIRE	\$ -	\$ 595,637.00	\$ (595,637.00)	#DIV/0!
BUILDING SERVICES	\$ 105,715.00	\$ 108,747.07	\$ (3,032.07)	102.9%
COMMUNITY DEVELOPMENT	\$ 518,500.00	\$ 566,363.40	\$ (47,863.40)	109.2%
ECONOMIC DEVELOPMENT	\$ 57,075.00	\$ 73,146.00	\$ (16,071.00)	128.2%
TOTAL EXPENDITURES	<u>\$ 14,434,342.00</u>	<u>\$ 14,836,766.88</u>	<u>\$ (327,053.84)</u>	102.8%
REVENUES OVER/UNDER EXPENDITURES	\$ 504,543.00	\$ 315,398.39	\$ 113,773.57	
<u>SEWER FUND</u>				
REVENUES	\$ 5,451,717.00	\$ 6,847,554.50	\$ (1,395,837.50)	125.6%
EXPENDITURES	<u>\$ 5,874,432.00</u>	<u>\$ 6,459,313.79</u>	<u>\$ (584,881.79)</u>	110.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (422,715.00)	\$ 388,240.71	\$ (810,955.71)	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 4,091,200.00	\$ 3,821,018.20	\$ 270,181.80	93.4%
EXPENDITURES				
RECYCLING	\$ 428,375.00	\$ 506,161.63	\$ (77,786.63)	118.2%
SANITATION	\$ 3,072,950.00	\$ 2,777,548.66	\$ 295,401.34	90.4%
VEHICLE MAINTENANCE	\$ 496,230.00	\$ 486,306.51	\$ 9,923.49	98.0%
TOTAL EXPENDITURES	<u>\$ 3,997,555.00</u>	<u>\$ 3,770,016.80</u>	<u>\$ 227,538.20</u>	94.3%
REVENUES OVER/UNDER EXPENDITURES	\$ 93,645.00	\$ 51,001.40	\$ 42,643.60	
<u>ARPA FUNDING</u>				
REVENUES	\$ 750.00	\$ 609,512.12	\$ (608,762.12)	81268.3%
EXPENDITURES	<u>\$ 1,635,000.00</u>	<u>\$ 590,581.99</u>	<u>\$ 1,044,418.01</u>	36.1%
REVENUES OVER/UNDER EXPENDITURES	\$ (1,634,250.00)	\$ 18,930.13	\$ (1,653,180.13)	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
September 30, 2023
100% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>AIRPORT FUND</u>				
REVENUES	\$ 800,728.00	\$ 919,181.63	\$ (118,453.63)	114.8%
EXPENDITURES	\$ 794,560.00	\$ 705,983.58	\$ 88,576.42	88.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 6,168.00	\$ 213,198.05	\$ (207,030.05)	
<u>CEMETERY FUND</u>				
REVENUES	\$ 10,500.00	\$ 21,058.95	\$ (10,558.95)	200.6%
EXPENDITURES	\$ 10,000.00	\$ 1,550.00	\$ 8,450.00	15.5%
REVENUES OVER/UNDER EXPENDITURES	\$ 500.00	\$ 19,508.95	\$ (19,008.95)	
<u>STREET FUND</u>				
REVENUES	\$ 6,719,200.00	\$ 8,446,709.39	\$ (1,727,509.39)	125.7%
EXPENDITURES				
STREET	\$ 5,443,085.00	\$ 4,298,412.15	\$ 1,144,672.85	79.0%
TDD	\$ 1,660,000.00	\$ 180,726.52	\$ 1,479,273.48	10.9%
ENGINEERING	\$ 926,750.00	\$ 760,259.28	\$ 166,490.72	82.0%
TOTAL EXPENDITURES	\$ 8,029,835.00	\$ 5,239,397.95	\$ 2,790,437.05	
REVENUES OVER/UNDER EXPENDITURES	\$ (1,310,635.00)	\$ 3,207,311.44	\$ (4,517,946.44)	
<u>RECREATION FUND</u>				
REVENUES	\$ 450,000.00	\$ 701,316.26	\$ (251,316.26)	155.8%
EXPENDITURES				
AQUATICS	\$ -	\$ 2,613.85	\$ (2,613.85)	#DIV/0!
ADMINISTRATION	\$ 459,025.00	\$ 752,665.88	\$ (293,640.88)	164.0%
MAINTENANCE	\$ -	\$ 25,782.33	\$ (25,782.33)	#DIV/0!
TOTAL EXPENDITURES	\$ 459,025.00	\$ 781,062.06	\$ (322,037.06)	170.2%
REVENUES OVER/UNDER EXPENDITURES	\$ (9,025.00)	\$ (79,745.80)	\$ 70,720.80	
<u>PARK FUND</u>				
REVENUES	\$ 1,884,900.00	\$ 2,130,815.32	\$ (245,915.32)	113.0%
EXPENDITURES				
ADMINISTRATION	\$ 238,075.00	\$ 230,566.39	\$ 7,508.61	96.8%
PARKS	\$ 1,135,145.00	\$ 1,225,867.00	\$ (90,722.00)	108.0%
SPLASHZONE	\$ 254,420.00	\$ 307,532.30	\$ (53,112.30)	120.9%
OUTDOOR RECREATION	\$ 184,410.00	\$ 178,049.54	\$ 6,360.46	96.6%
TOTAL EXPENDITURES	\$ 1,812,050.00	\$ 1,942,015.23	\$ (129,965.23)	107.2%
REVENUES OVER/UNDER EXPENDITURES	\$ 72,850.00	\$ 188,800.09	\$ (115,950.09)	

CITY OF ROLLA
 REVENUE/EXPENDITURE REPORT - UNAUDITED
 September 30, 2023
 100% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 40.00	\$ 514.88	\$ (474.88)	1287.2%
EXPENDITURES	\$ 25,000.00	\$ 25,000.00	-	100.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (24,960.00)	\$ (24,485.12)	\$ (474.88)	

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Park Advisory Commission Meeting Minutes

September 27, 2023 – 5:00 p.m.
SplashZone

Members Present: Susan Wrasmann, Andrew Meggitt, and Mike Fleishhauer

Absent: Ken Kwantes and Larry Thomas

Others Present: Floyd Jernigan, Stan Busch, Andrew Smith, and Julie Quackenbush

1. Call to Order

- Andrew Meggitt called the meeting to order at 5:07 p.m.

2. Approval of July minutes

- Susan Wrasmann moved to approve the July 26, 2023, minutes. Mike Fleishhauer seconded approval. All approved, with no opposition.

3. New business

- Pickleball RFP review – Floyd Jernigan, Parks & Rec Director and Darin Pryor, Public Works Director.

Mr. Jernigan included six bid proposals in the Advisory Commission packets, but only two of them can be considered as they were the only ones received by the advertised deadline for bid submission. The bids by McConnell & Associates and Precision Construction & Contracting were received on time and met specs.

Mr. Jernigan spoke to questions raised by the pickleball players regarding court design, layout and length. Two layouts were submitted, six linear and three and three. Darin Pryor said that either alignment could be built. He agreed with the rationale from one of the bidders that the six in a row configuration is the least amount of work due to site prep. The group discussed the pros and cons of the two different configurations. Darin offered to have his people stake out both configurations so Advisory Commission Members can see the two different layouts in the location.

McConnell's bid packet listed a sizable number of locations where they had built pickleball courts in Missouri.

Mike Fleishhauer made a motion to go with the McConnell bid. Andrew Meggitt seconded the motion. No one opposed and all were in favor.

Mike, Andrew and Susan visited the proposed Green Acres Park locations in the days following the meeting. All agreed that there would be less impact on existing park structures and trees and natural landscaping, as well as less vegetation debris on the new courts with the six linear concept and they unanimously recommended this configuration.

4. Director's narrative

- Community Garden

The city has had limited involvement over the years since the garden's creation more than 10 years ago. The garden is located behind the recycling center. It was developed for a garden separately from city departments, with volunteers and the help of various organizations. The site is on city property but was not developed with ADA accessibility in mind.

It has been managed by a volunteer collection of officers made up of the participating gardeners. As currently configured, there are potentially 60 lots. Gardeners pay \$10 per lot annually, with the money used by the officers to purchase needed supplies. Compost is available from the Rolla Environmental Services Department.

Gardeners grow a range of vegetables, from peppers, tomatoes and corn, to flowers.

Mr. Jernigan spoke with one of the gardeners about the challenges she faces in working her lots. Mr. Jernigan, Mr. Pryor, Environmental Services Director Roger Pankey, and Environmental Services Superintendent Simon Yoakum met for a walk through of the garden. Three of the gardeners were present at the time. Some of the lots are well tended. Others were overgrown.

The area needs work, with additional mowing and weed eating, as well as more accessible and defined paths and separation of lots.

To make the garden area ADA, the city will have to put in concrete walkways, place the existing two sheds on concrete slabs, and designate and contour a number of lots so they will be accessible.

Currently, the board isn't operating as all but one of the officers dropped off in the past several years.

Mr. Jernigan and Mr. Pryor spoke with City Administrator John Butz about the issue and the concerns of the gardeners.

If the city is going to continue to provide city land for this group, a number of changes will have to be made. To get the area up to standard could cost \$20,000. There is also the ongoing cost of city provided water and staff time to keep the area accessible. There could also be a monthly cost for a portable bathroom. All this would likely necessitate an increase in the annual fee, better accounting, and the re-establishment of the garden's volunteer board, which would provide its own insurance at a future date, similar to the Downtown Farmers' Market. There would also need to be a city staff member as liaison and establishing this as a city-run program.

Darin Pryor said there is a need to assess the gardeners' desire to continue the garden and understanding of what will be needed to get the area to the required standards. "They need to form a board, update their agreement, and establish a set of bylaws."

Mr. Jernigan said the city expects to hold a public meeting in November at Eugene Northern with the gardeners and any interested organizations and citizens to determine the course of the garden.

- Tennis court light system controls

Mr. Jernigan said a Missouri S&T student approached Council about an on-demand and free light system at the tennis courts. Mr. Jernigan said the electric cost to run lights for the tennis courts is approximately \$4 - \$5/hr. The cost to install an on-demand system would be somewhere in the neighborhood of \$5,000 - \$10,000.

The group discussed options. There was also discussion regarding the current popularity of tennis and if it was enough to warrant paying that amount for an on-demand light system. There was also discussion of potential vandalism and the vulnerability of such a system. Darin Pryor discussed some of the costs associated with setting up an on-demand system. Stan Busch suggested we turn the lights on a few nights a week and gauge the interest and the usage for those nights. If there are people who are taking advantage of the free lights, that could be continued. If there is little to no interest, those nights could be reduced or discontinued.

This year, the Parks Department offered four Mondays of free access during National Tennis Month. This was done in collaboration with USTA's Missouri office, which provided free tennis lessons during that month. At that time, there wasn't enough interest to continue the lights beyond the month.

Andrew Meggitt made a motion to run the lights four nights per week beginning next year at a date to be determined, offering this on a trial basis to see if interest would improve. Susan Wrasmann seconded the motion. All were in favor.

5. Financials/discussion

Mr. Jernigan asked Recreation Manager Andrew Smith to address what is currently going on in Recreation this fall. He said we had enough teams to do a Fall Co-ed Softball League, but we did not get enough teams to run a Fall Men's Softball League. We have six teams for Co-ed and that will run on Thursday nights.

Mr. Jernigan noted that the Bayless light bids are due next Wednesday.

He recapped the year at SplashZone. Staff did a good job of keeping patrons safe.

Operationally, we replaced the small slide on the play structure in the zero depth end. One of the big slides was out of commission for a big part of the summer due to repairs being needed in the water basin. The location of a leak in the pool structure wasn't found despite multiple visits by a pool company. Pool staff did find a probable source for the leak and that has been plugged. Parks staff later found three small holes in the deck, which have since been plugged. Parks staff will winterize the pool in the coming days, blowing out the lines and capping the various outlets in the skimmers, deck, structure and flooring.

Mr. Jernigan told the group Council approved the budget and the department's lists of priorities, with a summary in the commission packet.

Mr. Jernigan asked if there were any questions regarding the budget. Having none, discussion moved to closing statements.

Mr. Jernigan mentioned that he, Stan, Roger, Thomas, Lonnie, and Jesse had worked in the cemetery this past week. He said we were able to set back upright 40 – 50 pre-1900s monuments in the cemetery. We reset stones that had been down for decades, primarily in Section 7. We will move on to repairs of broken stones and those needing to be reset by sections, with 6, 3, 8 and 5 next and then moving down through the older areas. There are only about six that need to be reset at this point.

Mr. Jernigan has been working on updating the list of veterans in the cemetery. With the help of Andy Davis, treasurer with the Korean War Veterans, and volunteer Carole Goggin, they will assess those monuments. Veterans' groups have indicated their willingness to help provide

stones for those veterans who don't have such a marker, as well as placing pads and raising those that have begun to sink.

There are over 1,000 veterans buried in the city cemetery. An updated count of those, their branch of service, their engagements and their honors will be available when completed.

Stan added that Andrew and the city hosted the local disc golf club on a tournament, purported to be the biggest one Rolla has had.

The Rolla High School Girls' Softball Tournament is coming up in a little over a week. RHS athletics utilizes city softball fields as part of their sites during the two-day event.

Ridgeview Park repairs from the fire are now totally complete. All of the colors that were chosen have been described as dynamic.

Stan noted that we replaced and expanded the fence at Town & Country Park around the basketball court to curtail errant balls from ending up in the creek.

Mr. Jernigan said Mark Calvert and Rolla Knights are working with the city for additional soccer fields. Kittie Robertson Soccer Field has been painted and will be the site of several home school and church school games.

6. Adjournment

Susan Wrasmann made a motion to adjourn. Mike Fleishhauer seconded. All were in favor, with no opposition. The meeting adjourned at 6:15 p.m.

EMPOWERING ROLLA'S TOURISM FUTURE:

PROPOSED EXPANSION OF MOTEL TAX TO ENHANCE
VISITOR EXPERIENCES



MOTEL TAX ORIGINATION

In 1991/92, the Rolla Area Chamber of Commerce started the conversation with the City of Rolla about imposing a hotel tax for tourism efforts. At the time, several communities across the state of Missouri had already implemented this tax.

This new tax was being used by the local Chamber or Tourism Bureau to promote tourism for that community as well as fund their Visitor Centers.

The tax varies in all communities, and Rolla's legislation was written to impose up to 5%. The Chamber decided that 3% would be sufficient at the time, and if needed, voters could raise the tax to the full 5% at a later date.

Thanks to the due diligence of the RACC, the Motel Tax was passed in 1993. This means if you spend the night in a Rolla hotel, you will pay a 3% tax (in addition to local, state, and federal taxes). If you don't stay in a Rolla hotel, you don't pay the tax.

After the passing of the tax, the City of Rolla contracted with the Chamber to administer the tax. The City collects the tax, keeps 10% for admin fees, and passes along the remaining 90% to the Chamber.

The first goal of the tax was to build and maintain the Visitor Center. As funds allow, the second goal of the tax was to promote Rolla as a tourist destination for travelers, groups, and meeting planners.

The Visitor Center opened in 1996. The contract between the City of Rolla and the Rolla Chamber is reviewed and renewed every 5 years to give each party an opportunity to make necessary changes due to current market trends and local expectations.

The Rolla Chamber currently manages the 10-acre tract of land at 1311 Kingshighway, the Rolla Visitor Center, and the 5 historic buildings on the property.

STATE STATUTE

This is the legal language of our state statute that was written in 1993 when we originally took this to the voters.

94.830. Hotel and motel tax, authorized — ballot — collection of tax — penalties may be collected (Rolla). —

1. The governing body of any third-class city in any county of the third classification which contains a state university whose primary mission is engineering studies and technical research may impose a tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the City, which shall be more than two percent but not more than five percent per occupied room per night, except that such tax shall not become effective unless the governing body of the City submits to the voters of the City at a state general, primary or special election, a proposal to authorize the governing body of the City to impose a tax under the provisions of this section. The tax authorized by this section shall be in addition to the charge for the sleeping room and shall be in addition to any and all taxes imposed by law, and the proceeds of such tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the City has contracted, and which is established for the purpose of promoting the City as a convention, visitor and tourist center. Such tax shall be stated separately from all other charges and taxes.

2. The question shall be submitted in substantially the following form:

Shall the _____ (City) levy a tax of _____ percent on each sleeping room occupied and rented by transient guests of hotels and motels located in the City, where the proceeds of which shall be expended for promotion of tourism? YES/NO

If a majority of the votes cast on the question by the qualified voters voting thereon are in favor of the question, then the tax shall become effective on the first day of the calendar quarter following the calendar quarter in which the election was held. If a majority of the votes cast on the question by the qualified voters voting thereon are opposed to the question, then the governing body for the City shall have no power to impose the tax authorized by this section unless and until the governing body of the City again submits the question to the qualified voters of the City and such question is approved by a majority of the qualified voters voting on the question.

3. On and after the effective date of any tax authorized under the provisions of this section, the City which levied the tax may adopt one of the two following provisions for the collection and administration of the tax:

(1) The City which levied the tax may adopt rules and regulations for the internal collection of such tax by the city officers usually responsible for the collection and administration of city taxes; or

(2) The City may enter into an agreement with the director of revenue of the state of

Missouri for the purpose of collecting the tax authorized in this section. In the event any city enters into an agreement with the director of revenue of the state of Missouri for the collection of the tax authorized in this section, the director of revenue shall perform all functions incident to the administration, collection, enforcement, and operation of such tax, and the director of revenue shall collect the additional tax authorized under the provisions of this section. The tax authorized under the provisions of this section shall be collected and reported upon such forms and under such administrative rules and regulations as may be prescribed by the director of revenue, and the director of revenue shall retain not less than one percent nor more than three percent for cost of collection.

4. If a tax is imposed by a city under this section, the City may collect a penalty of one percent and interest not to exceed two percent per month on unpaid taxes, which shall be considered delinquent thirty days after the last day of each quarter.

(L. 1993 H.B. 345 § 11)

Effective 2-4-93

ENHANCING TOURISM OUTREACH

The Rolla Area Chamber of Commerce is proposing an essential initiative to elevate Rolla's tourism efforts: an increase in our motel tax collection from 3% to the allowed 5%. It's important to note that this tax is paid exclusively by travelers who choose to stay in local hotels. Local residents do not bear this tax burden; rather, it is collected from individuals staying within our community. These collected funds are instrumental in enhancing our outreach efforts to promote Rolla as a destination for travelers, attracting individuals from beyond a 50-mile radius for both leisure and professional purposes.

Beyond the promotion, we also oversee and maintain the nearly 10 acres of land housing our Visitor Center and five historic buildings, pivotal components of our community's tourism infrastructure.

Over the past three decades, we've judiciously managed the motel tax revenues, effectively fostering the growth of tourism in our region. However, the landscape of travel and marketing has evolved significantly during this time. We've identified missed opportunities owing to our constrained budget. The proposed 2% increase will empower us to tap into these opportunities and attract more travelers, groups, and conferences to our area.

We must acknowledge the competitive challenge posed by neighboring communities with substantially larger budgets. Rolla, a thriving community with abundant offerings for travelers, stands to benefit significantly from an increased budget dedicated to expanding our tourism outreach.

One distinctive offering unique to Rolla is our "Destination Rolla Grant" program, an initiative not commonly found in other communities. This grant serves as a valuable incentive, offsetting expenses for event coordinators, meeting planners, and visiting groups. Often, this grant becomes the deciding factor favoring Rolla over other destinations, highlighting our commitment to supporting and enriching the experiences of those choosing our City.

By empowering our tourism initiatives with this increased funding, we aim to not only level the playing field with our neighboring competitors but also distinguish Rolla as a premier destination for travelers, conferences, and events. The additional resources will fortify our ability to showcase the vibrant tapestry of attractions and experiences that our community offers.

This pivotal step ensures that Rolla remains a top choice for travelers seeking memorable experiences, and we are confident that the community's support for this proposal will significantly enhance the City's position as a dynamic and inviting destination.

STRATEGIC ALLOCATION OF ADDITIONAL REVENUE

With the anticipated increase in revenue of \$250,000-290,000 upon the successful passing of the 2% increase, we have crafted a comprehensive plan to strategically allocate these new funds into key areas that will bolster Rolla's tourism initiatives.

Expansion of the Destination Rolla Grant Program

The Destination Rolla grant program, an instrumental initiative promoting overnight tourism in Rolla, has historically supported competitions, conferences, and events driving visitors from outside our immediate area. Currently funded at \$15,000, the expansion opportunities with the additional percentage include widening the grant's scope to encompass events, conferences, and meetings. Moreover, we aspire to extend grants to tourism attractions for renovations, repairs, new technologies, signage, and accessibility enhancements, projecting a proposed budget of \$100,000.

Advancements in Promotion and Marketing

Our current marketing efforts encompass print, radio, billboards, and social media advertising, supplemented by a 50% matching grant from the Missouri Division of Tourism. A surge in marketing dollars would allow us to amplify our outreach by implementing new digital strategies, participating in more tourism tradeshows to engage groups, and facilitating enhanced booth design and branding. We aim to elevate our budget from \$105,000 to a range of \$180,000 - \$205,000.

Implementation of Tourism Research & Tracking Software

Recognizing the absence of adequate software for tracking groups, we plan to allocate a portion of the new funds to procure software facilitating streamlined management of contacts and leads. This will ensure systematic follow-ups, communications, and interactions, which are crucial for successful sales and marketing efforts. Additionally, the acquisition of analytical software will enable us to derive insights from various data sources, such as social media, website interactions, and travel bookings, empowering us to understand visitor preferences and behaviors. This invaluable information will guide our marketing strategies, aiming for a proposed budget of \$40,000 - \$50,000.

Addition of Group Travel & Events Coordinator

As interest in Rolla continues to grow, we envisage expanding our tourism staff. The creation of a specialized role focusing on group travel experiences and events in Rolla will complement our current marketing efforts. This individual will be dedicated to organizing, coordinating, and executing these experiences while actively seeking out opportunities to expand our client base. The proposed budget for this crucial position ranges from \$50,000 to \$65,000.

CLOSING STATEMENT: ELEVATING ROLLA'S FUTURE IN TOURISM

Reflecting on Rolla's transformative journey in tourism development over the past three decades, it becomes evident that our community has steadily evolved. The institution of the motel tax in 1993 marked a pivotal step toward establishing Rolla as a vibrant destination for travelers, groups, and conferences.

Throughout this journey, the prudent administration of the motel tax has been instrumental. We've been dedicated to critical components such as constructing and maintaining the Visitor Center, preserving historic landmarks, while strategically allocating funds to bolster tourism growth in our region. Notably, 90% of the motel tax supports these tourism initiatives, with the City of Rolla retaining 10%, ensuring a direct reinvestment into our community.

The proposed increase from 3% to 5% in the motel tax is not just a fiscal adjustment; it represents a strategic move towards furthering Rolla's standing as a thriving destination. This will be pivotal in keeping us competitive against neighboring communities with larger budgets, seizing missed opportunities due to budget constraints, and attracting more travelers, groups, and conferences to our area.

It's important to note that this tax is borne solely by travelers choosing to stay in our local hotels, absolving local residents of this financial responsibility. These collected funds, contributed by visitors, serve as a crucial impetus for advancing our endeavors to promote Rolla and draw individuals from beyond a 50-mile radius.

IV.A.5

Our proposals, ranging from the Destination Rolla Grant program to advancements in marketing, research software implementation, and the addition of specialized staff for group travel and events, illustrate our dedication to innovation and growth.

Rolla stands as a vibrant, inviting community offering a wealth of experiences for visitors. With increased resources, we aim not just to meet expectations but to exceed them, positioning Rolla as a premier destination for memorable experiences and unparalleled opportunities.

The Chamber's proposal for the increased motel tax is a strategic investment in Rolla's future, ensuring our City remains a sought-after hub for those seeking unique experiences. With the City of Rolla retaining 10% of the motel tax, these additional funds will further strengthen our City's financial resources, enabling us to fortify Rolla's position as an inviting, dynamic, and distinguished destination for all.

Thank you for considering our proposal, and we look forward to continuing our journey of growth and success together.

Submitted by: Stevie Kears, Executive Director, Rolla Area Chamber of Commerce



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 726 Salem Ave from the R-1, Suburban Residential district to the C-2, General Commercial district

(ZON23-07)

MEETING DATE: November 6, 2023

Application and Notice:

- Applicant/Owner - Paula DeLong, Executive Director of Choices for People Center for Citizens with Disabilities, Inc.
- 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 has purchased the subject property and the adjacent commercial property. The commercial property was formerly a printing business. The applicant is a non-profit serving disabled persons. The commercial building is planned to be remodeled to serve the organization's needs. As a part of the project, the parking lot is proposed to be enlarged and a driveway would connect to Salem Avenue. A portion of the parking expansion would be on the residential lot. The lot is proposed to be rezoned to allow for the parking expansion. The applicant does not intend to demolish the existing house, and plans to continue to use the house as a rental unit.

Property Details:

- Current zoning - R-1, Suburban Residential to be rezoned to C-2, General Commercial
- Current use - Single-family house
- Proposed use - Residential and commercial
- Land area - About 15,100 Sq. Ft.

Public Facilities/Improvements:

- Streets - The subject property has frontage on Salem Avenue, a Collector road.
- Sidewalks - Sidewalks are located adjacent to the property.
- Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Low Density Residential uses.

Discussion:

The subject property is located on Salem Avenue adjacent to a commercial property. The applicant only needs to use a portion of the property for the proposed parking lot and driveway. Rezoning only a portion of the property may be an option to ensure that the entire lot could not be redeveloped for commercial uses, if there is concern about removal of the residential uses along Salem Avenue. Another option could be to consider rezoning to the C-1, Neighborhood Commercial district to restrict the future potential uses for the subject property, being directly adjacent to a residential area.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 10, 2023 and voted 5-0 to recommend the City Council approve the request only for a portion of the property and with the condition that a screening fence must be constructed between the area rezoned to C-2 and the areas which remain zoned R-1; or as an alternative, the screening fence may be constructed along the northern boundary of said Lot 11.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Site Plan with rezoning area; Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF A PORTION OF PROPERTY ADDRESSED AS 726 SALEM AVENUE FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE C-2, GENERAL COMMERCIAL DISTRICT

(ZON23-07)

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 October 10, 2023 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its October 16, 2023 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the 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-1 (Single-family Residential) to C-2 (General Commercial) Zoning described as follows:

A fractional part of Lots 11 and 12 of King's Addition (Amended Plat, 1946) to the City of Rolla, Missouri, as per plat of said Addition of record in the Recorder's Office of Phelps County, Missouri, more particularly described as follows: Beginning at the Southeasterly Corner of said Lot 12, the true point of beginning of the hereinafter described tract; Thence following along the southerly line of said Lot 12, South 56°30'29" West, 125.68 feet to a point at the Southwesterly Corner of said Lot 12; Thence following the westerly line of said Lots 11 and 12, North 33°29'31" West, 95.20 feet to a point; Thence leaving said

westerly line, North 56°55'04" East, 32.17 feet to a point; Thence South 38°08'51" East, 46.42 feet to a point; Thence North 56°51'09" East, 93.91 feet to a point on the Southerly right-of-way of Salem Avenue; Thence following along said southerly right-of-way, South 33°20'16" East, 47.99 feet back to the true point of beginning.

Said Tract contains 0.17 acres, more or less, per survey plat I-2823 by Integrity Engineering, Inc. dated October 5, 2023. Subject to any easements, restrictions, reservations and covenants existing and/or recorded.

SECTION 2: As a condition of approval of the rezoning, a screening fence must be constructed between the area rezoned to C-2 and the areas which remain zoned R-1; or as an alternative, the screening fence may be constructed along the northern boundary of said Lot 11.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6th DAY OF NOVEMBER, 2023.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Lot 10
King's Addition
(Amended)

Lot 11
King's Addition
(Amended)

Lot 12
King's Addition
(Amended)

Lot 13
King's Addition
(Amended)

Salem Avenue

2 STORY HOUSE

Lot 2
King's 2nd Addn

Lot 1
King's 2nd Addn

6" TRENCH DRAIN
RIM= 1071.90
6"Ø PVC FL OUT= 1071.12

WATER METER

GAS VALVE

NEW 6" WOODEN FENCE

PROPANE TANK

CARPORT

NEW LIGHT POLE

UTILITY POLE

LIGHT POLE

CONCRETE

42" HANDRAIL

UTILITY POLE

CONCRETE

CONCRETE

GRASS
SIDEWALK

CONCRETE WALK

GRASS

GRASS

GRASS WALK

NEW LIGHT POLE

GRAVEL

GRASS

NEW LIGHT POLE

GRASS

GRASS

GAS METER

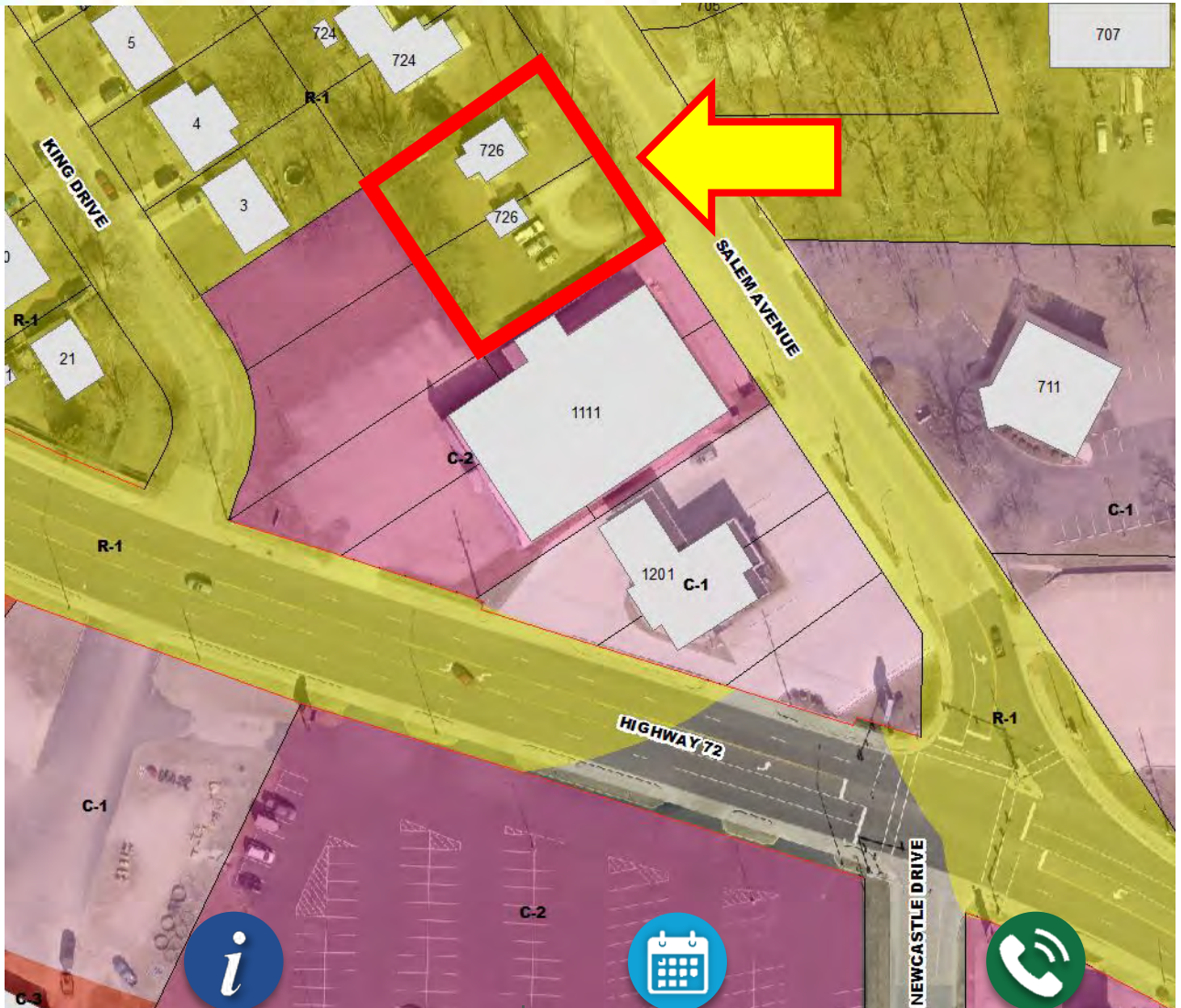
N 56°55'04" E - 32.17'
S 38°08'51" E - 46.42'
N 56°51'09" E - 93.91'

S 33°20'16" E - 47.99'

N 33°29'31" W - 95.20'

S 56°30'29" W - 125.68'

6" TRENCH DRAIN
RIM= 1071.90
6"Ø PVC FL OUT= 1071.12



Project Information:

Case No: ZON23-07
 Location: 726 Salem Ave
 Applicant: Choices for People
 Request:
 Rezoning from R-1, Suburban Residential to the C-2, General Commercial district

Public Hearings:

Planning and Zoning Commission
 October 10, 2023
 5:30 PM
 City Hall: 1st Floor

 City Council
 October 16, 2023
 6:30 PM
 City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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

V.A.6



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

Lots 11 and 12, Kings Addition to Rolla, Phelps County, Missouri



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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, ACTION REQUESTED: Final Reading
Parks & Recreation Director

ITEM/SUBJECT: Pickleball Courts Construction

BUDGET APPROPRIATION (IF APPLICABLE) \$500,000 DATE: Nov. 6, 2023

On Oct. 16, Council awarded the bid for a new pickleball court complex, funded by a \$250,000 donation from the Chymiak Family Foundation with a \$250,000 match from the City, to McConnell & Associates. Construction is to commence no later than December 1, 2023, with a completion date no later than May 31, 2024. The balance of the remaining funds will be utilized for the construction of new and additional parking (\$50,000), site prep (\$10,000) and concrete work and amenities (\$10,000).

Recommendation: Final reading of the ordinance approving the contract with McConnell & Associates for 6 new pickleball courts



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MCCONNELL & ASSOCIATES.

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6th DAY OF NOVEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 7th Day of November by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and McConnell & Associates 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 **FY2023-24 – PICKLEBALL COMPLEX, PROJECT 070-580-C1**” 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 **“FY2023-24 – PICKLEBALL COMPLEX, PROJECT 070-580-C1.”**

It is further stipulated that not less than the prevailing hourly rate of wages, as set out in the wage order attached to, and made part of the specification for work under the contract, 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. Further, the contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.”

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:

Contractor must require and 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., unless they have previously completed the program and have documentation of having done so, which will be provided to the city.

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

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.

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.

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. Any wage subsidy, bid supplement or rebate that is provided must be reported to the City within 30 days of receipt of payment, in accordance with Section 290.095, RSMo.

ARTICLE V. 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 VI. 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 _____ 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 VII. 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, and that the Contractor shall complete said work within the specified consecutive calendar days as noted in the Scope of Work Page included in the RFP. A Notice to Proceed will be issued as soon as they are made available to the City.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100.00) per calendar day that the Contractor shall be in default.

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

ARTICLE IX. 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 X. 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 _____
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

Residential Rates

	<u>Current:</u>	<u>Proposed:</u>
90-gallon:	\$15.75/month	\$17.75/month
35-gallon:	\$13.25/month	\$14.75/month
Bags for extras:	\$1.00 each	No change
Bulk waste stickers:	\$5.00 each	No change
Special Pickups	\$25.00/minimum	\$30.00/minimum

Commercial Rates

	<u>Current (monthly):</u>	<u>Proposed (monthly):</u>
90-gallon cart:	1/week - \$ 15.75	\$ 17.75
1 cubic-yard:	1/week - \$ 44.50	\$ 50.00
	2/week - \$ 89.00	\$100.00
	3/week - \$133.50	\$150.00
	4/week - \$178.00	\$200.00
	5/week - \$222.50	\$250.00
	Extra - \$ 25.00	\$ 28.00/empty
2 cubic-yard:	1/week - \$ 70.00	\$ 78.00
	2/week - \$140.00	\$157.00
	3/week - \$210.00	\$235.00
	4/week - \$280.00	\$314.00
	5/week - \$350.00	\$392.00
	Extra - \$ 31.50	\$ 35.00/empty
4 cubic-yard:	1/week - \$118.00	\$132.00
	2/week - \$236.00	\$264.00
	3/week - \$354.00	\$396.00
	4/week - \$472.00	\$529.00
	5/week - \$590.00	\$661.00
	Extra - \$ 42.00	\$ 47.00/empty
6 cubic-yard:	1/week - \$167.50	\$188.00
	2/week - \$335.00	\$375.00
	3/week - \$502.50	\$563.00
	4/week - \$670.00	\$750.00
	5/week - \$837.50	\$938.00
	Extra - \$ 52.50	\$ 58.50/empty

Container swap fee: \$30.00 \$ 35.00 (each time)

Construction/Demolition Dumpsters

	<u>Current:</u>	<u>Proposed:</u>
Daily Rental:	\$5.25/day (Mon.-Fri.)	\$6.00/day (Mon.-Fri.)
Relocation Fee:	\$52.50	\$59.00
Transport Fee:	\$2.60/mile	\$3.00/mile
(This fee is charged when waste is required to be direct-hauled to the landfill.)		

Roll-off Boxes:

Pull Charge:	\$105.00	\$118.00 (Minimum of one pull/box/mo.)
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Rear-load Dumpsters:

4 cubic-yard:	\$84.00/empty	\$94.00/empty
6 cubic-yard:	\$115.50/empty	\$125.00/empty

Compactors:

Pull Charge:	\$120.00 (single handling)	\$135.00/empty
	\$136.50 (double handling)	\$153.00/empty

ORDINANCE NO. _____

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

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

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

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

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

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

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

- (a) Each residential refuse customer shall pay to the City a service charge of \$14.75 per month for the weekly collection of the contents of each 35-gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables. Each residential refuse customer shall pay to the City a service charge of \$17.75 per month for the weekly collection of the contents of each 90-gallon container, and all acceptable yard wastes in biodegradable bags (in season).
- (b) For those occasions when a residence has extra household refuse beyond what will fit in the City-provided refuse container, the City may sell special bags to be used for the additional refuse. The rate to be charged will be \$1.00 for each of these bags with a capacity of approximately 30 gallons. These bags are intended to be used only for “extra” or “overflow” refuse and to occasionally augment the regular weekly collection of waste and are not to be used in lieu of the City-provided container used for regular weekly collection. These bags should be placed near the refuse cart for the regularly scheduled weekly collection.

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

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

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

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

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

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

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

One (1) cubic yard container	
1 service per week	\$ 50.00/month
2 services per week	\$ 100.00/month
3 services per week	\$150.00/month
4 services per week	\$200.00/month
5 services per week	\$250.00/month

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

Two (2) cubic yard container	
1 service per week	\$ 78.00/month
2 services per week	\$157.00/month
3 services per week	\$235.00/month
4 services per week	\$314.00/month
5 services per week	\$392.00/month

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

Four (4) cubic yard container	
1 service per week	\$132.00/month
2 services per week	\$264.00/month
3 services per week	\$396.00/month
4 services per week	\$529.00/month
5 services per week	\$661.00/month

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

Six (6) cubic yard container	
1 service per week	\$188.00/month
2 services per week	\$375.00/month
3 services per week	\$563.00/month
4 services per week	\$750.00/month
5 services per week	\$938.00/month

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

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

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

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

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

(e) Each customer shall pay to the City a service charge of \$135.00 per pull for standard compactor units, and \$153.00 per pull for compactor units requiring double handling to turn the unit around, plus appropriate landfill or transfer station

fees for each hydraulically operated roll-off compactor.

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

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

Section 5: That this ordinance shall be in full force and effect with the billing on or after January 1, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF NOVEMBER 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Steffanie D. Rogers **ACTION REQUESTED:** Final Reading
 Finance Director

DATE: November 6, 2023 **BUDGET APPROPRIATION:** \$ 0.00

SUBJECT: Request an Ordinance to Update City Code Pertaining to Taxicabs and
 Limousines

COMMENTARY:

Missouri State Law changed regarding the class of driver's license needed for taxi services. Attached you will find a copy of the revised Article 3 of Chapter 38 of the Rolla City Code, Taxicabs and Limousines. The only change is removing the references to chauffeur's license and replacing those references with the wording of valid driver's license. These few changes will update Chapter 38 to comply with Missouri State Law.

Staff recommends the approval of these proposed changes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 38-3 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO LICENSES.

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

Section 1: That Section 38-3 of the Code of the City of Rolla, Missouri, are hereby amended to read as follows:

Sec. 38-3. Taxicab driver's license.

(a) **Taxicab driver's license required.** No person shall drive or operate a taxicab and no owner of a taxicab shall hire or permit any person to drive or operate a taxicab, on any of the streets, any public ways in the City of Rolla, or on any property owned by the City of Rolla, unless such person shall have secured a taxicab driver's license from the City of Rolla as provided herein.

(b) **Taxicab driver's license application.** A verified application for a taxicab driver's license shall be made in writing to the Chief of Police, or his designate, upon terms prescribed and provided for such purpose by the Chief of Police. Such application shall include at a minimum:

- (1) **Name:** The full name of the applicant and any alias names;
- (2) **Address:** The applicant's residence address and residence addresses of the three (3) years next preceding such application;
- (3) **Length of residence:** The length of residence of the applicant in the City of Rolla;
- (4) **Description:** The applicant's physical description;
- (5) **Birth information:** The applicant's date and place of birth;
- (6) **Citizenship:** The applicant's national citizenship;
- (7) **Valid driver's license:** The applicant's valid driver's license number;
- (8) **A signed authority to release form:** Available at the Police Department
- (9) **Criminal history check:** A criminal history check must be made to the State of Missouri at the applicant's expense.

(c) **Qualifications of taxicab drivers.** No taxicab driver's license shall be issued to any person who does not meet the following minimum qualifications:

- (1) **Age:** Such person must have attained the age of twenty-one (21) years;
- (2) **Valid driver's license:** Such person must be properly licensed for the purpose of driving a motor vehicle for hire designed to carry passengers by the State of Missouri;
- (3) **Other offenses:** Such person shall not have been convicted of any felony sex offense, as defined in Chapter 566 RSMo. Furthermore, such person shall not have any convictions of any offense involving drugs, reckless driving, driving while under the influence of intoxicating liquor or drugs, or similar violations, or be on parole or probation for any such offense during the three (3) years next preceding the making of the applications.

(d) **Issuance of license.** Upon being notified of the approval of an applicant by the Chief of Police, or his designate, the City of Rolla Finance Department shall forthwith issue a taxicab driver's license to such person upon payment of the required license fee.

- (1) **License year:** All taxicab drivers licenses shall expire on June 30th of each year irrespective of the date of issuance.
- (2) **License fee:** The City of Rolla Finance Department shall charge a fee of \$20.00 for each taxicab driver's initial license. Such fee shall not be pro-rated for a fractional part of the year.

(e) **Renewal of license.** Any taxicab driver's license issued hereunder may be renewed from year to year provided the driver continues to meet the minimum qualifications of taxicab drivers established hereunder and pays the required fee of \$10.00. A request for renewal shall be filed with the Chief of Police, or his designate, prior to renewing any taxicab driver's license. The request shall be denied unless the Chief of Police, or his designate, approves such renewal after reviewing whether the driver continues to meet the minimum qualifications of taxicab drivers established hereunder.

(f) **Display and use of license.** The taxicab driver's license issued hereunder shall be in the personal possession of the holder at all times while serving as a taxicab driver. Such taxicab driver's license shall be displayed in plain view of the passenger(s) within the cab. No driver shall cause or permit another person to use such driver's taxicab driver's license, for any purpose whatsoever.

(g) **Revocation or suspension of license.** In emergency situations, any taxicab driver's license may be revoked or suspended by the Chief of Police forthwith provided an opportunity to be heard by City Council is provided within thirty (30) days following such emergency action. Any person whose taxicab driver's license shall have been revoked shall return the same immediately to the City of Rolla Finance Director. Any person whose taxicab driver's license shall have been revoked may at any time apply for a taxicab driver's license so long as such person shall then qualify for such license.

(h) **Duplicate license:** If a taxicab driver's license becomes lost or stolen, a duplicate license may be obtained by filing for a lost or stolen license with the City of Rolla Finance Department. There shall be a \$5.00 fee associated with obtaining a duplicable license. (Ord. 3740, §1)

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6TH DAY OF NOVEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

**ITEM/SUBJECT: Street Closings for Rolla Christmas Festivities –
December 1st thru December 3rd, 2023**

BUDGET APPROPRIATION

DATE: 11/06/2023

COMMENTARY:

The following streets will be closed in conjunction with Christmas festivities:

7th Street will be closed from Pine to Rolla Streets from 7AM on Friday December 1st, 2023 to Sunday afternoon, December 3rd, 2023, for the Christkindl Markt.

Pine Street from 9th to 10th Streets will be closed on Friday from 5:00 p.m. to 8:00 p.m. for various events including a tree lighting ceremony in the Library Plaza.

Downtown Pine and Rolla Streets will be closed Saturday morning with the Christmas parade down Pine Street beginning at 10:00 a.m. Rolla Street between 6th and 7th streets will remain closed until the conclusion of the Christkindl Markt.

Staff recommends approval.

ITEM NO. VI.A.1 _____

Christkindl Markt



The Christkindl Markt in Rolla draws heavily on the traditions of the German Christmas Market, featuring traditional German food, local area entertainment, and handmade craft vendors of all kinds.

The event begins Friday evening on the first weekend in December with Lichternacht "Light the Night" in downtown Rolla.



Vendors begin selling crafts and food on Saturday after the Christmas parade.



The Christkindl Markt takes place in large heated tents on 7th Street and Rolla Street.



Join Us!

Be a donor, or volunteer

Volunteers are welcome! Sign up to be a food or craft vendor (no commercial resale). We love your support! Monetary donations or gifts of goods and services help present these events.

Rolla Area Sister Cities Association (RASCA)

Visit our website



sites.google.com/view/cmarktrolla/home



Become a volunteer



Contact Us! rollachristkindlmarkt@gmail.com

Christkindl Markt

und

Lichternacht



In honor of Rolla's Sister City
- Sondershausen, Germany



Events take place the first weekend in December

Lichternacht

"Light the Night" on Pine Street

Marking the official start of the Christmas season in Rolla, Lichternacht has become a popular event for families. Downtown businesses are open for extended hours and feature performances by musicians, actors, storytellers, and craft activities. Children collect punches on "Tannenbaum" cards to redeem for free s'mores kits at the fire pit.

A highlight of the evening is the lighting of the community Christmas tree in Library Plaza at 7:00 p.m. The fun continues in the Christkindl Markt tents with traditional German foods, music and entertainment for the entire family.

*Background: Sondershausen at Christmastime

SISTER CITIES

In 1956, the "People to People" program was established by the Eisenhower administration with goals to promote a greater understanding between countries and their cultures. Over 675 communities in the United States have "Sister Cities" all over the world. Each community is paired based upon population, geography, industry, and interests.

Sondershausen and Rolla have been Sister Cities for over 20 years. Since then, delegations have traveled back and forth to build this relationship. Rolla Area Sister Cities Association (RASCA) is funded by private donations and fundraising activities.

Stadtrundgang Sondershausen |
Virtual tour generated by Panotour
(360grad-fotos.de)



SONDERSHAUSEN

SONDERSHAUSEN IM HERZEN MUSIK

Known as the "Music and Mountain" city of the state of Thuringia and the capitol of Kyffhäuser County, Sondershausen is a quaint, picturesque city with a rich history in music and the performing arts. The city was part of East Germany, where much of the architecture and structures were preserved throughout WW II.

Local attractions include:

- Trinity Church
- Glückauf Adventure Mine
- Possen recreation park
- Kyffhäuser Monument
- State Music Academy
- Cruis Church/civic center
- Schwarzburg Palace and Museum



Sondershausen is located 175 miles southwest of Berlin.

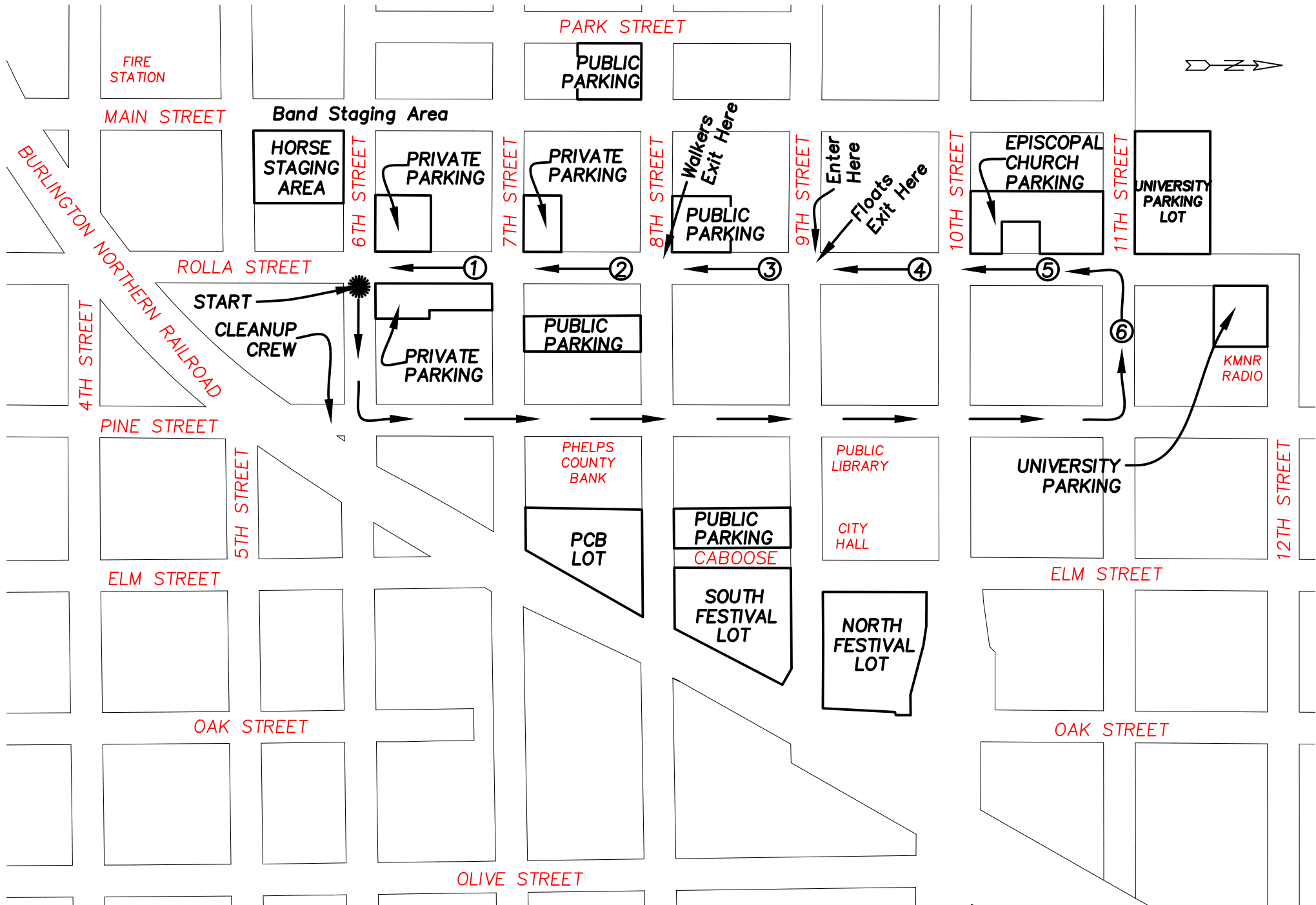
Sondershausen - Im Herzen Musik

View the official Sondershausen website

sondershausen.de



CHRISTMAS PARADE ROUTE MAP



Rolla Chamber of Commerce
ELF
on the
SHELF
53rd Annual
Christmas Parade



DECEMBER

JOIN US!

SATURDAY

2

10AM



Presented by: STITES INSURANCE AGENCY

••• PINE STREET, DOWNTOWN ROLLA •••

Want to participate?
Contact the Rolla Chamber
573-364-3577
rollacc@rollachamber.org



Scan QR code to register



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Aptitude Internet LLC ROW Use Agreement

BUDGET APPROPRIATION

DATE: 11/6/22

COMMENTARY:

In February 2018 city council approved an ordinance updating chapter 36 specifically dealing with users of city Right of Ways (ROW). Part of that update requires any new users of the ROW to obtain a ROW Use Agreement. A copy of the proposed agreement with Aptitude Internet Solutions is included for your review. Staff is recommending a first reading of the an ordinance to authorize the mayor to sign the ROW Use Agreement with Aptitude Internet LLC.

The applicant is asking for a final reading tonight.

ITEM NO. VI.B.1

ORDINANCE NO.

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF NOVEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



1027 Sainte Genevieve Avenue
Farmington, MO 63640
573.755.0555
www.apptitudeinternet.com

City Of Rolla
901 North Elm Street,
4th Floor, City Hall
Rolla Mo. 65402

To Whom It May Concern:

This letter is a request on behalf of Aptitude Internet for both the first and final reading along with approval of the agreement for use of the public Rights-of-way be completed on November 6th, 2023.

Due to the current state of broadband expansion the requirements for completion from the governing bodies of the RDOF program are very aggressive. Because of this any delay in construction can be a critical issue for the program's success.

Along with these constraints, what would have been the regularly scheduled council meeting on October 30th being moved to November 6th has compounded these delays.

It is because of these reasons we are requesting both the initial and final reading of our proposed agreement be completed during the November 6th council meeting.

Thank you,

Bill Denkler
Authorized Agent
Aptitude Internet

**RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES**

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES (“Agreement”) is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, **Aptitude Internet Solutions**, (the “Licensee”), and the City of Rolla, Missouri, a municipality of the State of Missouri (the “City”). Licensee and City may sometimes be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

WHEREAS, Licensee has requested consent from the City to authorize its use of the City’s Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City’s consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way (“Rights-of-Way” or “ROW”) for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission’s duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee’s use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Chapter 36, and as may be amended (the “Code” or “ROW Code”). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **“Communications”** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user’s choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **“Communications Service”** The transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any “telecommunications service,” “enhanced service,” “information service,” or “Internet Service,” as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include “video services” as defined in § 67.2677 RSMo. The term “Communications Service” does not include the rental of conduit or physical facilities, which if proposed must be expressly and separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations, and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law including Utility Standards of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City’s Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City, Rolla Municipal Utilities (“RMU”), or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement, between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference/Notification Requirements. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. Reasonable notification shall include at least two of the following: **door hangers** (REQUIRED), newspaper posting, posting on City website, and advertising on the local radio. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized, and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing in this Agreement is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably

withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment, or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and/or privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments, and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept, and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement;

setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 36-28.i of the City Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,065,952.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit, or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction

performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW, or otherwise by Licensee's use of the ROW.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall be liable to pay the City its costs of enforcement, including reasonable attorneys' fees, enforceable by a judicial action, if so necessary.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 36-30 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall underground any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Reasonable time shall be at least 6 months. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by the Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City

or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant all, or any part, of the rights herein granted; provided that Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City), and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring, or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents, or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or

termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification Section or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request, or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, “Notice”) must be in writing and must be delivered in person, by a reputable overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

__Aptitude Internet Solutions ATTTN: Bill Denkler
__1027 Sainte Genevieve Ave_____
__Farmington, MO 63640_____

If Notice to City:

City of Rolla, Missouri
Attn: City Administrator
901 North Elm Street
Rolla, MO 65401

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail, or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal, or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to any subsequent breach or default of the same term or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right, or condition of this Agreement constitutes a general waiver or relinquishment of the term, right, or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties (“Effective Date”). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF ROLLA, MISSOURI

Dated: _____

ATTEST:

City Clerk

VI.B.13

EXHIBIT A

SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance, and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telephone services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by Chapter 16 of the Code of the City of Rolla, Missouri, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the Rights-of-Way permit application or otherwise to the City) shall not authorize third parties without a valid license, Rights-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.
4. Licensee acknowledges and agrees that it will have 683 linear feet of underground, and 8958 linear feet of aerialfiber Facilities installed within the City Rights-of-Way for the purposes herein as depicted on Exhibit B attached hereto and incorporated herein.
5. For purposes of clarification only, a document providing Communication Service or the means of providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided

it otherwise complies with the requirements of this Agreement and meets the following conditions:

- Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the Facilities in the ROW, whether specific Facilities or not; and
- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

VI.B.16

EXHIBIT B



Sheet 1

HWY-V Aerial Approved
Previously on MODOT Permit

Sheet 2

LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	Conduit
Proposed Underground	Pole
Grid	Dimension Lines

0 25 50 100 US Feet

N 	PROJECT NAME: ROL2_001_ROLLA_001B	
	WORK ORDER ID: ROL2_001_ROLLA_001B	
	DATE:	10/18/2023
	REVISION:	0
ENGINEER:	Bill Denkler	

Grid 1 of 3
VE228_C

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	Conduit
Proposed Underground	Dimension Lines
Pole	
Grids	

0 25 50 100 US Feet

N 	PROJECT NAME:	
	ROL2_001_ROLLA_001B	
	WORK ORDER ID:	
	ROL2_001_ROLLA_001B	
	DATE:	10/18/2023
REVISION:	0	
ENGINEER:	Bill Denkler	

Grid 2 of 3
VF228_A

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



LEGEND

structure

- 12' x 12'
- 17' x 24'
- 24' x 36'
- 30' x 60'
- Pole
- Grids

Fiber Cable

- Proposed Aerial
- Proposed Underground
- Conduit
- Dimension Lines

ROW
 Address
 FDH Cabinet
 Parcel
 City Limits

0 25 50 100 US Feet

N ↑	PROJECT NAME:	ROL2_001_ROLLA_001B
	WORK ORDER ID:	ROL2_001_ROLLA_001B
	DATE:	10/18/2023
	REVISION:	0
	ENGINEER:	Bill Denkler

Grid 3 of 3
VF228 C

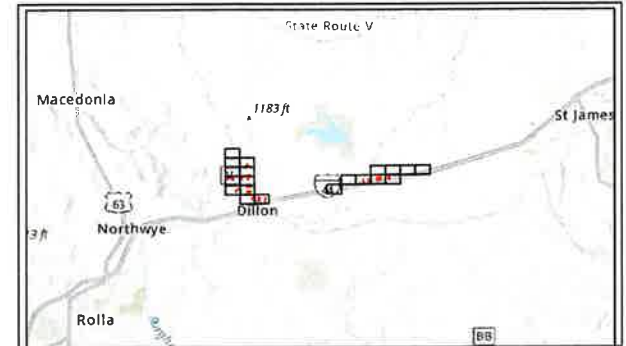
APTITUDE

Ervin Cable Construction LLC

MISSOURI
ONE CALL SYSTEM

PERMIT ID: ROL2_001_ROLLA_001

DATE RELEASED: 10/17/2023



VICINITY MAP

GENERAL NOTES:

*LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD EVALUATION MAPS OR OTHER DRAWINGS AND MAY NOT BE AS SHOWN OR DEPICTED ON THESE DRAWINGS

* UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN THE EVENT OF CONFLICT

*ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT AND REPAIR IF DAMAGED

*ANY AND ALL IMPROVEMENTS, SUCH AS ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC. IF DAMAGED, SHALL BE RESTORED TO ORIGINAL CONDITION

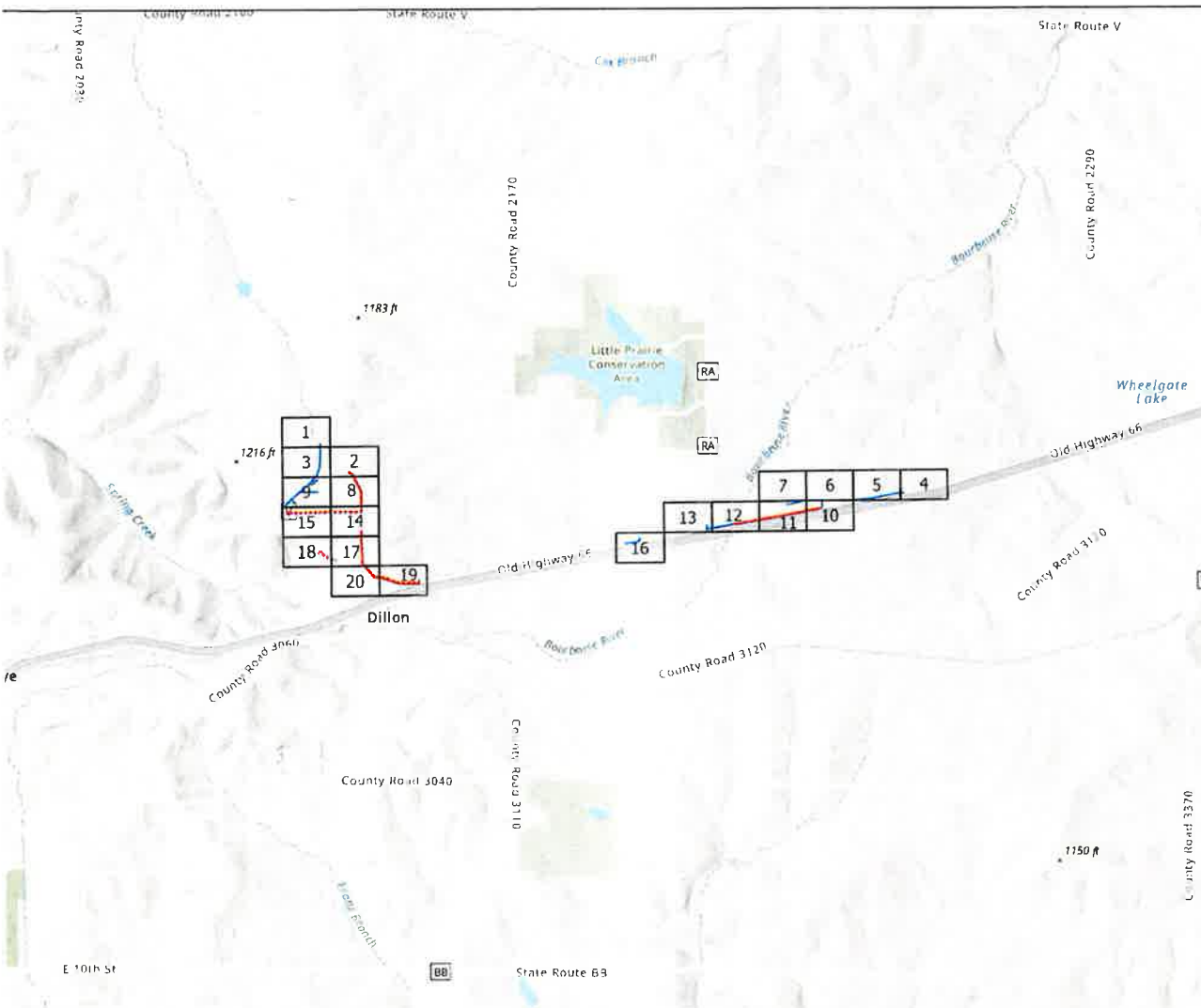
*SHORING OF BORE PITS AND TRENCHES IN ACCORDANCE WITH OSHA REGULATIONS IS MANDATORY

*Minimum Depths
Parallels 30"
Crossings 72"

*RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION. RIGHT OF WAY BOUNDARY MUST BE FIELD VERIFIED

*CONSTRUCTION AND PLACEMENT OF STRUCTURES WILL OCCUR WITHIN RIGHT OF WAY AND/OR UTILITY EASEMENTS. DISTURBANCE TO DRIVEWAYS, SIDEWALKS, LANDSCAPING, AND ANY OTHER STRUCTURES WITHIN RIGHT OF WAY WILL BE AVOIDED UNLESS NECESSARY TO CONSTRUCT

*ALL CONDUIT USED FOR UG INSTALLATION WILL BE 2" HDPE SDR 11 (UNLESS OTHERWISE NOTED)



LEGEND

- Conduit
- Fiber Cable
- Proposed Aerial
- Proposed Underground
- GRIDS

PERMIT ID:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	Bill Denkler, Operations Manager Aptitude Internet Solutions Cell: (573)-760-9775
REVISION:	0	

Ervin Cable Construction LLC

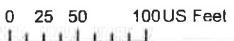


HWY-V Aerial Approved
Previously on MODOT Permit

117 FT

LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	Conduit
Proposed Underground	Pole
12" x 12"	Dimension Lines
17" x 24"	
24" x 36"	
30" x 60"	
Grids	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	Grid 1 of 20 VE228_C
REVISION:	0	
ENGINEER:	Bill Denkler	

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM

Sheet 3 Sheet 2



Deferred UG Build - Rolla Approval Needed

LEGEND	
ROW	FDH Cabinet
Address	Parcel
Fiber Cable	
12" x 12"	City Limits
17" x 24"	Proposed Aerial
24" x 36"	Proposed Underground
30" x 60"	Conduit
Pole	Dimension Lines
Grids	



N 	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
	ENGINEER:	Bill Denkler	

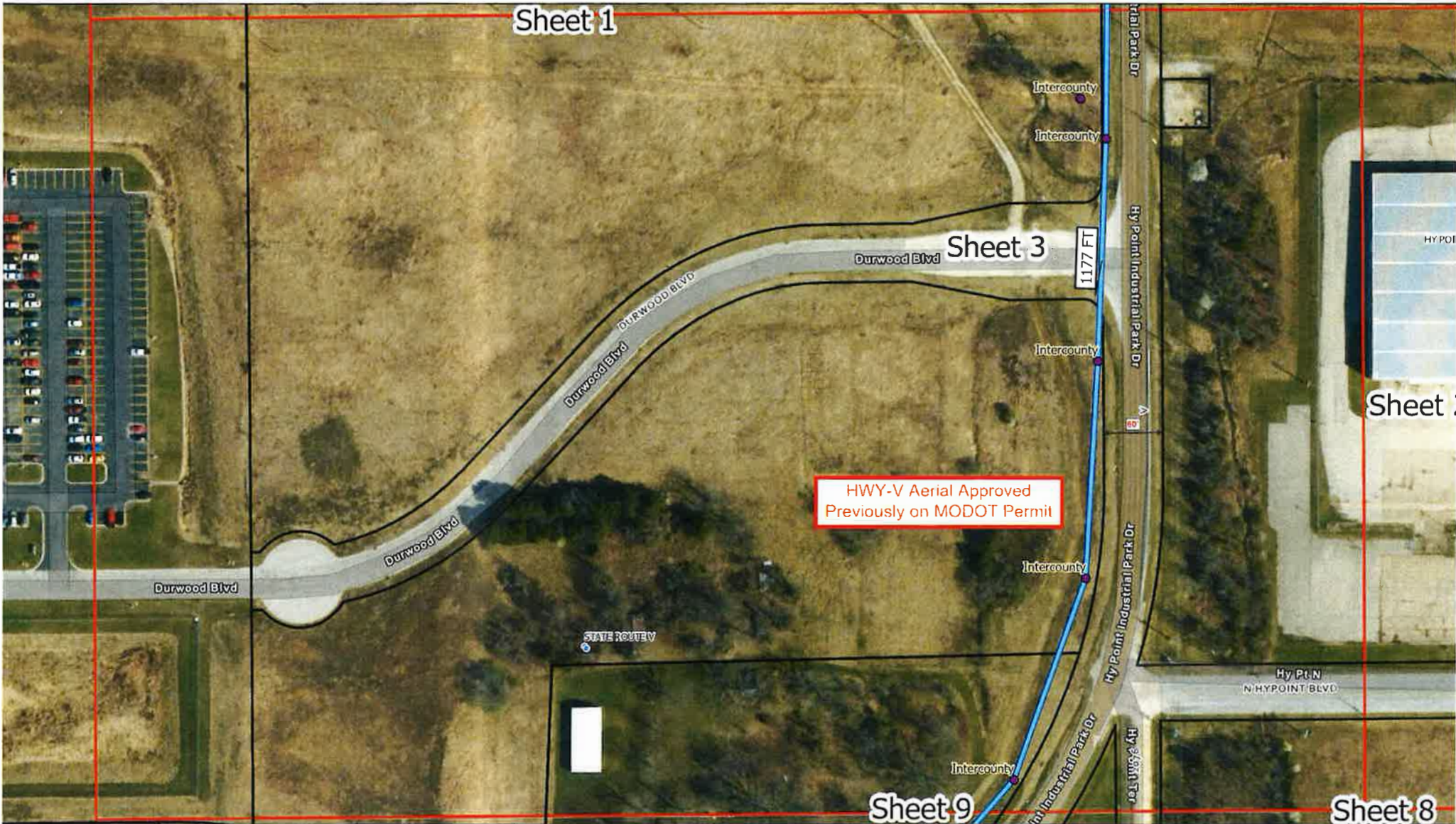
Grid 2 of 20

VF228_B

APTITUDE

Ervin Cable Construction LLC

MISSOURI
ONE CALL SYSTEM



HWY-V Aerial Approved
Previously on MODOT Permit

LEGEND

structure

- 12' x 12'
- 17' x 24'
- 24' x 36'
- 30' x 60'
- Pole
- Grids

Fiber Cable

- Proposed Aerial
- Proposed Underground
- Conduit
- Dimension Lines

FDH Cabinet
 Parcel
 City Limits

0 25 50 100 US Feet

N ↑	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
ENGINEER:	Bill Denkler		

Grid 3 of 20
VF228_A

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



HWY-44 Aerial Approved
Previously on MODOT Permit

LEGEND

ROW	FDH Cabinet
Address	Parcel
12' x 12'	City Limits
17' x 24'	
24' x 36'	
30' x 60'	
Pole	
15' x 3'	
Proposed Aerial	
Proposed Underground	
Conduit	
Dimension Lines	

0 25 50 100 US Feet

N ↑	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
ENGINEER:	Bill Denkler		

Grid 4 of 20
VF234 D

APTITUDE

Ervin Cable Construction LLC

MISSOURI
ONE CALL SYSTEM



HWY-44 Aerial Approved
Previously on MODOT Permit

LEGEND	
ROW	FDI Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	
Proposed Underground	
Conduit	
Pole	
Dimension Lines	

N 	PROJECT NAME:	ROL2_001_ROLLA_001
	WORK ORDER ID:	ROL2_001_ROLLA_001
	DATE:	10/17/2023
	REVISION:	0
	ENGINEER:	Bill Denkler

Grid 5 of 20

VF234 C

APTITUDE



ECCO

Ervin Cable Construction LLC

MISSOURI
ONE CALL SYSTEM





HWY-44 Aerial Approved
Previously on MODOT Permit

LEGEND

ROW	Address	FDH Cabinet
12' x 12'	Proposed Aerial	Parcel
17' x 24'	Proposed Underground	City Limits
24' x 36'	Conduit	
30' x 60'	Pole	
Grids	Dimension Lines	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	
REVISION:	0	
ENGINEER:	Bill Denkler	

Grid 6 of 20
VF233_D

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



HWY-44 Aerial Approved
Previously on MODOT Permit

1008 FT

LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	
Proposed Underground	
Conduit	
Pole	
Grids	
Dimension Lines	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	Grid 7 of 20 VF233_C
REVISION:	0	
ENGINEER:	Bill Denkler	

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



Deferred UG Build - Rolla Approval Needed

LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
12" x 12"	Proposed Aerial
17" x 24"	Proposed Underground
24" x 36"	Conduit
30" x 60"	Dimension Lines
Pole	
Grids	

0 25 50 100 US Feet

N ↑	PROJECT NAME:	ROL2_001_ROLLA_001
	WORK ORDER ID:	ROL2_001_ROLLA_001
	DATE:	10/17/2023
	REVISION:	0
	ENGINEER:	Bill Denkler

Grid 8 of 20
VF228_D

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	Proposed Underground
Conduit	Pole
Dimension Lines	

0 25 50 100 US Feet

N 	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
	ENGINEER:	Bill Denkler	

Grid 9 of 20
VF228 C

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



**HWY-44 Aerial & UG Approved
Previously on MODOT Permit**

LEGEND

ROW	Address	FDH Cabinet
12" x 12"	Proposed Aerial	Parcel
17" x 24"	Proposed Underground	City Limits
24" x 36"	Conduit	
30" x 60"	Pole	
Grids	Dimension Lines	

0 25 50 100 US Feet

N 	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
	ENGINEER:	Bill Denkler	

Grid 10 of 20

VG233_B

APTITUDE

Ervin Cable Construction LLC

MISSOURI
ONE CALL SYSTEM



HWY-44 & State Route Ra
Aerial Approved Previously on
MODOT Permit

LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
Proposed Aerial	
Proposed Underground	
Conduit	
Pole	
Grids	
Dimension Lines	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	
REVISION:	0	
ENGINEER:	Bill Denkler	
Grid 13 of 20		
VG232_A		

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



LEGEND

	ROW		FDH Cabinet
	Address		Parcel
	Proposed Aerial		City Limits
	Proposed Under ground		
	Conduit		
	Pole		
	Grids		
	Dimension Lines		

0 25 50 100 Feet

N 	PROJECT NAME:	ROL2_001_ROLLA_001
	WORK ORDER ID:	ROL2_001_ROLLA_001
	DATE:	10/17/2023
	REVISION:	0
	ENGINEER:	Bill Denkler

Grid 11 of 20
VG233_A

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



HWY-44 Aerial & UG Approved
Previously on MODOT Permit

LEGEND	
— ROW	FDH Cabinet
▲ Address	Parcel
Fiber Cable	
□ 12" x 12"	City Limits
□ 17" x 24"	
□ 24" x 36"	
□ 30" x 60"	
● Pole	
□ Grids	
— Proposed Aerial	
— Proposed Underground	
— Conduit	
↔ Dimension Lines	



N ↑ ↓ ↑ ↓	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
	ENGINEER:	Bill Denkler	

Grid 12 of 20

VG232_B

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM

Sheet 15

Sheet 14

Sheet 18

Sheet 19

Sheet 20

HWY-V Aerial Approved Previously on MODOT Permit

LEGEND

structure

- 12' x 12'
- 17' x 24'
- 24' x 36'
- 30' x 60'
- Pole
- Grids

Fiber Cable

- Proposed Aerial
- Proposed Underground
- Conduit
- Dimension Lines

ROW

Address

FDH Cabinet

Parcel

City Limits

0 25 50 100 US Feet



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	Grid 18 of 20 VG228_C
REVISION:	0	
ENGINEER:	Bill Denkler	

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



Deferred UG Build - Rolla
Approval Needed

LEGEND

ROW	FDH Cabinet
Address	Parcel
12" x 12"	City Limits
17" x 24"	
24" x 36"	
30" x 60"	
Pole	
Grids	
Proposed Aerial	
Proposed Underground	
Conduit	
Dimension Lines	

0 25 50 100 Feet

N 	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
	ENGINEER:	Bill Denkler	

Grid 19 of 20

VH229_A

APTITUDE



Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



Sheet 18

Sheet 17

Sheet 19

Deferred UG Build - Rolla Approval Needed



LEGEND

structure

- 12" x 12"
- 17" x 24"
- 24" x 36"
- 30" x 60"
- Pole
- Grids

Fiber Cable

- Proposed Aerial
- Proposed Underground
- Conduit
- Dimension Lines

ROW

Address

FDH Cabinet

Parcel

City Limits

0 25 50 100 US Feet



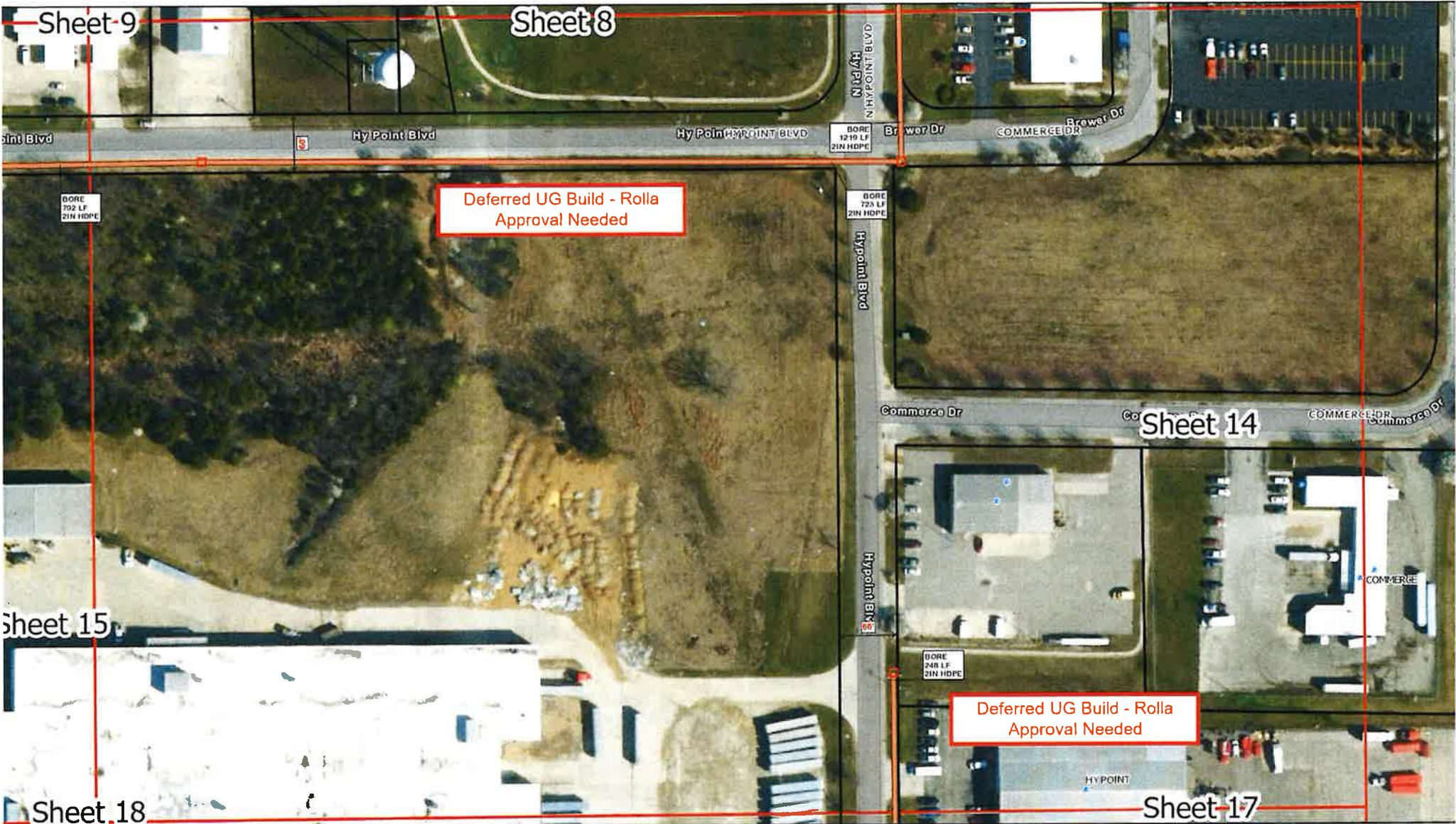
PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	Grid 20 of 20 VH228_B
REVISION:	0	
ENGINEER:	Bill Denkler	

Grid 20 of 20
VH228_B

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



Deferred UG Build - Rolla Approval Needed

Deferred UG Build - Rolla Approval Needed

LEGEND

ROW	FDH Cabinet
Address	Parcel
Fiber Cable	City Limits
12" x 12"	Proposed Aerial
17" x 24"	Proposed Under ground
24" x 36"	Conduit
30" x 60"	Dimension Lines
Pole	
Grids	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	
REVISION:	0	
ENGINEER:	Bill Denkler	

Grid 14 of 20

VG228 B

APTITUDE

Ervin Cable Construction LLC

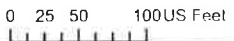
MISSOURI ONE CALL SYSTEM



Deferred UG Build - Rolla Approval Needed

LEGEND

ROW	FDI Cabinet
Address	Parcel
12" x 12"	City Limits
17" x 24"	
24" x 36"	
30" x 60"	
Pole	
Grids	
Proposed Aerial	
Proposed Underground	
Conduit	
Dimension Lines	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	
REVISION:	0	
ENGINEER:	Bill Denkler	

Grid 15 of 20

VG228_A

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



HWY-44 Aerial Approved
Previously on MODOT Permit

Sheet 16

461 FT

EGEND	— ROW	FDH Cabinet
structure	★ Address	Parcel
12' x 12'	Proposed Aerial	City Limits
17' x 24'	Proposed Underground	
24' x 36'	Conduit	
30' x 60'	Pole	
Grid	Dimension Lines	



PROJECT NAME:		ROL2_001_ROLLA_001
WORK ORDER ID:		ROL2_001_ROLLA_001
DATE:	10/17/2023	Grid 16 of 20 VG231_D
REVISION:	0	
ENGINEER:	Bill Denkler	

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM

Sheet 15

Sheet 14

Sheet 18

Deferred UG Build - Rolla
Approval Needed

Sheet 17

Sheet 20

Sheet 19

LEGEND

structure

- 12' x 12'
- 12' x 24'
- 24' x 36'
- 30' x 60'
- Pole
- Grids

Fiber Cable

- Proposed Aerial
- Proposed Underground
- Conduit
- Dimension Lines

ROW

Address

FDH Cabinet

Parcel

City Limits

0 25 50 100 US Feet

N	PROJECT NAME:		ROL2_001_ROLLA_001
	WORK ORDER ID:		ROL2_001_ROLLA_001
	DATE:	10/17/2023	
	REVISION:	0	
	ENGINEER:	Bill Denkler	

Grid 17 of 20

VG228_D

APTITUDE

Ervin Cable Construction LLC

MISSOURI ONE CALL SYSTEM



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Aviation Project Consultant Agreement

BUDGET APPROPRIATION \$50,000

DATE: 11/6/2023

COMMENTARY:

Attached is an ordinance that authorizes the Mayor to enter into an agreement with Woolpert, Inc for design services. This agreement is for geotechnical engineering to determine the scope of rehabilitating the taxiway at the Rolla National Airport. This agreement is for \$45,558.00. It will be reimbursed at 100% from non-primary entitlement funds. These funds are from the Federal Aviation Administration and administered by MoDOT.

Staff Recommends the 1st reading of the ordinance authorizing the Consultant Agreement with Woolpert, Inc for geotechnical services on the airport taxiway.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AVIATION CONSULTANT AGREEMENT CITY OF ROLLA, MISSOURI AND WOOLPERT, INC.

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 Aviation Project Consultant Agreement between the City of Rolla, Missouri and Woolpert, Inc, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 20th DAY OF NOVEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

Airport: Rolla National
MoDOT Project No.: 23-056A-1

Airport Name: Rolla National
Project No.: 23-056A-1
County: Maries/Phelps

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Woolpert, Inc. (hereinafter the "Consultant"), and the City of Rolla, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Rolla National Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Rolla National Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

Airport: Rolla National
MoDOT Project No.: 23-056A-1

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

Airport: Rolla National
MoDOT Project No.: 23-056A-1

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

Airport: Rolla National
MoDOT Project No.: 23-056A-1

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at

Airport: Rolla National
MoDOT Project No.: 23-056A-1

meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE

Airport: Rolla National
MoDOT Project No.: 23-056A-1

certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

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C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the

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percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

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(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICAB LE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABL E TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
Kansas City Testing and Engineering, LLC 1308 Adams Street Kansas City, KS 66103	Environmental Services	\$45,558.00	100%	45,558.00	100%
TOTAL DBE PARTICIPATION				\$45,558	100%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
N/A	N/A	N/A	N/A

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for

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inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

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(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **\$45,558.00**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved.

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This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests

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payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

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3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one

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hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

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B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with CAD 2108 (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not

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be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

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(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

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(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

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(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

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2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To

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ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was

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erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant

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fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:
All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):
The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

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1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid

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wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

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2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Right to Inventions - 2 CFR §200 Appendix II(F), 37 CFR § 401: Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Sponsor in any resulting invention as established by 37 CFR Part 401, Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements. This Agreement incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. The Consultant must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Phelps County, Missouri. The parties agree that this Agreement is entered into at Rolla, Missouri and substantial elements of its performance will take place or be delivered at Rolla, Missouri, by reason of which the Consultant consents to venue of any action against it in Phelps County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

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(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Mr. John Butz, City Administrator		
SPONSOR'S NAME	City of Rolla		
SPONSOR'S ADDRESS	901 North Elm Street Rolla, MO 65401		
PHONE	573.426.7948	FAX	
E-MAIL ADDRESS	jbutz@rollacity.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

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(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Joe Pestka, Planner Program Director II		
CONSULTANT'S NAME	Woolpert, Inc.		
CONSULTANT'S ADDRESS	931 Wildwood Drive, Suite 101 Jefferson City, MO 65109		
PHONE	573.636.3200	FAX	573.636.3201
E-MAIL ADDRESS	joe.pestka@woolpert.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

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

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(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.
- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

VI. C. 35

Airport: Rolla National
MoDOT Project No.: 23-056A-1

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the 26th day of October, 2023.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
Woolpert, Inc.

Sponsor:
City of Rolla

By: DocuSigned by:
Jason Virzi
88C68044F188434...
Signature

By: _____
Signature

Title: Vice President

Title: Mayor

ATTEST:

ATTEST:

By: DocuSigned by:
Laura Koonce
2400A783C07143F...
Signature

By: _____
Signature

Title: _____ Project Manager

Title: _____

Airport: Rolla National
MoDOT Project No.: 23-056A-1

EXHIBIT I

PROJECT DESCRIPTION

1. This project shall consist of the design of reconstructing Taxiway A, rehabilitating the taxiway connector, and rehabilitating the taxiway edge lighting. This project is expected to be bid in two separate packages. Bid Package No. 1 will consist of the Taxiway A reconstruction and taxiway connector rehabilitation. Bid Package No. 2 is expected to be bid out at a later date depending on funding, and that will consist of the taxiway edge lighting rehabilitation.

Airport: Rolla National
MoDOT Project No.: 23-056A-1

EXHIBIT II

SCOPE OF WORK

The Scope Work only includes the subconsultant geotechnical subsurface investigation for Bid Package No. 1, which does not include Consultant fees. See the attached geotechnical proposal titled Exhibit II-1.

Exhibit II-1 SOW of Work



September 20, 2023

Laura Koonce, P.E.
Aviation
laura.koonce@woolpert.com

RE: VIH Taxiway and Connector Reconstruction
Taxiway and Connector, Rolla National Airport
KCTE Proposal No. GP20-23-194 Updated

Ms. Koonce,

Kansas City Testing and Engineering, LLC (KCTE) is pleased to present this proposal to perform geotechnical engineering services for the proposed new VIH Taxiway and Connector Reconstruction, Rolla, MO.

Project Description

We understand the project consists of reconstruction of Taxiway A and Connector. This proposal is for geotechnical services including field exploration, laboratory testing, and geotechnical recommendations.



Scope of Services

KCTE proposes to perform sampling at 16 locations for the reconstruction. The borings will be drilled to the plan depth of 10 and 20 feet as depicted. KCTE will obtain standard penetration sampling or thin-walled tube samples of soils encountered as conditions warrant. Taxiway pavement will be cored with a 5" barrel. Rock will be cored with N sized core drilling techniques.

We understand that the site is accessible using a truck mounted drill rig and plan to utilize a CME 55 truck mounted drill rig for the exploration. KCTE will notify the public utilities to have them located prior to working on the site. KCTE understands that the client will be responsible for private utility locates and location of borings at the taxiway and connector locations. KCTE assumes access to recent and prior site survey results. KCTE will perform an Engineer site visit prior to the work.

A geotechnical engineering report will be prepared under the direction of a registered professional engineer. The report will include a copy of the boring logs, field and laboratory test results and geotechnical recommendations. The report will be limited to the following geotechnical items:

The borings will be drilled to determine the thickness of existing pavement layers, quantity, and extent of the different types of soil, the arrangement of soil layers, and the depth to bedrock and groundwater (if encountered) and obtain samples for laboratory testing. Boring logs shall be provided in accordance with AC 150/5320-6.

- Execute a laboratory testing program to determine the physical properties of the site soils and provide an estimate of the behavior under various conditions in accordance with AC 150/5320-6.
- California Bearing Ratio (CBR) of underlying subgrade material.
- Soil Reaction Modulus (k-value) of underlying subgrade material.
- Groundwater encountered.
- Swell/consolidation potential for the underlying soils (% swell).
- Gradation of subgrade materials including percent finer than 0.02mm.
- Atterberg limits of subgrade materials
- Frost Susceptibility

A geotechnical engineering report will be stamped and sealed and prepared under the direction of a registered professional engineer in accordance with AC 1505320-6. The report will include:

- Provide subgrade stabilization recommendations – include two options, if applicable, and if mechanical stabilization is an option. Include best stabilizing agents for soil type(s) and typical rate of application.
- Provide frost depth and soil frost group classification for pavement in accordance with FAA frost group classifications. Include frost susceptibility evaluation and pavement section recommendations, if any, to mitigate.
- Analyze the results of the field exploration and laboratory testing to develop pavement design criteria and provide associated geotechnical recommendations in accordance with current Advisory Circulars (ACs) for pavement design.
- Prepare a final report which summarizes the data obtained and laboratory testing performed, and provides analysis, conclusions, and recommendations. Include color photographs of bores.

Schedule

We anticipate starting the project 4-5 weeks after notice to proceed. Sitework will require 1 week to be completed, weather permitting. Laboratory work will require approximately 1 week, with a copy of the geotechnical report provided 2 weeks after the completion of the laboratory work.

Fees and Conditions

KCTE will perform the proposed work for the Not to Exceed of \$45,558.00 based on the above scope of work.

Add \$85.00 per foot for placement of four piezometers, not to exceed 40' in depth for each piezometer. Monitoring of the piezometers will be completed at a rate of \$1,095.00 per monitoring event. Monitoring events will occur once a month for six months so that a wet period and a dry period are observed. **Piezometers left in place for longer than 30 days may require registration with MDNR. Cost for this is also included but will only be billed if it is determined necessary. Assume piezometer installation occurs during initial geotechnical drilling event and a second mobilization will not be required.**

Estimated cost for 4 piezometers and 6 monitoring events is \$21,570.00.

Airport: Rolla National
MoDOT Project No.: 23-056A-1

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.
6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
10. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
11. Designate contact person (see Section (23)(A)).
12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JEFFERSON CITY MEMORIAL AIRPORT
JEFFERSON CITY, MISSOURI

DESIGN/BIDDING SERVICES
June 21, 2023

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Practice Operations Leader	0	\$ 112.00	\$ -
Consultant II	0	\$ 110.00	\$ -
Prgm Dir II	0	\$ 88.00	\$ -
Engineer Project Mgr IV	0	\$ 84.00	\$ -
Arch Project Mgr IV	0	\$ 84.00	\$ -
Quality Control Manager	0	\$ 78.00	\$ -
Prgm Dir I	0	\$ 76.00	\$ -
Arch Project Mgr II	0	\$ 54.00	\$ -
Engineer Project Mgr III	0	\$ 55.00	\$ -
Eng Designer II	0	\$ 49.00	\$ -
Billing Analyst Team Lead II	0	\$ 46.00	\$ -
Architectural Designer II	0	\$ 39.00	\$ -
Project Coordinator II	0	\$ 31.00	\$ -

Total Direct Salary Costs = \$ -

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD**

Percentage of Direct Salary Costs @ 169.68% = \$ -

3 **SUBTOTAL:**

Items 1 and 2 = \$ -

4 **PROFIT:**

15% of Item 3 Subtotal* = \$ -

*Note: 0-15% Typical

Subtotal = \$ -

5 **OUT-OF-POCKET EXPENSES:**

- a. Mileage 0 Miles @ \$0.655 / Mile = \$0.00
- b. Per Diem 0 Days @ \$59.00 / Day = \$0.00
- c. Lodging (Taxes & Fees included) 0 Nights @ \$115.00 / Night = \$0.00
- d. Travel & Airline Costs 0 Trips @ \$500.00 / Trip = \$0.00
- e. Auto Rental 0 Days @ \$85.00 / Day = \$0.00

Total Out-of-Pocket Expenses = \$0.00 Not to exceed

6 **SUBCONTRACT COSTS:**

a. Kansas City Testing & Engineering, LLC = \$45,558.00 = \$45,558.00 Not to exceed

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$ 45,558.00

**ROLLA NATIONAL AIRPORT
VICHY, MISSOURI
GEOTECHNICAL SERVICES**

BASIC AND SPECIAL SERVICES

October 20, 2023

Classification: Gross Hourly Rate:	Prgm Dir II \$272.92	Engineer Project Mgr IV \$260.51	Geospatial Project Mgr IV \$251.21	Engineer III \$241.90	Planner III \$217.09	Engineer Project Mgr II \$151.96	Engineer in Training II \$145.76	Geospatial Phase Mgr III \$142.66	Survey Office Tech IV \$105.44	Survey Field Tech II \$99.24	Project Coordinator II \$96.14	Other Costs	
A. BASIC SERVICES													
1. Preliminary Phase: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00	
2. Design Phase: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00	
3. Bidding Phase: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00	
PART A SUBTOTAL = \$0.00													
B. SPECIAL SERVICES													
1. Property Survey: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
2. Design Survey: Total = \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	(1,2,3,4) \$0.00
3. Update ALP: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
4. Land Acquisition Assistance: Total = \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$0.00
5. Geotechnical: Total = \$45,000.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	# of Hrs. \$0.00	(1,2,3,4) \$45,000.00
PART B SUBTOTAL = \$45,000.00													
GRAND TOTAL = \$45,000.00													

Exhibit V - 1

Exhibit V

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Computer Services
- (4) Vendor Services
- (5) Other (Identify)

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

- | | | |
|----|--|--|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| | 1. Submittal of Preliminary Design Report | 0 calendar days after receipt of NTP |
| | 2. Plans & Specifications | |
| | a. Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) | 0 calendar days after receipt of NTP |
| | b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding | 0 calendar days after receipt of review comments (MoDOT, FAA & Sponsor) |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|-----------------------|-------------|
| 1. | Construction Services | As Required |
|----|-----------------------|-------------|

SPECIAL SERVICES

- | | | |
|----|---------------------------------|--|
| A. | Field Survey-Property Survey | |
| | 1. Field Survey – Design Survey | 0 calendar days after receipt of NTP after receipt of NTP |
| B. | Geotechnical | 60 calendar days after receipt of NTP |

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Floyd Jernigan, ACTION REQUESTED: Award and 1st reading
Parks & Recreation Director

ITEM/SUBJECT: Bayless Field Lighting Project

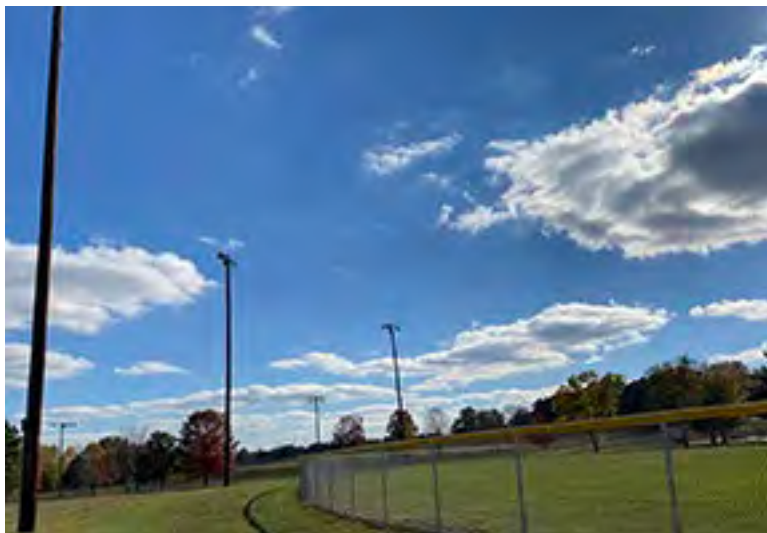
BUDGET APPROPRIATION (IF APPLICABLE) \$300,000

DATE: Nov. 6, 2023

COMMENTARY:

The current lighting system of metal halide fixtures was installed in 1982 on poles from 1967. This system is out of date and is problematic in getting replacement parts. We are proposing to replace with a more energy efficient LED system on 70-foot metal poles with new updated controls. The new lights will have surge and grounding protection. The lighting system is also within national “light spillage” guidelines and has visors to control glare. There will be some small savings in annual utility costs with a new LED system and bulb frequency replacement will be much better. Our current system was installed by Musco and has lasted 40 years. The project is set for completion by April 1. Direct mail notices were sent out to 29 bidders and notice was also placed in the local newspaper. These bids and the contract were reviewed and approved by the DED ARPA grant staff. Musco provides the majority of field lighting equipment in the region, including the recently completed Morgan field at our complex. Funding is from the ARPA grant. Projects in the grant include a permanent bathroom, replacement of the outdoor exercise stations along the BJP loop, and replacement and expansion of the BJP trail itself. Staff and the Parks Advisory Commission recommend the low bid by Musco.

Company	Description	Price
All Purpose Erectors/Musco Lebanon, Ill	Replacement of existing lighting system for 70 foot poles, LED fixtures, 25 year warranty	\$219,000
GeoSurfaces St. Gabriel, La.	Same	\$222,000



VII.A.1

ITEM NO. _____

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ 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: **Bayless Field Light Replacement**, 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 **Bayless Field Light Replacement**.

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 _____ \$ _____ 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 **\$100.00** 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

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Don Morris

Don Morris retired from Rolla Public Schools as a teacher and Assistant Basketball Coach. He was a Coach with the men's basketball at MS&T for 10 years. Don also served as Ward 4 City Councilman for 10 year. He has served a number of years on the Airport Board and Enhanced Enterprise Zone Board.