

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Tuesday, February 20th, 2024; 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
Councilwoman Higgins

I. PUBLIC HEARINGS –

- A. **Public Hearing** and **Ordinance** approving the application of a Planned Unit Development (PUD) overlay to property zoned C-2, General Commercial at 127 H-J Drive. (City Planner Tom Coots)
Public Hearing/First Reading

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Bike Friendly Community Award – Public Works Director Darin Pryor
- B. Life-saving award presentation – Chief Sean Fagan
- C. RMU FY2024 1st Quarter Report – RMU GM Rodney Bourne
- D. Introduction – Ms. Dawn Bell, Community Development Director

III. OLD BUSINESS –

- A. **Ordinance** authorizing an agreement with Forward Slash Technology for IT managed services. (Finance Director Steffanie Rogers) **Final Reading**
- B. **Ordinance** authorizing an agreement for Project 573 - FY 2024 Phase I Asphalt Improvements to Pierce Asphalt LLC (PW Director Darin Pryor) **Final Reading**
- C. **Ordinance** authorizing an agreement for Project 571 – 2024 Microsurfacing to Microsurfacing Contractors, LLC (PW Director Darin Pryor) **Final Reading**

IV. NEW BUSINESS –

- A. **Resolution** to approve the purchase of a storm siren and communications equipment through Federal Signal Safety Corporation. (Fire Chief Jeff Breen) **Motion**
- B. **Ordinance** to approve authorize Rolla Police Department to apply for free traffic safety grants through the Missouri Department of Transportation. (Chief Sean Fagan) **First and Final Reading Requested**
- C. **Motion** to award RFP for a New City Comprehensive Plan to H3 Studio. (Dev. Director Dawn Bell)
- D. **Motion** to approve street closures for St. Pat’s events. (PW Director Darin Pryor)

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

- A. **Ordinance** to approve the purchase of a tract of land on Olive Street near Green Acres Park. (City Administrator John Butz) **First Reading**
- B. **Motion** to approve the emergency truck purchase of a 2024 F450 for the Street Dept. from Hutcheson Ford. (PW Director Darin Pryor)

VI. **CITIZEN COMMUNICATION**

- A. Dan Sutterfield – Informational on anti-choking devices

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. **Motion** to reappoint Ed Schmidt to the Airport Advisory Committee for a 2 year term. (expires Feb 2026)
- B. **Motion** to reappoint Steve Mason to the Airport Advisory Committee for a 2 year term. (expires Feb 2026)
- C. **Motion** to reappoint Mike Matthews to the Airport Advisory Committee for a 2 year term. (expires Feb 2026)
- D. **Motion** to reappoint Terry Harris to the Industrial Development Authority for 6 year term. (exp. Mar 2030)
- E. **Motion** to reappoint Susan Wrasmann to the Parks Advisory Committee for a 3 year term. (exp. June 2026)
- F. **Motion** to appoint Joe Polizzi to the Public Works Board to fill the unexpired term of Albert Crump. (exp. Aug 2025)
- G. **Motion** to reappoint Don Morris to the Enhanced Enterprise Zone Board for a 4 yr. term. (exp. June 2027)
- H. **Motion** to reappoint Ben Tipton as the City’s representative to Rolla Regional Economic Committee (RREC) for a 3 year term. (exp. Dec 2026).

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

- A. Next Meeting Date, Monday, March 4th, 2024

IX. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- (1) legal (3) Personnel

X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): to apply a Planned Unit Development overlay to property zoned C-2, General Commercial at 127 H-J Drive

(PUD24-01)

MEETING DATE: February 20, 2024

Application and Notice:

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

Background:

The applicant seeks to redevelop the property for multi-family development, with some commercial space. The property was formerly the Howard Johnsons Motel. The property has been vacant for several years. The applicant has spent several years attempting to find a feasible use for the property. The applicant has decided the best use for the property is to reuse the existing structure and convert the former motel rooms into apartments and use a portion of the building and property for commercial uses.

The C-2, General Commercial district does allow for mixed-uses and does allow for multi-family uses. However, in both cases, the maximum density permitted is 26 units per acre. The proposed development would have 91 dwelling units and about 2600 sq. ft. of commercial area. The commercial is intended to allow any use in the C-2 district, but the applicant intends to use much of the commercial space for a coin laundry business space. No expansion of the building itself is proposed.

Property Details:

Current zoning - C-2, General Commercial
Current use - Vacant/former motel
Proposed use - Multi-family and commercial
Land area - 2 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on H-J Drive, a private drive with an access easement, which provides access to Hwy 72. The property also has frontage to ROW for Gale Drive, a local street, but the access has not yet been built. Connection to Gale Drive is proposed with the development. The property also has frontage on I-44, but no direct access.

Sidewalks - No sidewalks are located adjacent to the property. The property does not have frontage along a public street, other than I-44. Sidewalks may not be needed in this area.

Utilities - The subject property should have access to all needed public utilities. I.A.1

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Community Commercial uses.

Discussion: The idea of using the property for mixed-uses is permitted in the underlying zoning district. The issue is the density allowed. The project is proposed to meet all other zoning and development requirements. The C-2 district allows a maximum density of 26 units per acre, which would allow for 52 units. The applicant proposes to convert the existing building into 91 one-bedroom apartments, equal to about 45 units per acre.

Mostly the existing motel rooms would be converted into the apartment units. A few spaces, like the former indoor pool and unneeded stairwells would also be converted into units. The former motel had 80 rooms.

The project would include 100 parking spaces. The zoning code would only require a total of about 85 parking spaces, however, the applicant would provide additional parking since the property is not located close enough to the university to allow many residents to walk/bike. Most residents will likely have a car.

The multi-family use should not generate much different traffic numbers than the former motel use. The applicant plans to connect to Gale Drive to allow a second means of access. This would also allow residents to avoid the Hwy 72/I-44 area.

Renovations and reuse of this long neglected and unused property would have a positive impact on the immediate area. The existing building has been a nuisance for many years, attracting vagrants and vandals to the area.

The zoning code was recently revised and made major changes to the processes for PUD's. The Planning and Zoning Commission and City Council review the "Preliminary" PUD and may approve an ordinance to apply a PUD overlay on top of the existing underlying C-2 zoning. The approval would grant the right to use the property as shown on the site plan and in the PUD report, subject to any approved conditions of approval. The applicant would then be able to prepare the development plans.

The applicant would then submit a "Final" PUD plan for staff approval. Staff would review for any changes from the approved plan and determine if the changes are not substantial or substantial. If no substantial changes are proposed, the development may proceed. If any substantial changes are found, the applicant submit an application to amend the PUD with review and approval from the Planning and Zoning Commission and City Council.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on February 13, 2024 and voted 5-0 to find the request meets the criteria for approval; recommend approval of the PUD overlay with the condition that the north property line be adjusted by a Lot Line Adjustment subdivision application, or adequate cross-access/parking agreements or easements be created to allow for the parking to cross the platted lot line.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter, Application, PUD Report, Preliminary Development Plan, Ordinance



LAND USE APPLICATION

Contact Information:

Property Owner:

Akashkumar Patel
Name(s)
1502 Timberlane CT
Mailing Address
Rolla, Mo 65401
City, State, Zip
417-686-0660
Phone
Patelakash@hotmail.com
Email

Agent/Applicant (If Different Than Property Owner):

Name

Mailing Address

City, State, Zip

Phone

Email

Property/Request Information:

Request: Rezoning
 Planned Unit Development
 Conditional Use Permit
 Voluntary Annexation

127 Howard Johnson drive
Property Address/Location Rolla, MO 65401
C2 to PUD
Property Zoning (Current and Proposed)

Proposed Development/Project/Amendment

APPLICATION CHECKLIST:

City Staff Verifies

b
 NA
 b
 b
 x
 x

- Completed Application Form
- Agent Letter (If Applicable)
- Filing Fee - \$375 (Rezoning); \$600 (PUD); \$450 (Conditional Use Permit); \$600 (Annexation)
- Legal Description (Unplatted and Irregular Lots Only)
- Site Plan (If Applicable)
- Letter of Request/Project Report/Notarized Petition (Annexation) (If Applicable)

OFFICE USE ONLY:

PUD
Case No: 24.01

Submission Date: 1.12.24

DRC Meeting Date: 1.16.24

Advertise By: 1.25.24

PZ Hearing Date: 2.13.24

CC Hearing Dates: 2.20/3.4

I.A.3

INFORMATION:

Rezoning (Map Amendments) are reviewed to meet the following criteria:

1. Consistency with the intent of the Rolla Comprehensive Plan;
2. Changed or changing conditions that make the proposed rezoning necessary or desirable;
3. Compatibility of allowed uses with the uses permitted on other property in the immediate vicinity;
4. Reasonably viable economic use of the subject property; and
5. Relevant information submitted at the public hearing.

PUD's (Planned Unit Developments) are reviewed to meet the following criteria:

1. Criteria for rezoning (above);
2. Adequacy of existing utility services and facilities or ability to provide utilities and facilities;
3. Impact upon vehicular and pedestrian traffic safety;
4. Whether the intent and goals of the Planned Unit Development requirements are met (See 42.260); and
5. Relevant information submitted at the public hearing.

CUP's (Conditional Use Permits) are reviewed to meet the following standards:

1. Consistency with the intent of the Rolla Comprehensive Plan;
2. Compatibility of the proposed use, scale, and location with uses in the immediate vicinity;
3. Adequacy of existing utility services and facilities or ability to provide utilities and facilities;
4. Whether reasonable conditions may be imposed to mitigate any impacts to the immediate vicinity;
5. Impact upon vehicular and pedestrian traffic safety; and
6. Relevant information submitted at the public hearing.

Annexation are reviewed to meet the following criteria:


1. Conformity with the minimum statutory requirements;
2. Consistency with the Rolla Comprehensive Plan;
3. Adequacy of existing utility, city services, and facilities or ability to provide utilities, services, and facilities; and
4. Relevant information submitted at the public hearing.

Acknowledgement and Authorization:

The owner(s) understand and agree that the application will be placed on hold until a complete application and all required items on the checklist are received. The owner(s) understand and agree to permitting employees of the City of Rolla to enter the subject property for purposes of posting a yard sign(s), retrieving the yard sign(s), taking photographs of the property/building(s), and investigating the property for pertinent information related to the request. Should ownership of the property change after the application is submitted, authorization is required from the new owner to continue with the review of the request, or the request will be withdrawn from consideration. The undersigned understands that a full refund may be issued if the request is withdrawn within three (3) business days after the application; a partial refund may be considered if the request is withdrawn prior to the hearing.

Property Owner(s):

Applicant/Agent (If Different From Owner)

 Akashkumar Patel

Sign

Print

Sign

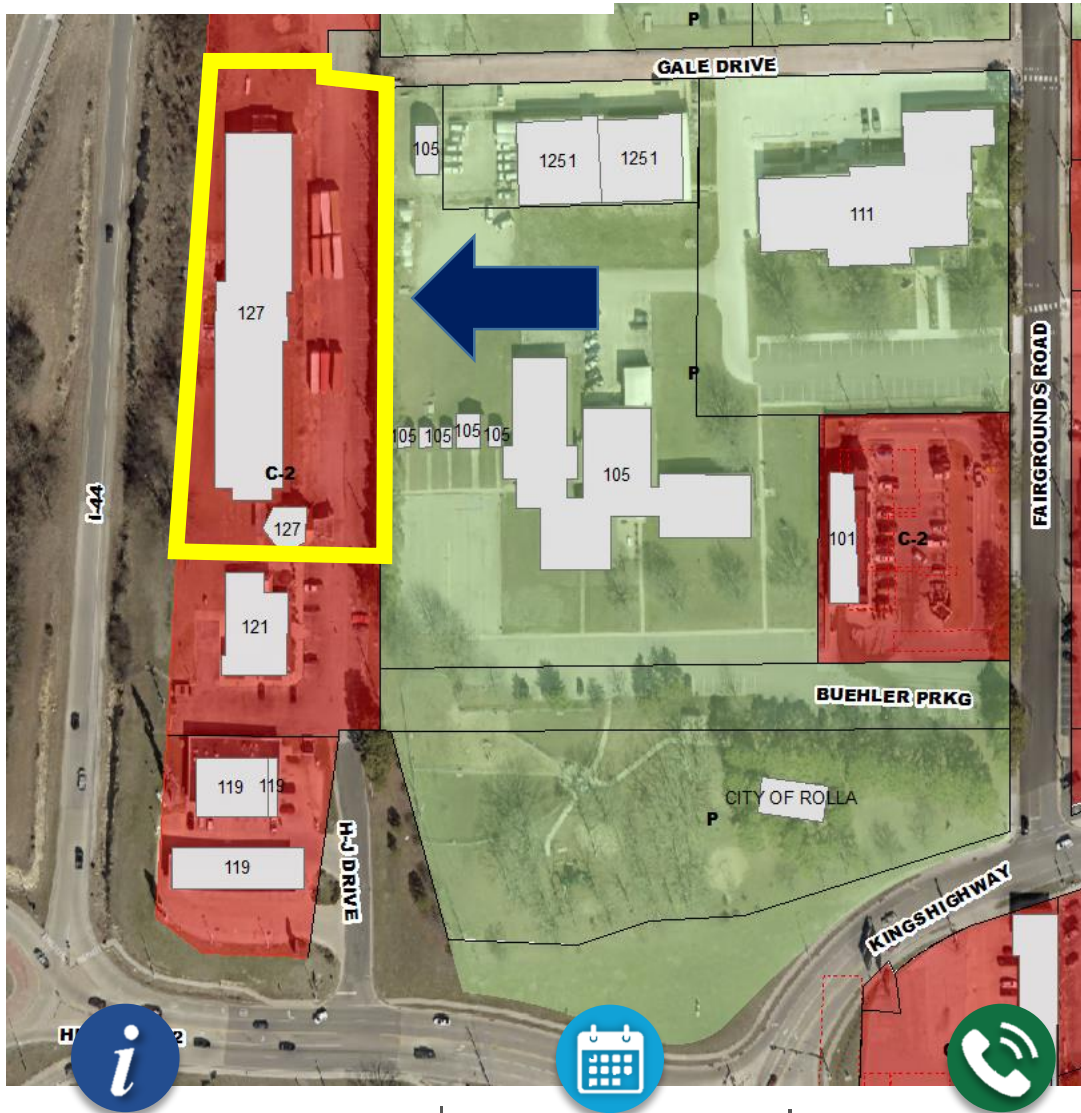
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Sign

Print

Sign

Print



Project Information:

Case No: PUD24-01
 Location: 127 H-J Drive
 (Old Howard Johnsons Motel)
 Applicant: Jaden Gurney
 Request:
 Rezoning to apply PUD, Planned Unit
 Development overlay to property zoned C-2,
 General Commercial for a mixed-use
 development

Public Hearings:

Planning and Zoning
 Commission
February 13, 2024
5:30 PM
 City Hall: 1st Floor

 City Council
February 20, 2024
6:30 PM
 City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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

I.A.5



Who and What is the Planning and Zoning Commission?

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

What is a Rezoning (Map Amendment)?

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

What is a PUD (Planned Unit Development)?

A PUD (Planned Unit Development) is a special zoning overly district that may be applied to a property. The approval includes a site plan. Use of the property is limited to the uses approved in the ordinance and site plan.

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.

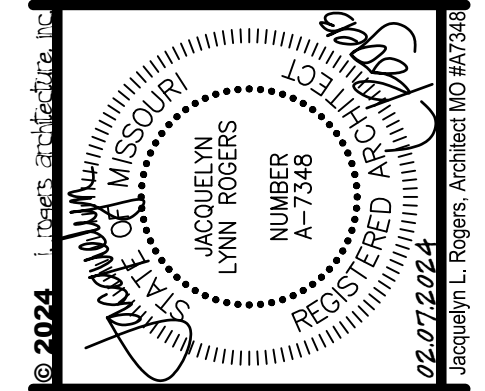
What If I Have More Questions?

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

LEGAL DESCRIPTION

Metha Estates, Lot 2,
Rolla, Phelps County,
Missouri





REVISION:

REVIEW COPY: 07 FEBRUARY 2024 NOT FOR CONSTRUCTION
 j. rogers architecture, inc. 125 W. Springfield St., P.O. Box 403, St. James, MO 65557, 573-265-6576

BUILDING REMODEL
 for AMP HOSPITALITY
 ROLLA, MO 65401, PHELPS COUNTY

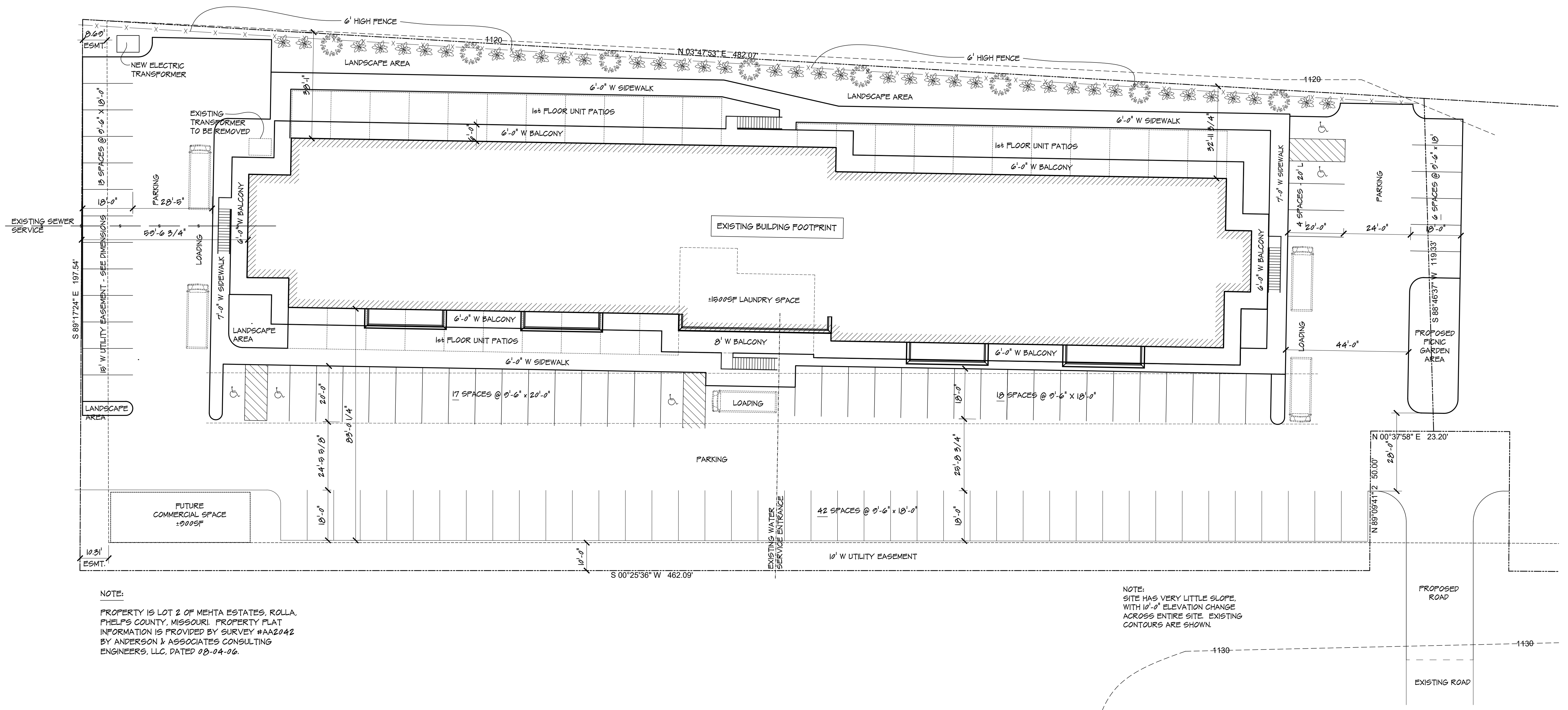
SITE PLAN

DRAWN BY: J. Powell
 CHECKED BY: J. Rogers
 SCALE: 1" = 20'-0"
 DATE: 02-07-2024

C1

OF 2 SHEETS

DESIGN INFORMATION	
# OF DWELLING UNITS	01 1-BEDROOM UNITS
TOTAL LAND AREA	2.0 ACRES + (.034 ADD'L LAND)
POSSIBLE FUTURE COMMERCIAL SPACE	±2,600 SF
# OF STANDARD PARKING SPACES	06 PARKING SPACES
# OF 8'x20' HANDICAP SPACES	0 SPACES + 3 ACCESS AISLES
TOTAL # OF PARKING SPACES	100 SPACES
# OF LOADING SPACES	05 LOADING SPACES

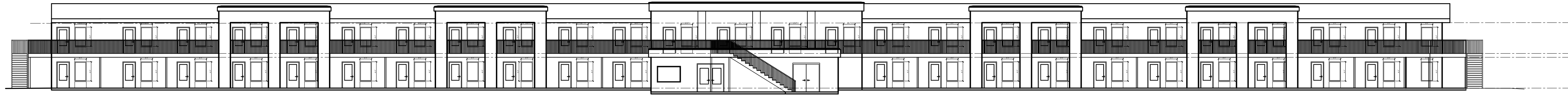


NOTE:
 PROPERTY IS LOT 2 OF MEHTA ESTATES, ROLLA, PHELPS COUNTY, MISSOURI. PROPERTY PLAT INFORMATION IS PROVIDED BY SURVEY #AA2042 BY ANDERSON & ASSOCIATES CONSULTING ENGINEERS, LLC, DATED 09-04-06.

NOTE:
 SITE HAS VERY LITTLE SLOPE, WITH 10' ELEVATION CHANGE ACROSS ENTIRE SITE. EXISTING CONTOURS ARE SHOWN.

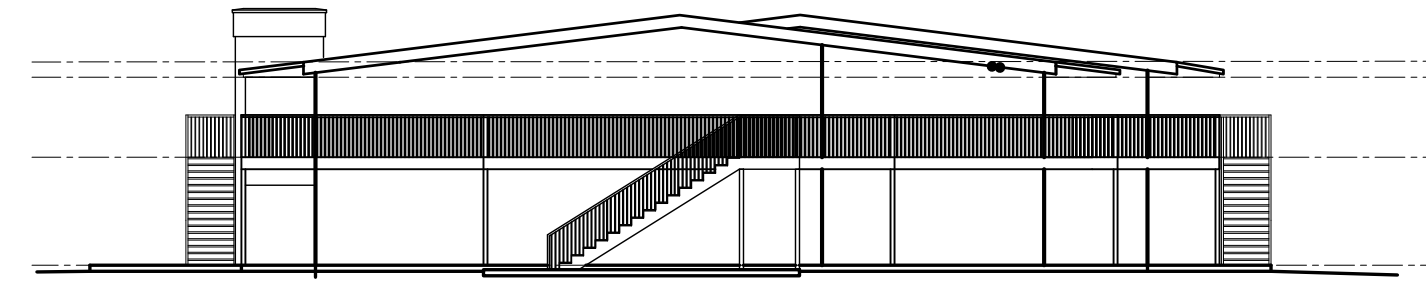
SITE PLAN
 1" = 20'-0"

1.A.7



EAST/FRONT ELEVATION

3/16"=1'-0"



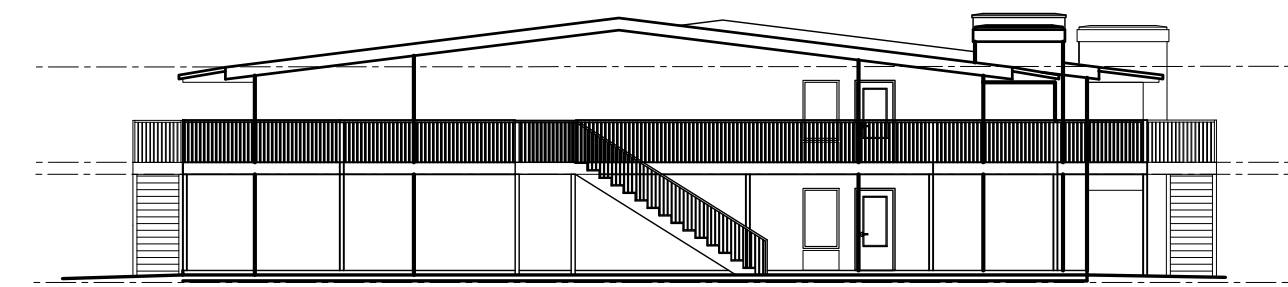
NORTH ELEVATION

1/16"=1'-0"



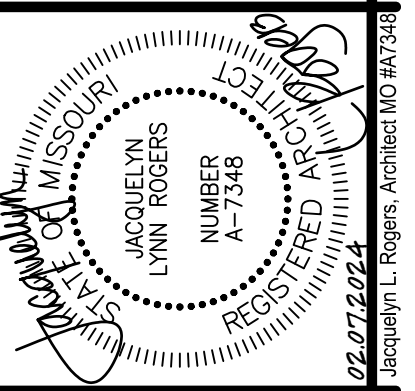
WEST/REAR ELEVATION

1/16"=1'-0"



SOUTH ELEVATION

1/16"=1'-0"



REVISION:

REVIEW COPY: 07 FEBRUARY 2024 NOT FOR CONSTRUCTION

j. rogers architecture, inc. 125 W. Springfield St., P.O. Box 403, St. James, MO 65557, 573-265-6576

BUILDING REMODEL
AMP HOSPITALITY
ROLLA, MO 65401, PHELPS COUNTY

ELEVATIONS

DRAWN BY:
epowell
CHECKED BY:
j. rogers
SCALE:
1/16"=1'-0"
DATE:
02.06.2024

A1

OF 2 SHEETS

PRELIMINARY PUD REPORT

Existing Building Renovation

for AMP Hospitality LLC
127 Howard Johnson Drive
Rolla, Missouri 65401

February 6, 2024

1) PARTIES INVOLVED:

APPLICANT: AMP Hospitality LLC
127 Howard Johnson Drive
Rolla, Missouri 65401

ARCHITECT: j. rogers architecture, inc.
125 W Springfield St.
St. James, MO 65559

MECH/ELECT ENGINEER: Sandin Engineering
2989 State Hwy. 25
Jackson, Missouri 63755

2) PROJECT DESCRIPTION:

This project intends to repurpose the existing previous Howard Johnson Hotel building into a new multi-family housing complex. The hotel contained eighty (80) sleeping units with exterior balconies/patios, an interior corridor, interior swimming pool, laundry area with meeting room above, various utility areas, and three (3) stairwells. The design will extend all sleeping rooms out to the existing balconies and inward to encompass the interior corridor to increase the unit sizes to create 1-bedroom housing units. The pool will be filled, and a 2nd floor structure added to create six 1-bedroom units. The meeting room and adjacent stair will be divided into three 1-bedroom units. The south interior stair will be removed, and new 1-bedroom units will be created from those spaces. The laundry will be changed to a coin-operated laundry. A new balcony will encircle the building with four (4) new exit stairs from the upper level. The lower level will have covered patios below at each unit. Four new vertical fascia walls with roofs will be added on the wings of the east façade and at the center of the east facade to add depth and interest to the structure. Parking will be added on the north and south ends of the building. The existing A-frame office structure will be removed. This remodel will create a total of ninety-one (91) housing units.

3) ZONING DIFFERENCES:

The property is currently zoned C2 which allows for a maximum of 26 housing units per acre. The site is 2.00 acres allowing for 52 housing units. The increased number of housing units will allow more revenue to make the renovation of this ±44,000 square foot project feasible.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 127 H-J DRIVE TO APPLY A PUD, PLANNED UNIT DEVELOPMENT OVERLAY TO PROPERTY ZONED C-2, GENERAL COMMERCIAL

(PUD24-01)

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 February 13, 2024 and recommended the City Council approve the rezoning of the subject property with conditions to be met prior to final approval; and

WHEREAS, the Rolla City Council, during its February 20, 2024 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 applying a PUD, Planned Unit Development overlay zoning classification to the following property situated within the City of Rolla, Missouri, described as follows:

Metha Estates, Lot 2, Rolla, Phelps County, Missouri

SECTION 2: The PUD approval includes the PUD Report and Preliminary PUD Development Plan as submitted, which shall govern the land use and development of the subject property in addition to the underlying zoning district.

SECTION 3: Approval of the ordinance is subject to the condition that the north property line be adjusted by a Lot Line Adjustment subdivision application, or adequate cross-access/parking agreements or easements be created to allow for the parking to cross the platted lot line.

SECTION 4: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 4TH DAY OF MARCH, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Award Presentation

ITEM/SUBJECT: Bicycle Friendly Community Award

BUDGET APPROPRIATION:

DATE: 2/20/2024

COMMENTARY:

The City of Rolla was recently awarded a “Bronze” Bicycle Friendly Community Award. Rolla is one of nine communities in Missouri to receive a Bicycle Friendly Community Award. This is the second time Rolla has received this award.

Since 2002, the League of American Bicyclists’ Bicycle Friendly America program has accepted over 2,100 applications for recognition and there are currently 480 Bicycle Friendly Communities awarded in all 50 states and the District of Columbia. We made the cut, while not every place has. It’s a testament to the community and our City Council for its dedication to seeing real change on the ground.

The League of American Bicyclists was founded in 1880 to build roads where more people could bike. Today, the organization leads the movement to create a Bicycle Friendly America for everyone. We’re proud to be a part of that with this award.

The League emphasizes that bicycling is a simple solution to many of the challenges we face in our country. Right now, as we face many challenges, it’s no wonder so many are turning to bicycling. As Rolla residents know well, bicycling is about mobility, sustainability, health and so much more - Bicycle Friendly Communities are great places to live, work and visit when possible.

The application to become a Bicycle Friendly Community was submitted by the Public Works Department with assistance from the BPAC committee. The list of BPAC members are in your packet.

BICYCLE PEDESTRIAN ADVISORY COMMITTEE MEMBERS

- Ken Kwantes (Chairman)
- Jacob Rohter
- Dennis Noel
- Jeremy Jamison
- Jonathan Garrrett
- Moriah Renaud
- Darin Pryor (Ex officio)
- Doug James (Ex officio)
- Hank Harper (Ex officio)
- Lacie Hammond (Ex officio)
- Tom Coots (Ex officio)
- Aimee Campbell (Ex officio)



Rolla, MO



Award: Bronze | Fall 2023

Award History: Bronze since 2019.

Previously received Honorable Mention in 2017 and No Award in 2004.

Rolla's BFA Program Stats

of Local Bicycle Friendly Businesses: **0**
 # of Local Bicycle Friendly Universities: **0**
 # of Local League Cycling Instructors: **0**
 Missouri's Bicycle Friendly State Ranking: **#45**

The 5 Es Category Scores	Rolla	Max Score this round
Engineering	18.34%	79.3%
Education	11.60%	76.3%
Encouragement	22.99%	87.5%
Evaluation & Planning	21.99%	78.0%
Equity & Accessibility	2.30%	70.5%

Scores are determined by points earned in each 'E' Category, weighted against comparable communities in the Fall 2023 BFC round. See pages 2-3 for your full subcategory points in each Category.

Key Outcomes

Overall Commuter Ridership: 0.5%

Male Commuter Ridership: 0.9%

Female Commuter Ridership: 0%

(Bicycle Mode Share among commuters, according to the Census Bureau's 2022 American Community Survey 5-Year Estimate.)

Bicycle Mode Share: Unknown

(Reported by applicant)

Annual Average Bicyclist Crashes in last 5 years: 1

Annual Average Bicyclist Fatalities in last 5 years: 0

(Crashes and Fatalities both reported by applicant)

Community Profile

Population: 19,559

Area: 12.12 square miles

Population Density: 1613.8 people/square mile

Land Classification:

Mixed Urban/Suburban/Rural

Poverty Rate: 23.2%*

Median Household Income: \$37,426*

Percent of the Population that Speaks a

Language Other Than English at Home: 17%*

Percent with Disability: 12.2%*

Percent of Households with No Vehicle Available: 3.3%*

*Source: https://data.census.gov/profile/Rolla_city,_Missouri?q=160XX-00US2962912

Rolla's Bike Links

Bike Network Map, if available:

PDF available upon request.

Bike Plan, if available:

<https://www.rollacity.org/info/pw/cip/bike-ped-improvements.pdf>

Fall 2023 BFC Public Survey Response Summary for Rolla, MO

Note: Rolla did not receive any responses to the BFC public survey in Fall 2023. The League strongly encourages BFC applicants to distribute the public survey as widely as possible the next time your community applies to the BFC program, to get input from as many cyclists – and potential cyclists – as possible.

How satisfied are you with how this community is designed for making bike riding safe? (n = 0)

Is it safe or dangerous to ride a bicycle in your neighborhood, or does it depend? (n = 0)



What is the number one change you would most like to see the local government make in this community for bicyclists? (n = 0)

About this Report Card

The following scores are based on the online application submitted by Rolla in the Fall 2023 Bicycle Friendly Community (BFC) submission round. These scores reflect a combination of automatically-generated points earned through the online application, as well as judge-assigned points and bonus points given by BFC reviewers.

The League updated its Bicycle Friendly Community application and awards criteria in 2022, after nearly a year of research, focus groups, interviews, listening sessions, and other outreach. The updated application includes a new section on Equity and Accessibility, and other changes throughout. As such, **this Bicycle Friendly Community Report card is a beta version** as we refine our new scoring system and develop a greater understanding of how to convey new information.

All Fall 2023 BFC Report Cards (including this one) will be republished with updated scores if there are significant changes to the points system after the next round of BFC applications. To learn more about the BFC application and awards criteria, please visit <https://bikeleague.org/community>.

ENGINEERING	<i>Rolla earned a weighted score of 18.34% in the Engineering Category. Below is the full breakdown of points that Rolla earned in each subcategory within the Engineering section, compared to the total points available in that subcategory from the Fall 2023 BFC application.</i>	
	Engineering Subcategories	Rolla's Subcategory Points in Engineering
	Policies and Design Standards for the Built Environment	3.5 / 41 pts
	End-of-Trip Facilities	1.5 / 44 pts
	Bicycle Network	10.2 / 128 pts
	Network Maintenance	15.3 / 32 pts
	Bicycle Access to Public Transportation	0 / 23 pts
	Bike Sharing	0 / 24 pts
	Other Bicycle-Related Amenities	0.5 / 6 pts
	Regional Coordination	5 / 23 pts
Engineering Bonus Points	2.5 / 10 pts	

EDUCATION	<i>Rolla earned a weighted score of 11.60% in the Education Category. Below is the full breakdown of points that Rolla earned in each subcategory of the Education section, compared to the total points available in that subcategory from the Fall 2023 BFC application.</i>	
	Education Subcategories	Rolla's Subcategory Points in Education
	Youth Bicycle Education	1 / 68 pts
	Adult Bicycle Education	4.8 / 47 pts
	Motorist Education	8.3 / 28 pts
	Bicycle Safety Education Resources	0 / 16 pts
	Inclusive Education	0 / 26 pts
Education Bonus Points	0.5 / 7 pts	

ENCOURAGEMENT	<i>Rolla earned a weighted score of 22.99% in the Encouragement Category. Below is the full breakdown of points that Rolla earned in each subcategory of the Encouragement section section, compared to the total points available in that subcategory from the Fall 2023 BFC application.</i>	
	Encouragement Subcategories	Rolla's Subcategory Points in Encouragement
	Encouragement Policies, Programs and Partnerships	0.7 / 17 pts
	Route-Finding Support	3 / 10 pts
	Bicycle Culture and Promotion	17 / 91 pts
	Access To Bicycle Equipment and Repair Services	6.3 / 35 pts
	Reducing Work-Related/Fleet VMT	0 / 11 pts
Encouragement Bonus Points	1.5 / 7 pts	

EVALUATION & PLANNING	<i>Rolla earned a weighted score of 21.99% in the Evaluation & Planning Category. Below is the full breakdown of points that Rolla earned in each subcategory of the Evaluation & Planning section, compared to the total points available in that subcategory from the Fall 2023 BFC application.</i>	
	Evaluation & Planning Subcategories	Rolla's Subcategory Points in Evaluation & Planning
	Staffing And Committees	7 / 35 pts
	Public Engagement for Bicycle Planning	1 / 35 pts
	Planning, Funding, And Implementation	10.4 / 46 pts
	Evaluating The Bicycle Network	0.5 / 25 pts
	Evaluating Ridership	-0.3 / 20 pts
Evaluating & Improving Safety Outcomes	6.8 / 42 pts	
Evaluation & Planning Bonus Points	3 / 15 pts	

EQUITY & ACCESSIBILITY	<i>Rolla earned a weighted score of 2.30% in the Equity & Accessibility Category. Below is the full breakdown of points that Rolla earned in each subcategory of the Equity & Accessibility section, compared to the total points available in that subcategory from the Fall 2023 BFC application.</i>	
	Equity & Accessibility Subcategories	Rolla's Subcategory Points in Equity & Accessibility
	Equity & Accessibility Staffing, Committees, & Partnerships	1.8 / 24 pts
	Equity Data Collection & Goals	0 / 27 pts
	Equity & Accessibility Policies & Plans	0 / 21 pts
	Equity & Accessibility in Engineering	0.3 / 44 pts
	Equity & Accessibility in Education	0 / 52 pts
	Equity & Accessibility in Encouragement	1 / 42 pts
Equity & Accessibility in Evaluation & Planning	0.3 / 51 pts	
Equity & Accessibility Bonus Points	0 / 9 pts	



Rolla, MO

Award: Bronze | Fall 2023 | Award History: Bronze since 2019. Previously received Honorable Mention in 2017 and No Award in 2004.

FEEDBACK TO IMPROVE:

To maintain and improve on Rolla's Bronze-level Bicycle Friendly Community award, BFC Reviewers recommend...

- » Continue to expand and improve Rolla's low-stress on-road bike network and ensure that your community follows a bicycle facility selection criteria that increases separation and protection of bicyclists based on levels of motor vehicle speed and volume, to maximize safety and comfort for bicyclists of all ages and abilities. Identify gaps and add new facilities that complete and expand the bicycle network, and work to upgrade existing facilities, such as by converting bike lanes into protected bike lanes, and upgrading roads with sharrows into dedicated bicycle boulevards.
- » Strengthen the City's 2017 Complete Streets Resolution by creating and adopting a more formal Complete Streets ordinance with specific guidelines and goals for implementation. It is important to ensure that there is a strong implementation and compliance process for this new policy going forward. By adopting a Complete Streets policy, communities direct their transportation planners and engineers to routinely design and operate the entire right-of-way to enable safe access for all users, regardless of age, ability, or mode of transportation. To increase transparency, post your Complete Streets resolution or ordinance online.
- » Develop a design manual for bike facilities that meets current national standards or adopt the FHWA's Small Town and Rural Multimodal Network Guide or NACTO's Urban Bikeway Design Guide. This will make it easier for City staff to propose and implement bicycle facility designs that have been shown to improve conditions for people who bike in other similar communities throughout the United States.
- » Lower speed limits -- and designed speeds -- on residential streets to 20 mph or less. Introduce road diets and traffic calming measures to ensure compliance. Develop a system of bicycle boulevards, utilizing these quiet neighborhood streets, that creates an attractive, convenient, and comfortable cycling environment welcoming to cyclists of all ages and skill levels. Use the Bicycle Boulevards section of the NACTO Urban Bikeway Design Guide for design guidelines.
- » Increase the amount of high quality bicycle parking throughout the community. Conduct a bike parking study or audit to determine current conditions of bike parking, both in terms of quality and quantity. Adopt a bike parking ordinance for new and existing buildings that specifies the amount and location of secure, convenient bike parking available. Develop community-wide Bicycle Parking Standards that adhere to current APBP guidelines. (See www.apbp.org/bicycle-parking-solutions).
- » Work with local residents with disabilities and/or disability rights organizations to discuss and learn how the city's bicycling efforts can further improve accessibility for cyclists with disabilities and incorporate principles of universal design. Conduct an accessibility audit of your bike infrastructure and end-of-trip facilities, and work to build more intentional inclusion of people with disabilities during your community's outreach, engagement, and planning processes.
- » Bicycle safety education should be a routine part of education for students of all ages, and schools and the surrounding neighborhoods should be particularly safe and convenient for biking and walking. Work with local bicycle groups and interested parents to create Safe Routes to School programming and on-bike learning opportunities at all K-12 schools. Providing bicycles in schools for on-bike education is strongly encouraged to ensure that all students can learn to safely ride a bicycle regardless of the avail-



Rolla, MO

Award: Bronze | Fall 2023 | Award History: Bronze since 2019. Previously received Honorable Mention in 2017 and No Award in 2004.

FEEDBACK TO IMPROVE, CONTINUED:

ability of a bicycle in their household. Appoint or hire a dedicated Safe Routes to School Coordinator to lead these efforts.

- » Develop bicycle education opportunities for adults. Consider ways to target demographics who currently do not feel safe riding with classes or events that address their concerns and create an inclusive, welcoming environment.
- » Increase the number of local League Cycling Instructors (LCIs) in your community, either by hosting an LCI seminar or sponsoring a City staffer or local bike advocate to attend an existing seminar elsewhere. Having several active instructors in the area will enable you to expand cycling education for youth and adults, recruit more knowledgeable cycling ambassadors, deliver Bicycle Friendly Driver education to motorists, and have experts available to assist in encouragement programs. Visit bikeleague.org/ridesmart for more information.
- » Develop education and encouragement outreach methods and programs that specifically target families, women, seniors, low-income, and non-English speaking communities, in addition to general non-targeted outreach and media campaigns that discuss current and new bicycle facilities, safe driver and bicyclist behavior, and events related to walking and biking.
- » Encourage more local businesses, agencies, and organizations to promote cycling to their employees and customers and to seek recognition through the Bicycle Friendly Business program. City Hall or other municipal buildings could apply to the BFB program as an employer to lead by example among other Rolla-area employers.
- » Increase the amount of staff time spent on improving conditions for people who bike and walk, either by creating a new dedicated position or expanding the responsibilities of current staff. Ensure that this position is well supported with training and professional development opportunities to stay up-to-speed on the latest best practices and safety guidelines for bicycle planning, outreach, and infrastructure.
- » Develop new tools or systems to inform, consult, involve, collaborate with, and empower citizens to become more engaged in the bicycle planning process. See the International Association for Public Participation's Spectrum of Public Participation for more information and resources.
- » Conduct a connectivity analysis and network quality evaluation of your existing bicycle network, and work to identify and fill any gaps. Establish a performance measurement program for bicycling and/or active transportation infrastructure. See FHWA's resources on these topics: https://bit.ly/FHWA_connectivity and https://bit.ly/FHWA_bikepedPMs.
- » Create a bicycle count program that utilizes several methods of data collection to create an understanding of current bicyclists and the effects of new facilities on bicycling in Rolla. Automated bicycle counters provide long-term data on bicycle use at fixed points in a community and mobile counters can provide periodic or before/after data related to a change in your community's road or bicycle network. Observational counts and surveys can supplement automated data in order to collect demographic information and examine social equity goals.



Rolla, MO

Award: Bronze | Fall 2023 | Award History: Bronze since 2019. Previously received Honorable Mention in 2017 and No Award in 2004.

FEEDBACK TO IMPROVE, CONTINUED:

- » Consider what other local community groups exist in Rolla who may be good potential partners to reach new audiences and build on existing bike education, encouragement, and engagement efforts. Question F4 on the BFC application provides a wealth of suggested community partners for you to consider, beyond the existing bike clubs and organizations that are already active in this space.
- » Establish equity-related indicators to inform future prioritization and budgeting processes, particularly as your community develops new plans, policies, and design guidelines.
- » Request technical assistance from your state DOT to help with TAP projects, and look into the Missouri TAP competition to identify funding opportunities for infrastructure and programming, including Safe Routes to School efforts and staff time. Learn more at <https://data.bikeleague.org/show-your-data/state-data/new-for-2023-state-funding-fact-sheets/>.

MORE RESOURCES FOR IMPROVING YOUR COMMUNITY:

- » **Guide to this BFC Report Card:** <https://bit.ly/BFC-Report-Card-Guide-Fa23>
- » **League of American Bicyclists:** <https://www.bikeleague.org>
- » **Bicycle Friendly Community (BFC) Program:** <https://bikeleague.org/community>
- » **Resources for Building a Bicycle Friendly Community:** https://bikeleague.org/BFC_Resources
- » **About the BFC Application Process:** <https://bikeleague.org/content/about-bfc-application-process>
- » **The Five E's:** <https://bikeleague.org/5-es>
- » **The BFC Ideabook and Map:** <https://bikeleague.org/BFCIdeaBook>
- » **The League's Benchmarking Project on Biking & Walking Data and Reports:** <https://data.bikeleague.org>
- » **Bicycle Friendly State Rankings and Report Cards:** <https://bikeleague.org/state>
- » **Bicycle Friendly Business (BFB) Program:** <https://bikeleague.org/business>
- » **Bicycle Friendly University (BFU) Program:** <https://bikeleague.org/university>
- » **Smart Cycling Education Program:** <https://bikeleague.org/ridesmart>
- » **National Bike Month Resources:** <https://bikeleague.org/bikemonth>
- » **Advocacy Reports and Resources from the League:** <http://bikeleague.org/reports>
- » **Federal Funding Resources from the League:** <https://bikeleague.org/federal-funding-resources/>
- » **Pedestrian and Bicycle Funding Opportunities from U.S. DOT Transit, Safety, and Highway Funds:** https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.pdf
- » **U.S. DOT Navigator:** <https://www.transportation.gov/dot-navigator>

2024

Fiscal Year 1st Quarter Report



Rolla Municipal Utilities

Provided to Rolla City Council

February 20, 2024

II.C.1

TABLE OF CONTENTS

<i>Board of Public Works Statement</i>	3
<i>First Quarter Financial Recap</i>	4
<i>Status of Pending Projects</i>	5-6
<i>MPUA Updates / Miscellaneous</i>	7



A STATEMENT BY THE BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

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

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

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

Rolla Board of Public Works

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

FIRST QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

	1st Quarter FYTD 2023	1st Quarter FYTD 2024	CHANGE
OPERATING REVENUES	\$7,273,504	\$7,689,070	\$415,566
OPERATING EXPENSES	(\$8,677,335)	(\$7,750,895)	\$926,440
OPERATING INCOME	(\$1,403,831)	(\$61,825)	\$1,342,006
OTHER INCOME & EXP.	\$294,923	\$562,274	\$267,351
NET INCOME / LOSS	(\$1,108,908)	\$500,449	\$1,609,357

Upon completion of the first quarter of Fiscal Year 2024, we are showing operating loss of \$61,825. This is a decrease of \$1,342,006 from the 1st quarter of 2023.

Total operating expenses for the 1st quarter of 2024 was \$7,750,895. This is down \$926,440 from the 1st quarter of 2023.

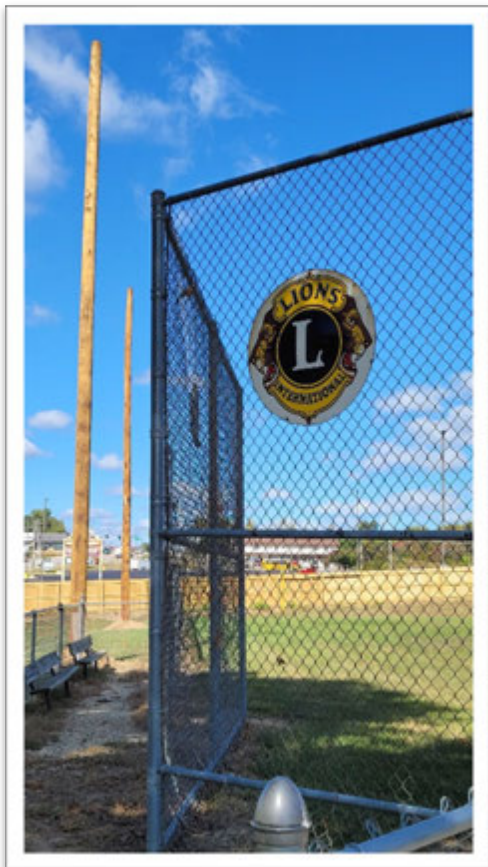
Total Net Income for the 1st quarter of 2024 was \$500,449 which is a gain of over \$1.6M from 2023. This is largely attributed to the milder temperatures, decrease in purchased power and small rate increases effective October 1, 2023.



STATUS OF RMU PROJECTS

ELECTRIC DEPARTMENT

- Rolla Senior Apartments – 1101 McCutchen
Replacement of underground primary. Converted from 4 kV system to 12 kV.
- Tower Road Substation
Failure in cubicle happened January 30, 2023. Lengthy wait for parts. Replaced circuits, conductors, main breaker. Completed in October.
- Lion's Club Baseball fields
Installed light poles around perimeter of fields - In coordination with Rolla Youth Baseball.
- Generators
Installation of louvers over openings in containers to better retain heat in the units when not in operation.
- Upcoming Projects
 - a. MS&T Protoplex
 - b. Development areas – Lewis Lane, Sunny Drive, Ann Lee Estates, Hypoint area
 - c. Repairs to and replacement of poles identified by pole audit, as needed.
 - d. Additional pole attachments by multiple companies expanding telecommunication infrastructure in Rolla.
 - e. Installation of services, pole replacements & other work as needed to accommodate installation of new meter reading equipment being installed by Ameren.
 - f. Aesthetic changes – Removal of overhead services not in use.



WATER DEPARTMENT

- Replacement of old water main
 - a. Avon Court
 - b. Vienna Road
 - c. Sycamore Drive from Cypress Drive to Cedar Hill Court – In Progress
- Fire Hydrants – Painting hydrants within City of Rolla
- Nagogami Pressure Zone
 - Engineering Study for water distribution system improvements to development area(s) north of I-44
- Lead Service Line inventory
- Upcoming Projects – Replacement of old water main
 - a. Eastwood Drive
 - b. Elmwood Drive
 - c. Cedar Hill Court
 - d. Mimosa Court
 - e. South Olive Street



FIBER

- 9th Street Conversion – Converting overhead to underground 9th & Rolla Street to 10th & State Street
- Nagogami Substation to Nagogami Standpipe – Extension of fiber system to reduce reliance on radios.
- Extensions of fiber optic system for service providers to provide service to new customers.

MPUA/MoPEP UPDATES

- Bourne testified at the State Capitol on Thursday, October 19th at the Task Force for Distributed Energy Resources and Net Metering. This Task Force was created by the legislature to primarily study net metering in the state, whereas the state statute has remained unchanged since inception in 2007. Greg Beavers, Farmington City Administrator, is on the Task Force representing municipal utility interests. Bourne's testimony primarily covered Net Metering and Solar Energy with a focus on consumer protections as they relate to installation issues we have seen in Rolla.
- Grain Belt Modification - There was a recent filing by Invenenergy to relocate and increase the size of the converter station in Missouri which has been approved by MoPSC. The inverter will now be located near Moberly and the capacity was increased from 500MW to 2,500MW.
- Ameren Missouri filed a petition with MoPSC for early retirement of Rush Island Coal Plant (October 2024). Rush Island is a 1,178MW facility, and if retired, will leave Ameren MO with two coal facilities remaining (Labadie and Sioux). This is using a new provision in state law that allows Ameren to write off \$500M in facility debt which includes lost revenue and life of plant costs (2039) and savings to customers for issuing debt vs. amortizing the remainder of its expected life in retail rates. It is not clear how this early retirement may affect grid reliability in the region which we will monitor for updates.
- Demand Side Resources - Discussion on Demand Voltage Regulation, Thermostats and Energy Efficiency incentives. Demand Voltage Reduction can reduce system distribution losses by adjusting substation voltages based on end-of-line voltage signals. This typically requires an AMI system to obtain real time signals. A customer-controlled thermostat program would allow us to control customer thermostats (who voluntarily sign up for the program) during peak load periods. These programs are currently widely implemented by the IOUs. One vendor can also operate EV charging control through the same software. Also discussed were various Energy Efficiency incentive programs. No action was taken by MoPEP.
- Time-of-use rates, which are being utilized more frequently by utility companies, have come to the attention of legislators due to Evergy's initial drastic difference between the high-cost rate during peak times and the nighttime rates. Legislation has been filed to crack down on the Public Service Commission's ability to approve these rate structures and limit the rates of Investor-owned Utilities (IOU's) moving forward.

MISCELLANEOUS

- Operations Software – Expected date to implement customer portion is March 15, 2024.
- Prairie State Energy Campus with local and state representatives
- Leak Detection Survey Results
- Community Outreach

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Steffanie Rogers **ACTION REQUESTED:** Ordinance – Final Reading
Finance Director

DATE: February 20, 2024 **BUDGET APPROPRIATION:** \$ 125,000.00 +/-

SUBJECT: An IT Managed Service Provider (MSP) Agreement

COMMENTARY:

In December 2023, the Council approved a motion to award IT managed services to Forward Slash Technology and allow staff to begin negotiations for a specific contract for City Council review.

Attached is an ordinance that authorizes the Mayor to enter into an agreement with Forward Slash Technology for IT managed services. This agreement provides a detailed listing of services available to the City of Rolla. However, moving forward into FY2024, the two (2) fixed costs are:

- Onboarding - \$21,498.50 (one-time cost)
 - Meet with each department to discuss individual needs.
 - Create an asset list for all equipment.
 - Review current software licenses and technology used.
 - Review current processes and procedures.
 - Meet with management with a consolidate review and proposed plan.

- Monthly Support – \$6,500 per month (\$78,000 annually).
 - Ticketing system – consolidated tracking system for City staff and MSP.
 - Unlimited help desk access with 24/7 availability.
 - Asset management system - 20% per year replacement strategy.
 - Vendor management – internet, software, phones, printers, copiers, etc.
 - No cost for travel time, if needed.

The service agreement can be terminated by either party with ninety (90) day notice. Recommended services included in the agreement will be compared with existing technology and processes to assess what is needed. Items in compliance will remain the same but other services may be added based on City needs and budget.

Staff recommends the final reading of the ordinance authorizing an agreement with Forward Slash Technology for IT managed services.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN IT MANAGED SERVICES PROVIDER AGREEMENT BETWEEN CITY OF ROLLA, MISSOURI AND FORWARD SLASH TECHNOLOGY.

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 IT Managed Services Provider Agreement between the City of Rolla, Missouri and Forward Slash Technologies, 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 FEBRUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Services Agreement

This Services Agreement ("Agreement") is made and entered into this 01/01/2024 (hereinafter "Effective Date"), by and between Forward Slash Technology, LLC (hereinafter "FST"), a Missouri Corporation located at 13610 Barrett Office Drive, 9G, St. Louis, MO 63021 and

The City of Rolla, Missouri (hereinafter "Client"), a Missouri

Corporation LLC Gov Non Profit Other _____

located at 901 North Elm, Rolla, MO 65401.

WHEREAS, FST is engaged in the business of providing a full range of Information Technology Services and functions; and

WHEREAS, Client desires to retain FST to perform Information Technology Services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

Contracted Services

We agree to provide the services ("Services") described in the accompanying and future engagement agreement(s) (i.e. Statements of Services, Statements of Work ("SOW"), Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s)) including any modifications or additional agreements in accordance with the terms herein. Any such future approved Services shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, the parties shall prepare and sign an amended or new Services Agreement, which likewise shall be attached hereto and incorporated herein by reference.

Initial Statement of Services

Addendum A: Service Level Agreement, Addendum B: N/A

Addendum C: N/A, Addendum D: N/A

attached and incorporated herein.

Terms and Conditions

- 1) This Service Agreement is tendered for its acceptance in its entirety within thirty (30) days from the Client's receipt, after which it is to be considered null and void.
- 2) New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with FST's services may have anomalies, performance or integration issues unknown to FST which can impact the timely, successful implementation of information systems. FST will inform the Client promptly if this occurs and will attempt to

analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. FST is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of FST's services at the rate stated in the proposal whether or not a successful solution is achieved.

- 3) Client is responsible for the application, operation and management of its information technology environment based on, including but not limited to: (a) purchasing, licensing and maintaining hardware and software in accordance to "Industry Best Practice"; (b) develop, maintain and follow industry compliant operating procedures; (c) develop, maintain and follow appropriate protective measures to safeguard the hardware, software and data from unauthorized duplication, modification, destruction or disclosure; (d) develop, maintain and follow adequate backup and contingency plan(s).
- 4) **PROCUREMENT** - Client will reimburse FST for materials purchased for the Client's use. Materials may include, but not limited to, computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client.
- 5) **STANDARD RATES:**

*Manages Services Labor (Level 1-2, Helpdesk Technicians): \$125.00/Hour

Project Management: \$125/Hour

Training Specialist: \$125/Hour

Wiring Specialist (Low Voltage, Infrastructure Management): \$125/Hour

Engineering (Network): \$150.00/Hour

Engineering (Telecommunications): \$150.00/Hour

Engineering (Audio/Video, Video Surveillance, etc.): \$150/Hour

Engineering (Cyber Security Operations, Security+, etc.): \$200.00/Hour

Programming (Web Development, Software Development, etc.): \$175.00/Hour

CEO Services: \$225/Hour

Overtime Labor Rate: 1.5 times Standard Labor Rate

Holiday Labor Rate: 2.0 times Standard Labor Rate

Portal-to-Portal Drive Time: .5 times Standard Labor Rate

Client will reimburse FST for travel and other expenses and will be billed separately as indicated below (Outside 100-mile radius from an FST office location):

Expenses: Actual

Meals Per Diem: \$50.00/Day (USD)

Mileage: Mileage will be reimbursed at the standard rate established by the IRS in effect at the time the mileage is incurred.

Car Rental: Actual

Hotel/Parking/Taxi/Other: Actual

Airfare: Actual

- 6) Invoices, which shall include any applicable taxes, levies and duties, are due on receipt and shall be sent to the physical or electronic address (email) specified by the parties. All amounts which are more than thirty (30) days past due shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1 ½%) per month or any part of a month (eighteen percent [18%] per annum) or the highest rate allowed by applicable law. Each party shall notify the other in writing within thirty (30) days from receipt of an invoicing error. FST may grant an extended payment term on the portion of the invoice which is in dispute: the remainder of the invoice shall be timely paid notwithstanding the extension. Client agrees to pay to FST any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by FST in the collection of any amounts owing from Client to FST. Within forty-eight (48) hours of receipt of invoice by Client, Client shall provide FST with any details required for billing questions or disputes. Client shall include in the request for details reference to the specific invoice(s) in question.

Term and Termination

- 1) The Term of the agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue until completion of the services in the Statement of Services above or any subsequent Statements of Work, Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Investment Summary, Service Orders or Quotation(s).
- 2) Client may terminate this Agreement at any time if FST fails to perform the services in a workman like manner, or materially breaches this Agreement, by delivery of a written notice to FST of its intent to terminate and specific reasons for termination. FST will have ninety (90) days from the receipt of such notice to correct the stated problem. If at the end of such ninety (90) day period FST has not corrected the stated problem to Client's satisfaction, then Client may terminate the Agreement, unless it is due to manufacturer(s), software vendor(s), developer(s), provider(s) negligence or otherwise outside the control of FST.
- 3) FST may terminate this Agreement at any time if Client fails to follow FST's recommendations per industry best practices observed by the National Institute of Standards and Technology (NIST) or any other governing or auditory authority over Client and/or creates a security/data breach risk. Termination or expiration of the Agreement will not affect the provisions of the Agreement relating to the payments of amounts due or the provisions related to Ownership of Intellectual Property, Limited Warranties, Limitation of Liability, Indemnification, Non-Solicitation of FST's employees, Music Rights Fees and Disclaimers of this Service Agreement, all of which survive termination or expiration of the Agreement, regardless of reason.

Ownership of Intellectual Property

Contemporaneously with payment by Client, FST hereby assigns to Client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for Client hereunder (the "Deliverables") and covered by such payment. However, the

Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by FST prior to, or independently from, its engagement hereunder and FST retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, FST hereby grants to Client a perpetual, worldwide, royalty free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, Client grants to FST a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of FST's business any Technical Elements developed in connection with this Agreement, so long as FST's use does not disclose confidential information or the identity of the Client. In addition, FST retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services for Client.

Limited Warranties, Limitation of Liability, Indemnification

- 1) Limited Warranties for all Services provided by FST. FST warrants that the services to be performed by FST will be performed in a professional manner by qualified personnel. FST and Client warrant that the persons signing on behalf of FST and Client have the requisite power and authority to enter into and perform its obligations under this Agreement.
- 2) FST warrants that the performance by FST of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
- 3) THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE or SPECIAL DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF FST HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.
- 4) FST makes no express or implied warranties as to the quality of third-party software, equipment, systems ("Products ") or as to FST's ability to support such Products on an on-going basis.
- 5) Client hereby agrees to hold FST (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) harmless and indemnify each of them from and against, and Client waives any claim for contribution or indemnity with respect to, any and all claims, damages, liabilities, expenses or costs (including reasonable attorneys' fees, expenses and interest) incurred by any of them in connection with or arising out of a claim made in connection

with services provided under this Agreement for Client's breach of its duties and obligations under this agreement which are not due to FST's gross negligence.

- 6) Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. THE PARTIES HERETO AGREE THAT THE ARRANGEMENT CREATED BY THIS AGREEMENT IS NOT IN THE NATURE OF A FRANCHISE, AGENCY, JOINT VENTURE OR PARTNERSHIP. The parties understand and agree that this Agreement is for their own respective benefit only, and no one other than a party to this Agreement (including, Client customer(s)) shall have any right to enforce any of its terms. Client agrees that there is no required payment to become a Client and the purchase of any offering from FST is solely to promote and/or for the resale of Products.

Scheduling

Client acknowledges that we schedule our consultants in advance and that we would incur significant expenses, including downtime of those consultants, if we are not able to reschedule them as a result of your cancellation of Services scheduled to be performed. Therefore, you agree that if both parties agree to a scheduled date, you will not cancel that date without giving us written notice at least 3 business days prior to the scheduled date. If you cancel scheduled Services without such notice on more than 1 occasion, we reserve the right to invoice you an amount equal to 50% of the daily rate of the scheduled consultants that were to begin on the scheduled date for the number of days cancelled to the extent the consultants are not able to be redeployed by us. Any such invoice is payable in accordance with Terms and Conditions section above. You will also be responsible for any reasonable out of pocket expenses incurred as a result of such cancellation that could not be avoided or reduced by us.

Non-Solicitation

Client understands and agrees that FST has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that Client has a unique opportunity to evaluate performance of, and potentially hire away, FST employees. Both parties agree that such hiring away would substantially disrupt the essence of FST's business and FST's ability to provide its services for others, and that under the circumstances FST cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of FST's employees. Therefore, Client agrees that it shall not solicit for employment or hire any FST employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project. The Client Acknowledges that because the violation of FST's rights herein may cause irreparable harm and FST may not have an adequate remedy at law, FST will be entitled to seek and receive injunctive relief for Client's violations of FST's rights.

General Client Responsibilities

Client will make available in a timely manner at no charge to FST, all technical data, computer facilities, Programs, files, documentation and suitable office accommodations reasonably required by FST to perform the Services. You will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information

you supply. We do not guarantee the success of your Services implementation but agree to use commercially reasonable efforts to assure success. You acknowledge that a successful implementation and ongoing administration of Services requires Client's cooperation, the cooperation of its employees, the devotion of sufficient internal resources with appropriate skill levels and a detailed implementation work plan (which addresses such topics as data migration, and user education and training).

Music Rights Fees

Client is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.

Disclaimers

FST disclaims any express or implied warranty or condition that the Products prevent toll fraud, unauthorized access, loss or theft of electronic data or invasion of privacy (collectively, "Fraudulent Activity"). FST shall have no liability to Client or respective party in the event of such Fraudulent Activity. Where applicable, Client is advised that the operation of e-911, 999 or similar such services requires accurate information, which FST has no responsibility for creating or managing. FST makes no warranties, express or implied, and has no liability regarding e-911, 999 or similar such services functionality. FST hereby makes Client aware that the "Record a Call Feature" has legal implications as outlined in the Manufacturer technical documentation. Record a Call does not provide a warning tone; therefore, end users should indicate verbally that the call is being recorded when activating this feature. Client agrees to warn its end-user customers of the recording during its training sessions and to pass on the pertinent documentation warnings and disclaimers concerning such in order to comply with the laws of the pertinent jurisdiction(s) involved. FST disclaims any responsibility for improper use of this feature. Client is also advised that the External Listen feature contained in some products may violate certain laws including, without limitation, criminal law, or privacy legislation. Client is hereby warned to check local laws to ensure the use of this feature. FST does not warrant that the operation of the Products will be uninterrupted, virus or error free nor does FST warrant merchantability or fitness for a particular purpose.

Claims and Dispute Resolution

Client shall give FST written notice of any event or circumstance that Client becomes aware may entitle Client to compensation or damages (hereinafter "Claim"). The notice shall be given within five (5) calendar days of the circumstance giving rise to the Claim and specify the events and damages giving rise to the Claim. FST shall have ten (10) days to cure. After the ten (10) day cure period, the parties shall thereafter work in good faith to resolve the Claim, failing which, any and all controversies, claims or disputes between the parties hereto arising out of or related to this Agreement, any breach or threatened breach thereof, or the relationship of the parties hereto shall be submitted to and decided by arbitration in accordance with the Rules of the American Arbitration Association. Notwithstanding the foregoing, the number of arbitrators shall be determined by the Rules of the American Arbitration Association, *unless* the parties are able to agree on one arbitrator who is acceptable to the parties, in which event only one arbitrator shall serve. Furthermore, notwithstanding anything herein to the contrary any of the parties

may pursue injunctive relief in a court of competent jurisdiction to enforce this Agreement, and Shareholders, their successors, heirs, and assigns, have the option to commence a civil action in a court of competent jurisdiction to collect sums of money due pursuant to or arising out of this Agreement. The arbitrator or arbitrators (the "Arbitrator") may impose guidelines for the conduct of the hearing. The decision of the Arbitrator in the arbitration proceeding shall be final, conclusive and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction.

The arbitration shall be conducted in St. Louis County, Missouri, or at such other location acceptable to all parties affected thereby.

General Claims

Any claim or suit arising from this Agreement must be brought within twelve (12) months from the date that the cause of action accrued.

Publicity

Each party (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) agrees not to disclose or make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other party.

Miscellaneous

- 1) **Force Majeure** – Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.
- 2) **Severability** – In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.
- 3) **Applicable Law** – This Agreement shall be interpreted under the laws of the State of Missouri in the United States of America. Venue and jurisdiction are contractually agreed and mandated to be in St. Louis, St. Louis County, Missouri, USA.
- 4) **Amendment** – this Agreement shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to FST elsewhere in this Agreement.

- 5) **Notices** – All notices and communications between Client and FST pertaining to this Agreement shall be addressed to Client and FST at the addresses set out in this Agreement or may be communicated by facsimile, standard mail or electronic means (i.e. e-mail) to the other party and executed via electronic signature.
- 6) **Counterparts** – This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on these Agreements including by electronic signature, by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.
- 7) **Waiver** – Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under this Agreement only by execution of a writing expressly waiving such right.
- 8) **Assignment** - Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent; provided however that a party may, without the other party's consent, (a) assign this Agreement to a subsidiary or affiliate provided the Client as the assigning party remains liable for such entity's performance, and (b) assign this Agreement to another entity pursuant to a sale, merger, consolidation or acquisition of all or substantially all of the assigning party's assets or shares or membership units; provided that in each case the assigning party will notify the other party of the assignment in writing and the assignee agrees to be bound by the terms of this Agreement. In the event Client's assignee will not agree to be bound to this Agreement, Client will remain responsible for all obligations for the remaining term. Notwithstanding the foregoing, this will be binding on the successors and assigns of FST and Client.

Independent Contractor

FST is acting as an independent contractor under this Agreement. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. FST retains the right to perform work for others during the term of the Service Agreement.

III.A.12

Scope of Work

- 1) **Services and Implementation** -The parties shall agree to further Services being performed through the acceptance of either an FST standard Statements of Service, Statement of Work, Work Authorization, Purchase Order, Sales Order, Proposal, Service Order or Quotation which shall include a complete description of the Services to be provided, specific customer requirements, start-date and end-date of the Services and the labor rate. Each shall be incorporated herein and form part of this Agreement.

- 2) On all Services, FST will confirm logistics with the Client. Prior to leaving the site, FST shall contact the site contact person to approve completion of the applicable Service Order. Upon approval of the completion of Services, Client shall immediately return any unused and defective parts to FST referencing the applicable Service Order.

- 3) **Additional Work or Work Stoppage** - In the event that the Client requests FST to perform work not specified in the applicable Service Order or requests material changes to the Services outlined in the Service Order, FST and Client shall complete another Service Order or a change request (the "Change Request"). Upon approval of amended services, FST will perform services mutually agreed.

III.A.13

Initial Investment Summary

Quantity	Description	Price	One-Time	¹ MRC	² ARC
Managed Services					
			Onboarding		
1	³ One Source Managed Services Support			\$6,500.00	\$78,000.00
1	One Source Managed Services Onboarding (One Time Cost)	\$21,498.50	\$21,498.50		
Cyber Security Services					
150 (⁴ Est)	³ One-Source Security (OSS) Services – (Cyber Security and Email Protection Services) (per device)	\$29.99	Included	\$4,498.50	\$53,982.00
Email					
200 (⁴ Est)	³ Total Email Protection (Email Security, Archiving, etc. – Sunshine Law - Required)	\$12.49	Included	2,498.00	\$29,976.00
TBD	^{2,3} Microsoft Office 365 – GCC (Government Licensing)	TBD	TBD	TBD	TBD
Infrastructure Security Management					
TBD	³ Secure Firewall w/ Advanced MFA VPN Access – Annual Software Assurance (IR, EU, etc.) (Security Services - Required)	TBD	TBD	TBD	TBD
TBD	³ Could Control Wireless Access Points Monitoring and Support	TBD	TBD	TBD	TBD
1	Hardware Procurement Services - Required (Sourcewell Gov Preferred where applicable)	Included	Included	Included	Included
Cloud Services					
TBD	³ Secure Backup Service (Cloud Storage) (Security Services/Disaster Recovery - Required)	TBD	TBD	TBD	TBD
Reduced OSMS Labor Costs					
TBD	*Reduced Managed Services Labor Rate (All other standard rates apply)	\$95.00/hr			
TOTAL:			\$21,498.50	\$13,496.50	\$161,958.00

¹ MRC – Monthly Reoccurring Cost; Manufacturer estimated monthly subscription cost(s) are subject to annual increases and number of users/devices (Reference Table A – Annual Increase Table and Auto Renewal).

² ARC – Annual Reoccurring Cost; Manufacturer estimated annual subscription renewal cost(s) are subject to annual increases and determined by number of users/devices.

³ Service is Subject to Annual Increases as referenced in Table A and Annual True-Up/Review.

⁴ Est - Estimated number of Users, Seats, Devices, etc. – final numbers will be determined at on-boarding and reviewed and adjusted annually.

Annual Increase Table and Auto Renewal

Annual increases of not less than 6% as indicated in Table A. Upon the expiration of the original term or any renewal term, this agreement shall be renewed for a two (2) year term with annual increases of not less than 6% unless otherwise agreed upon or determined by software/hardware manufacturer increases.

Table A (Example)				
			MRC	
Contract Term	1	Year 1	\$13,496.50	
		Year 2	.06 \$14,306.29	
		Year 3	.06 \$15,164.67	
		Year 4	.06 \$16,074.55	
		Year 5	.06 \$17,039.02	
	2		.06	
			.06	
			.06	

Cancellation

The client shall give written cancellation notice to FST no less than ninety (90) days from the end of the relevant contract term.

Upon receipt of notice of cancellation, FST shall provide within ten (10) business days an “Off Boarding Packet” to the Client. Upon receipt of the “Off Boarding Packet”, the Client has ten (10) business days to review, complete and return to FST. If the “Off Boarding Packet” is not returned in a completed form to FST within ten (10) business days, the Client forfeits the notice of cancellation. The result of which is a renewal of the executed OSMS contract for subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

If a written cancellation notice is not received by FST within ninety (90) days of subsequent contract term, this contract shall renew for a subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

Transition Services (Merger / Acquisition)

Client can request transition or continuation of services that extend beyond subsequent contract term as a result of merger or acquisition. Should services not conclude by subsequent contract term, the agreed-to transition of services shall feature a term of no less than six (6) months after relevant contract term, with an increase of 50% to the Monthly Recurring Charges (MRC).

Entire Agreement

This Agreement expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement, or representation that in any way limits, extends, defines, or relates to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written and shall remain in force for a period of five (5) years. The agreement will automatically renew at the end of each term for a further three (3) year term unless either party gives the other written notice of termination at least ninety (90) days prior to the end of the relevant term.

Forward Slash Technology, LLC
13610 Barrett Office Drive,
Suite 9G
Ballwin, MO 63021

The City of Rolla, Missouri
901 N Elm
Rolla, MO 65401

Title

Title

Printed Name

Printed Name

Signature

Signature

Date

Date



SERVICE LEVEL AGREEMENT

**One Source Managed
Services (OSMS)**

forward slash
TECHNOLOGY
fwslash.com

ADDENDUM A

This Service Level Agreement (SLA) covers Forward Slash Technology's One Source Managed Services

("OSMS") offered to The City of rolla, Missouri (hereinafter "Client"),

located at: 901 N Elm, Rolla, MO 65401

1 Executive Summary

The aim of this agreement is to provide a basis for close co-operation between Forward Slash Technology and Client, for support services to be provided to Client, thereby ensuring a timely and efficient support service is available to Client's end users. The objectives of this agreement have been outlined in the following sections.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

2 Client Responsibilities (On-Boarding Process)

To ensure the success of our partnership, Client will need to participate by providing and/or obtaining the following information:

- / Complete "Client Documentation Report" and onboarding process.
- / Client to list FST as Technical Contact for relevant *Third-Party* Vendors.
- / Software Vendor Contact Information by department.
- / Access to facilities as required and mutually agreeable.
- / Access to systems and equipment as required and mutually agreeable, to include, but not limited to, firewalls, switches, backup appliances, etc.
- / Global Administrative account to Office 365
- / Domain and Local Network Administrative Access
- / A copy of ALL internet and phone bills to date.

3 On-boarding Process

OSMS Onboarding to include:

- / Agent installation on all PCs and Servers (includes anti-virus SW); Configuration of Network Monitoring
- / Documentation of Admin Credentials on Networking Equipment; ("Client Network Documentation Report")
- / Work with current IT provider(s)/Vendor(s) on System Configurations as needed.
- / Offboarding current IT Provider(s)/Vendor(s) as needed; and
- / Documentation of System Configurations – Current State. ("Network Topology Documentation")
- / Engineer Industry Best Practice Firewall(s) and Backup Solutions.
- / Update FST internal Knowledgebase

4 Contacts – Forward Slash Technology Help Desk

Phone: 314-403-1225

Email: HelpDesk@fwslash.com



5 FST Supported Locations / Contacts

To be determined - Onboarding

6 Client Existing Environment

To be determined - Onboarding

7 Client Approved Third Party Vendor(s)

To be determined - Onboarding

8 Service Response Times (See attached flow chart matrix)

	Method	Response Time
Non-Mission Critical (NMC)	Help Desk Queue	Handled in Order Received
Email Support	Help Desk Email	Handled in Order Received
On-Site Support (NMC)	Escalated	Less Than 8 Business Hours
Mission Critical Support	Escalated	Less Than 4 Business Hours

9 Hours of Support (CST)

Unlimited OSMS Basic Remote Help Desk Support:

Monday thru Friday; 7 am – 6 pm

Standard Billable Remote/Onsite/Project Support (Billed at reduced OSMS Client labor rate of \$95/hr.):

Monday thru Friday; 7 am – 6 pm

Off-hours Onsite Support (Billed at 1.5 times Standard Rate):

Monday thru Friday; 6 pm – 7 am; Saturday; 12:00 am – 11:59 pm

Off-hours Onsite Support (Billed at 2.0 Standard Rate):

Sunday; 12:00 am – 11:59 pm

Holidays recognized by Forward Slash Technology as Off-hours Support:

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |



10 Support Level Examples (“FST Associate”)

Tier One – Help Desk Technician
 Tier Two – Help Desk Technician / Network Administrator
 Tier Three – Sr. Network Administrator / Network Engineer

11 Remote Helpdesk Support (Unlimited)

FST will attempt to resolve support issues via OSMS Remote Help Desk Support.

12 Helpdesk Support (TBD - Billed Monthly)

(Support Outside Normal Day-to-Day Helpdesk Support, Engineering, etc.):
 Any support after FST remote diagnosis and troubleshooting have determined that an on-site visit is required to resolve the issue. Deployment of new software, hardware equipment or relocation of existing equipment will be treated as a project and billed according to the project scope of work.

13 Standard Forward Slash Technology Supported Environments

Systems’ support requested for environments not listed above are subject to a separate Service Level Agreement, Service Response Times, Hour of Support and Pricing.

Operating Systems

Microsoft Windows
 Microsoft Server
 Microsoft Exchange
 Linux
 AIX

Office Platforms

Microsoft Office
 Suite Adobe Suite

Cloud Services

Microsoft Azure
 Microsoft Office
 365

Network Systems

ADTRAN
 Cisco
 Barracuda
 HP
 Dell

Telecommunications

Mitel, ShoreTel
 Avaya
 Polycom

Backup

Barracuda Backup (Cloud BaaS)
 AppAssure (Quest) and Cloud Services
 Microsoft Azure (Cloud)
 Crash Plan (Remote User Only)

IEEE 802.11 Wireless

ADTRAN
 Blue Socket
 Cisco
 Ubiquity

Database

SQL Server
 MS Access



14 OSMS Services

Desktop Support

- / Unlimited client-interfacing technical support via phone and remote helpdesk agent. Including but not limited to:
- / Workstation (laptop, desktop, tablet) preventive maintenance, management, optimization, and troubleshooting
- / User Management (add, deletes and changes)
- / Password resets and account lockouts
- / File restoration
- / Assistance with basic software issues (OS, MS Office, Adobe, etc., issues)
- / Email setup and management
- / General connectivity and network access (including VPN access)
- / Virus and malware eradication
- / Printer, scanner, copier support
- / Mobile Device Management
- / Any-and-all other issues related to workstation software and hardware
- / Deliver excellent technical support and customer service during each-and-every employee interaction to ensure that Client's needs are consistently being met.
- / Live Helpdesk Technicians are available Monday – Friday 7 a.m. until 6 p.m.
- / Endpoint Protection – Anti-Virus/Malware (licensing included in OSMS)

Infrastructure Support

- / Perform unobtrusive proactive maintenance on Client's entire network infrastructure
- / Hardware Resource Utilization Management
- / Conduct 24x7 Network Monitoring, Analysis and Escalation.
- / Provide 24x7 System Emergency On-call Service with one-hour response time
- / Nightly backups and replication monitoring; File / System Restores
- / Server Patch Management
- / Manage systemwide Software Licenses.
- / Review and response to early warning and preventative alerts
- / Open tickets with third party software vendors and Internet service providers for down sites.
- / Routing and Switching Support
- / Firewall Configuration, Maintenance, and Support
- / Wireless Network / Access Point Policy Management
- / Vendor Management
- / IT Policy Management
- / Reporting and Inventory Management
- / Project planning, management, and oversight for business infrastructure
- / Proactive daily support which includes ensuring vital equipment is online, updates for vital network hardware is current, as well as reviewing daily backup completion status

Backup and Disaster Recovery

To ensure Industry Best Practice Data Retention and reduce possible future data loss, Forward Slash Technology only supports, and recommends the installation of one of the following Backup Solution(s);

- / Barracuda Backup (Cloud BaaS)
- / AppAssure (Quest) and Cloud Services
- / Microsoft Azure (Cloud)
- / Crash Plan (Remote User Only)

Forward Slash Technology does not support USB connected hard drives or derivative type devices.

Dark Web Monitoring

- / Identities mentions of client's organization on deep web and dark web forums and marketplaces
- / Monitors and analyzes real-time leaked sensitive business information such as
- / Customer list or data
- / Employee login credentials (Personal Identifiable Information - PII)
- / Trade Secrets
- / Proprietary technology and other valuable datasets
- / Reduces business risk, detects data breaches early and protects intellectual property and reputation

Hardware Procurement

- / Best-in-Class procurement services, which allows clients to procure hardware, software and vendor maintenance renewals from a single source
- / Industry-Leading vendors and distribution partners
- / Everything from end-user computing and peripherals to core IT network, and server infrastructure

Hardware Recycling / Destruction (3rd Party)

- / Ensures responsible recycling of failed and old electronics
- / Eliminates risk of data security breaches or violations of environmental handling laws
- / Secure Hardware Destructions Certificates Available

Training

- / Forward Slash Technology recommends client maintain ongoing end-user training for Client systems, applications, data retention and network best practices. Forward Slash Technology may recommend end-user training; however Forward Slash Technology is not responsible for end-user training as part of this agreement.



Annual Network Review

- / In addition to FSTs standard OSMS services, FST will complete an annual network audit and technology review to continually assess network limitations and vulnerabilities. Upon completion FST will provide immediate network recommendations and strategic planning to ensure the most efficient and secure technology infrastructure for the Client.

Note: Hardware and Licensing is not part of this agreement and will be presented to the Client in a quotation upon request.

15 Additional Services

As an OSMS Partner, Client will be eligible to receive the following FST Services. Any additional work requirements outside of the standard OSMS services will be presented in the form of a quotation and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from client.

Virtual CIO Consulting Services

- / Business Process Flow Management
- / IT Forecasting and Budgeting
- / Cyber Security Analysis
- / Cloud Migration Analysis
- / Compliance Support

Network Vulnerability Scanning / Remediation

- / Identifies security vulnerabilities in computers, internal and external networks, and communications equipment that cyber criminals can exploit.
- / Automated monthly scans for known vulnerabilities and misconfigurations
- / Reduces risks and save costs associated with cyber attacks
- / Required for cyber insurance compliance

Email Phishing and Security Training

- / Simulated phishing attacks
- / Security awareness training campaigns to educate employee
- / Employees are your best defense against cybercrime
- / Provides management a complete picture of your organization's security posture and potential risk
- / Identifies employees who are your weakest link and empowers them to be your strongest point of protection

Microsoft Office 365 (including Barracuda Essentials w/ Sentinel) – Government (GCC)

License Management

- / Monthly Billing w/Annual Commitment
- / Included Apps and Services:
- / Desktop and Web Version of Office Apps
- / Business-class email, calendar, and contacts
- / Host unlimited online meetings with MS Teams
- / 1 TB file storage per user

Barracuda Total Email Protection

- / Cloud Email Gateway Defense with Advanced Threat Protection
- / Cloud Archiving and Cloud-to-Cloud Backup (Mailboxes, OneDrive, etc.)
- / Impersonation Protection Powered by Artificial Intelligence (AI)
- / Forensic and Incident Response

Compliance

- / Federal Regulations for Cloud Services
- / Criminal Justice and Federal Tax information Systems
- / Missouri Sunshine Act
- / 2FA and Multi-Factor Authentication

Microsoft Azure

- / Cloud Based Virtual Environment(s)
 - / Virtual Machines
 - / Virtual Networks
 - / Application Services

Video Surveillance Systems

- / Scalable, easy-to-integrate IP-based products and innovations for security and video surveillance
- / Discreet surveillance
- / Pan, tilt and zoom capabilities
- / Robust ligature-resistant
- / Protect employees, building and assets
- / Reduces incidents related to loss, theft, and/or vandalism
- / Criminal Justice Centers; Correctional Centers



Access Control - Network Door Security Systems

- / Indoor and Outdoor Access Control Readers (Keypad, Card Access, Key fob, Biometric, Body Worn Access)
- / Integrates access control solutions with a long list of other systems (i.e., network camera solutions, time, and attendance systems, etc.)
- / Offers secure and seamless touch-free entry Protect employees, building and assets
- / Built-in cybersecurity features, helps prevent unauthorized access and safeguards your system

Intercom and Paging Controllers

- / PoE IP intercom allows for hands-free visitor communication at a secure entrance door or gate
- / Outdoor-rated and is also a fully compliant 3rd party SIP endpoints.
- / Paging and panic capabilities
- / Integrates with Mitel phone systems

Telecommunications

FST is a certified Mitel Partner and highly recommends their premise-based systems, which offer the most control when it comes to call routing, call control, and user configuration. Through MiVoice Business, Client would be able to create a more efficient, cost-effective communications environment.

- / Dynamic Extension - Allows a cell phone to ring in conjunction with or instead of a desk phone
- / Music on Hold - Play music or recorded announcements to waiting callers
- / Direct Dial Numbers - Special outside numbers to go directly to staff members or announcements
- / System Scheduling - Create schedules for when and how calls are handled
- / Auto Attendants - Reduces call volume to live attendants; Greatly increases the level of customer service
- / Door Relay - Ability to unlock an access door from your desktop phone

Audio / Visual Support (Council/Court Room)

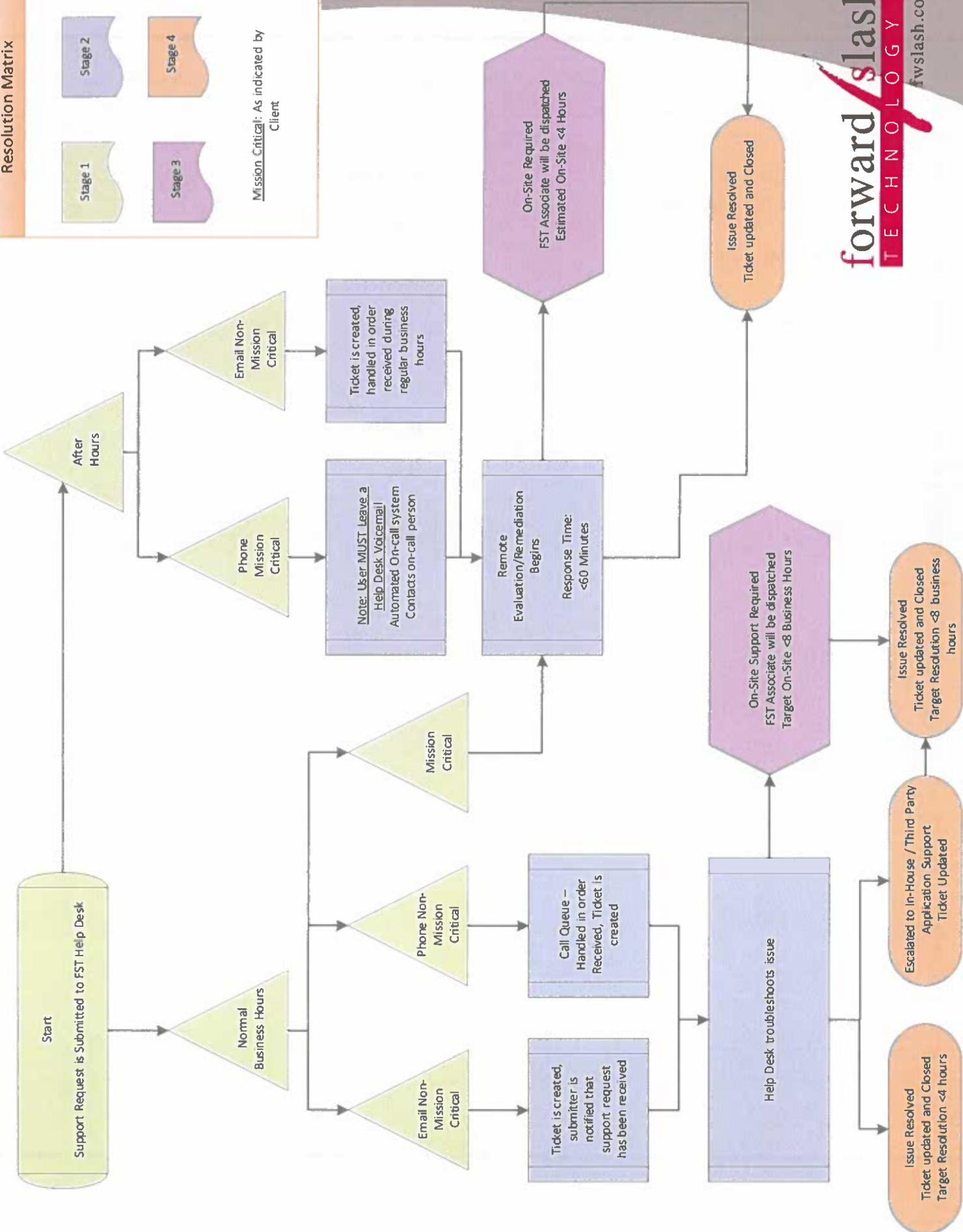
- / Engineer visual collaboration solutions that improve productivity
- / Deploy and support enterprise-grade conferencing solutions
- / Leverage the power of visual communications to connect people
- / Stream and record vibrant videos
- / Captures audio with full duplex microphone array and echo cancellation

Network Infrastructure Management

- / Low Voltage Wiring
- / Cable Management
- / MDF/IDF Equipment Installation (Server Room)

Website Development and Hosting

- / Website Development and Maintenance
- / Site Layout and Aesthetics
- / SEO / Internet Marketing
- / Content Updates and Maintenance
- / Social Media Marketing & Blog Posts
- / E-Commerce Solutions
- / Online Business Directory & Reputation Management
- / Daily Server Site Backups / Weekly Offsite Replication
- / Website Hosting
- / Domain Registry



WHEREFORE, the parties acknowledge that they have read and understand this agreement and approve services being offered mutually agreed.

Forward Slash Technology, LLC
13610 Barrett Office Drive,
Suite 9G
Ballwin, MO 63021

The City of Rolla
901 N Elm
Rolla, MO 65401

Title

Title

Printed Name

Printed Name

Signature

Signature

Date

Date



CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #573 – FY 2024 Phase I Asphalt Improvements

BUDGET APPROPRIATION: \$750,000 DATE: 02/20/24
(Phase I - \$200K)

COMMENTARY:

City staff received bids for the FY 2024 Phase I Asphalt Improvements project. The bids were as follows:

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$193,510.50
MoSeal, LLC 2416 N. Bluff Street Fulton, MO 65251	\$200,123.00
Capital Paving & Construction 117 Commerce Dr. Jefferson City, MO 65109	\$218,073.25
N.B. West Contracting Company 18637 US Highway 66 Pacific, MO 63069	\$228,900.50
Melrose Quarry & Asphalt PO Box 187 Rolla, MO 65402	\$258,541.62

This phase overlays the following streets:

- 6th Street from Bishop Ave. to Kingshighway
- Green Acres – entire route
- Sycamore from Highway O to Cypress Drive

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Pierce Asphalt LLC for \$193,510.50.

ORDINANCE NO.

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

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

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

Section 2: This ordinance will be 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 FEBRUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **FY 2024 Phase I Asphalt Improvements, PROJECT 573**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **FY 2024 Phase I Asphalt Improvements, PROJECT 573**.

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$193,510.50 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #571 – 2024 Microsurfacing

BUDGET APPROPRIATION: \$600,000 DATE: 02/20/24

COMMENTARY:

City staff received bids for the 2024 Microsurfacing. We received one bid:

Microsurfacing Contractors, LLC	\$529,385.35
13940 St. Charles Rock Rd.	
Bridgeton, MO 63044	

This project will seal approximately 7 miles of city streets.

Staff is requesting final reading of the ordinance authorizing the Mayor to enter into the contract with Microsurfacing Contractors, LLC for \$529,385.35.

ITEM NO. III.C.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MICROSURFACING CONTRACTORS, 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 Microsurfacing Contractors, 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 20TH DAY OF FEBRUARY 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Microsurfacing Contractors, LLC Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "**2024 Micro Surfacing Project 571**", 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 the 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 "**2024 Micro Surfacing Project 571**".

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 \$529,385.35 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, and that the Contractor shall commence work **when issued by City Engineer** when Notice to Proceed is issued and complete said work by **August 5, 2024**.

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

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

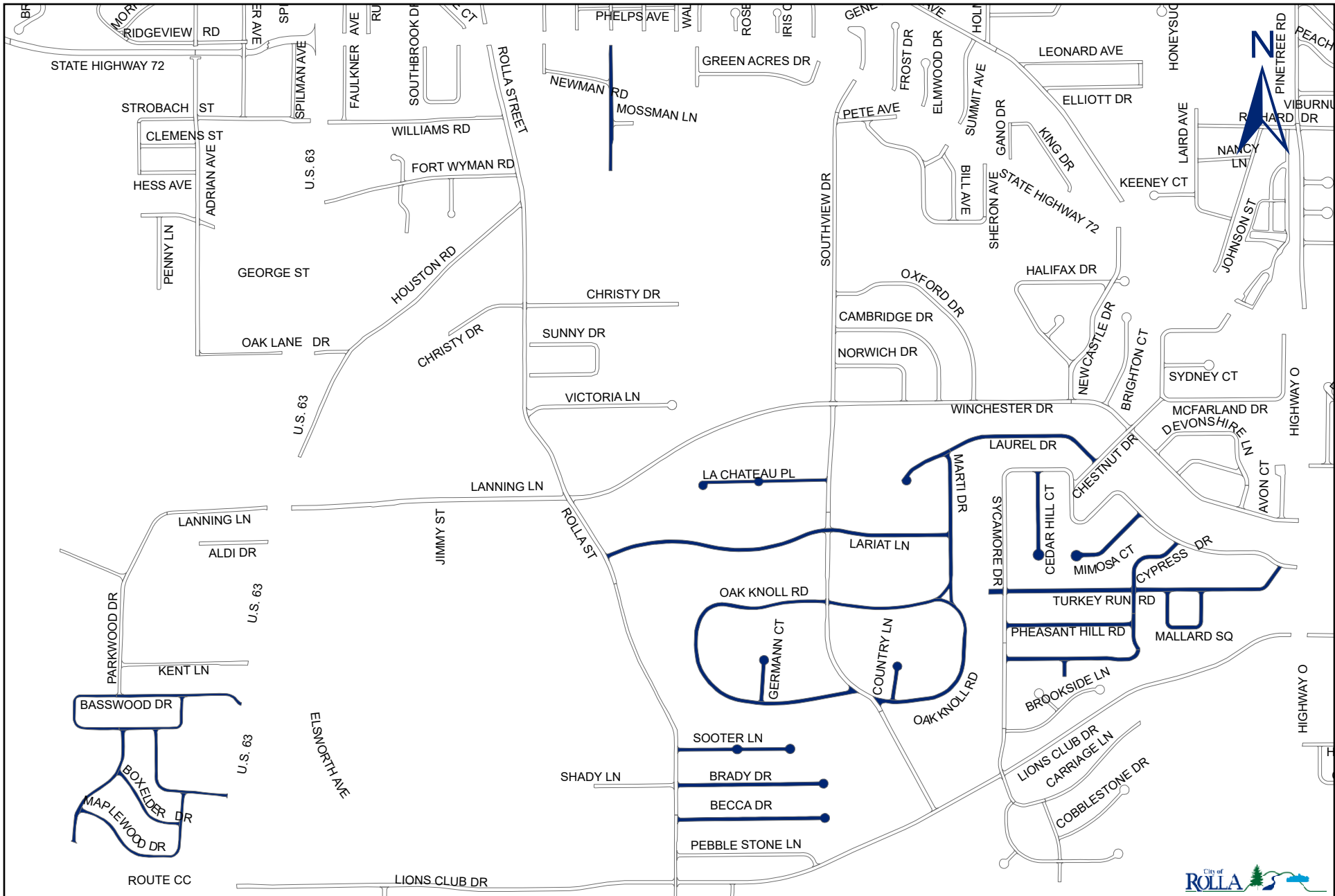
Notary Public

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



Legend

 MAQS-1

Micro-pave

2024

118,963.2 SQ YDS

6.99 MILES

MICROPAVE

BASSWOOD DRIVE	REDWOOD/PARKWOOD	63 EAST SIDE
SOOTER LANE	E. EDGE ROLLA ST	CUL-DE-SAC
REDWOOD DRIVE	LIONS CLUB DRIVE W	BASSWOOD
PARKWOOD DRIVE	BASSWOOD	LANNING LANE
OLIVE STREET	1100' S. OF HWY 72	HWY72
OAK KNOLL ROAD	SOUTHVIEWS. INTERSECTION	SOUTHVIEW N. INTERSECTION
OAK KNOLL ROAD	SOUTHVIEWS. INTERSECTION	SOUTHVIEW N. INTERSECTION
MAPLEWOOD DRIVE	REDWOOD	COTTONWOOD
MARTI DRIVE	OAK KNOLL RD	LAUREL DR
LAUREL DRIVE	MARTI DR	CHESTNUT DR
LAUREL DRIVE	CUL-DE-SAC	MARTI DR
LARIAT LANE	ROLLA ST	MARTI DR
LA CHATEAU COURT	1110 W. OF SOUTHVIEW	SOUTHVIEW
KENT LANE	PARKWOOD	BISHOP AVE
GERMANN COURT	OAK KNOLL RD	CUL-DE-SAC
COTTONWOOD DRIVE	BASSWOOD DRIVE	BISHOP AVE
COUNTRY LANE	OAK KNOLL RD	CUL-DE-SAC
BOXELDER DR	REDWOOD	COTTONWOOD
BRADY DRIVE	ROLLA ST	CUL-DE-SAC
BECCA DRIVE	ROLLA ST	CUL-DE-SAC
BASSWOOD DRIVE	PARKWOOD	BASSWOOD
BASSWOOD DRIVE	REDWOOD	PARKWOOD
CYPRESS DRIVE	Sycamore	Sycamore
PHEASANT HILL ROAD	Sycamore	Cypress
MALLARD SQUARE	*	*
TURKEY RUN	Sycamore	Sycamore
CEDAR HILL COURT	Sycamore	CUL-DE-SAC
MIMOSA COURT	Sycamore	CUL-DE-SAC
Eagle Wing	Cypress	Dead End

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPT. HEAD: Jeff Breen, Fire Chief **ACTION REQUESTED:** Resolution to approve

ITEM/SUBJECT: Storm Siren

BUDGET APPROPRIATION: \$30,000

DATE: February 20, 2024

Currently, the City of Rolla relies on an Emergency Warning System that consists of nine Federal Signal brand outdoor warning sirens. These sirens are all manufactured by Federal Signal Corporation. The sirens all vary in model, age and capability. They are strategically placed (see attached) in designated areas in the city, in an effort to provide the best early emergency warning to the community in the event of severe weather.

This new siren will replace a siren, which is over 20 years old located at the Rolla Fire Station 2 at the intersection of 4th and Main Street.

Blue Valley Public Safety is the sole source for the Federal Signal siren. They currently provide service for all other sirens in the City of Rolla. In addition, Rolla Police Department and Rolla Fire Department have a positive relationship with them for services and costs of maintenance.

In November 2023, SEMA provided a one-time grant opportunity for sub-recipients that received grants in 2022. The Fire Department was able to apply for up to \$30,000. Our request for funding included a storm siren, Digital Controller, Antenna/mounting bracket, and Pole.

On February 2, 2024, the City of Rolla was awarded \$27,711.96 for the purchase of a storm siren. The grant through FEMA will reimburse the City of Rolla 100% of the purchase.

Fire Administration recommends the City Council approve a resolution to purchase the Federal Signal 2001-130 storm siren and communications equipment through Federal Signal Safety Corporation for \$27,711.96.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SALES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND FEDERAL SIGNAL SAFETY CORPORATION FOR AN EMERGENCY STORM SIREN.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Agreement between the City of Rolla, Missouri and Federal Signal Safety Corporation, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF FEBRUARY 2024.

APPROVED:

MAYOR

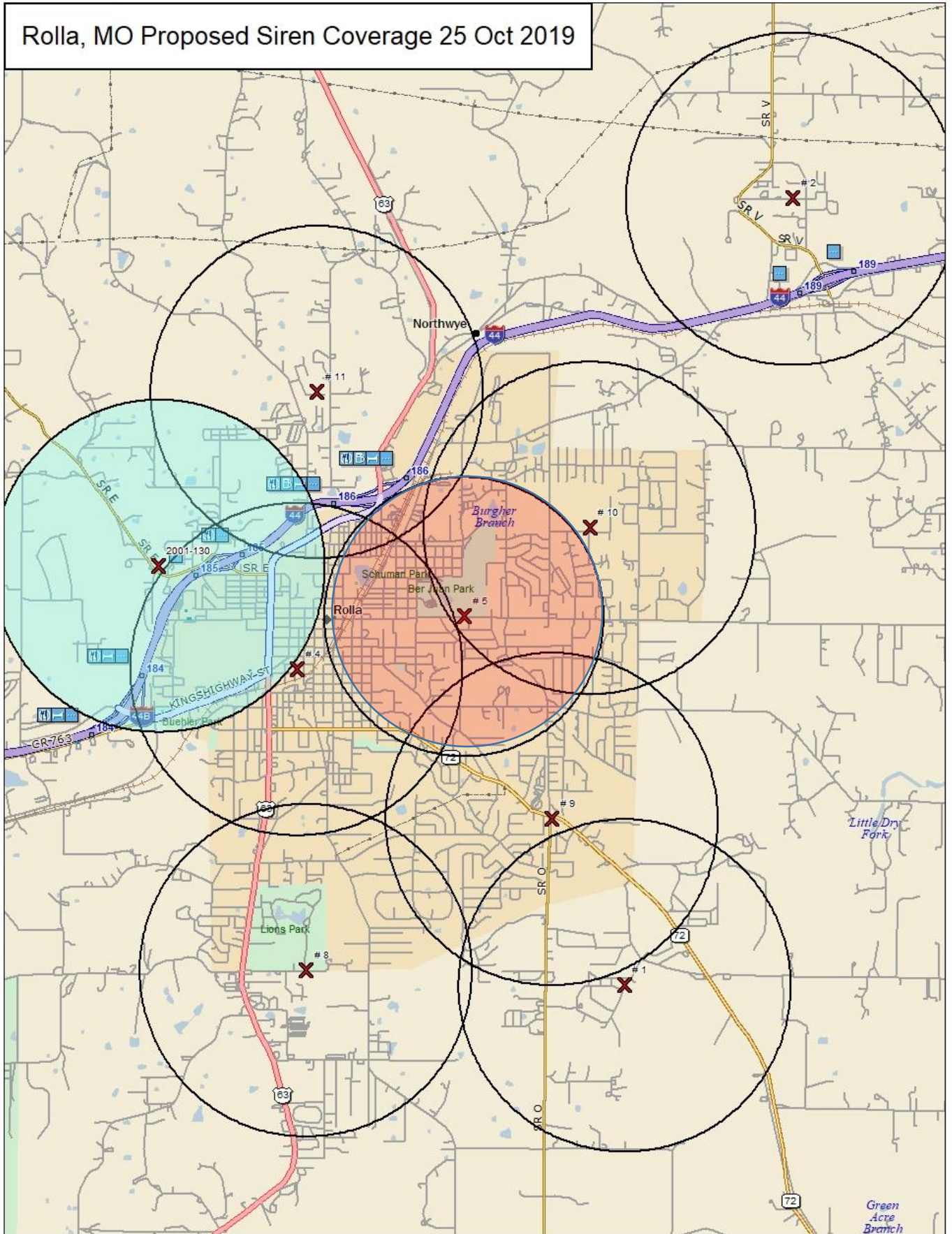
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Rolla, MO Proposed Siren Coverage 25 Oct 2019



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www.delorme.com



Data Zoom 12-1

IV.A.3



FEDERAL SIGNAL Safety and Security Systems

Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
www.fedsig.com

Contact Name: Brad Woods, EM Director
Customer: Rolla Fire Department
Address: 400 W. 4th
City: Rolla
State: MO
Zip: 65401
Phone: 573-341-9186
Cell: 573-578-6340
Email: bwoods@rollacity.org

**Quotation No.: ANS
1127231446**
Please reference quote
no. on your order
Date Quoted: 11/27/23

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
Electro-Mechanical Siren Equipment					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 9,402.00	\$ 9,402.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 8,278.00	\$ 8,278.00
3	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 139.00	\$ 139.00
				Total Equipment	\$ 17,819.00

Shipping					
4	1	ES-FREIGHT - Z1	Shipping Fees		\$ 890.96

Services					
5	1	TK-I-2001AOC-22	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation 4 Standard Batteries 50' Class 2 Wood Pole	\$ 8,545.00	\$ 8,545.00
6	1	OMNI-4	ANTENNA, 152-156MHZ VHF, 35 FT CABLE	\$ 457.00	\$ 457.00
				Total Services	\$ 9,002.00

Total of Project \$ 27,711.96

Options					
7	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
8	1	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,250.00	\$ 1,250.00
9	1	TK-ID-CUSREMOV	Removal Services, Custom	\$ 1,200.00	\$ 1,200.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Site Restoration is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional. Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment. Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted. Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Bruce F
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates

Delivery: 12-16 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Brian Cates

Title: General Manager

Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

***** Purchase Order MUST be made out to: *****
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com

IV.A.4



Quotation No.: FWS
 1127231446

Sales Agreement

(1) Agreement. This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) Termination. This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) Price/Shipping/Payment. Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) Taxes. Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) Delivery. Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) Returns. Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) Limited Warranty. FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(10) Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

(11) PATENTS. FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

- (12) Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.
- (28) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1st & Final Reading

ITEM/SUBJECT: MoDOT Grant Authorization Form

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

DATE: February 20, 2024

Commentary:

The attached form authorizes the City of Rolla Police Department to apply for traffic grants through the Missouri Department Of Transportation (MoDOT). The grants are 100% funded by MoDOT, so there is no cost to the City of Rolla. This authorization form is simply a formality required annually by MoDOT before approval may be granted. March 1st is the deadline for applications.

Some of the things that can be obtained through these grant funds, if approved, are: overtime funding for DWI enforcement/checkpoints and “Hazardous Moving Violation” enforcement (speeding, etc.); radars; trailers and vehicles; etc.

Recommendation:

First and Final Reading requested authorizing the Rolla Police Department to apply for free traffic safety grants through the Missouri Department of Transportation.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANTS.

NOW, THEREFORE, 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, Missouri, and the Missouri Department of Transportation, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF FEBRUARY, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



Highway Safety Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On February 20, 2024 the Council of Rolla, Missouri held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Rolla will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

DATE: _____

APPROVED:

ATTEST:

MAYOR

CITY CLERK

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development; Dawn Bell, Director

ACTION REQUESTED: Consultant Selection/Motion

SUBJECT: New City Comprehensive Plan, Budget \$150,000

MEETING DATE: 2/20/2024

Commentary: The City of Rolla requested and received RFP's (Request for Proposals) for a new Comprehensive Plan for the City of Rolla.

The previous comprehensive plan was completed in 1996, with an update performed in 2005. A comprehensive plan should serve as a guiding vision for the city over the next ten to twenty years. The plan is intended to be a solid foundation for current planning and to serve as the primary policy guide for transportation, sustainability, community infrastructure, and zoning, subdivision and development decision-making within Rolla. The Comprehensive Plan will also serve as a necessary first step and guideline for land use planning and capital improvement planning.

Three qualified firms submitted proposals. They were H3 Studio, PGAV, and Olsson Studio. Staff reviewed all the proposals, checked references and interviewed all three firms. H3 Studio is the firm that staff has chosen to recommend. H3 Studio has shown that they have experience in developing plans that incorporate universities, health care centers and other major institutions, and how they interface with the surrounding communities and neighborhoods, understanding the unique challenges and opportunities with these relationships. Their team is comprised of Planners (H3) who have successfully created many comprehensive plans throughout the area, a local engineering firm (Archer-Elgin) who will bring local knowledge on infrastructure needs, a consultant who specializes in economic development strategies (Robert Lewis), and a consultant who specializes in strategic planning and economic development around universities (Henry Webber).

Engagement is a very large component of a comprehensive plan process. The interview with H3 showed they were not only very experienced/educated in the task at hand, but also extremely energized about the process which will prove beneficial during the public engagement portion of the project.

Recommendation: Motion to award the selection of H3 Studio for the Comprehensive Plan and to prepare a contract for Council consideration.

Attachments: RFP, H3 proposal documents



REQUEST FOR PROPOSALS (RFP)

Comprehensive Plan

City of Rolla, Missouri

November 2023

Proposals must be received by:

10:00 AM, Wednesday, January 10, 2024

For more information, please contact:

Tom Coots, City Planner – tcoots@rollacity.org

Project Description

The City of Rolla is seeking a consultant to prepare a workable, creative, and dynamic plan to guide future long term growth and development of the city. The plan should be a document that serves as a guiding vision for the city over the next ten to twenty years. The plan is intended to be a solid foundation for the ongoing planning program and to serve as the primary policy guide for transportation, sustainability, community infrastructure, and zoning, subdivision and development decision-making within Rolla. The Comprehensive Plan shall also serve as a necessary first step and guideline toward any change in zoning regulations and capital improvement planning.

Selection Schedule

RFP Released	November 21, 2023
Question Deadline	5:00 PM, December 14, 2023
Proposals Due	10:00 AM, January 10, 2024
Interviews with Selected Firms	Week of January 29, 2024
Recommendation to City Council	February 19, 2024

Notice of selection, execution of contracts, and notice to proceed to follow shortly after formal selection by the City Council.

Project Schedule

The timeline for beginning work and completing work is flexible, however, it is expected that the final documents will be presented within 18 months of execution of the contract. The project must be completed no later than **September 1, 2024** for grant funding.

Proposed Budget

The project is not expected to exceed a budget of \$150,000.

RFP Submittal Requirements

Five hard copies of the proposal and one electronic copy must be submitted.

The RFP submittal must include the following:

- Cover letter signed by a member of the consulting firm empowered to commit the firm to a contractual arrangement with the City and identifying the person who will be responsible for regular communication with the City
- Brief history of the consulting firm(s), including organization, size, office locations, and the office location where the work associated with the project would be performed
- Description of the range of services provided, relevant work experience, capabilities and expertise which qualify the consultant(s) to undertake the project. Relevant work experience should include projects with similar sized cities undertaken within the last five years
- References for each project cited as relevant work experience
- Digital copy of projects cited as relevant work experience
- List of individual or individuals who would be providing services to the City, including his or her individual work experience
- A scope of services that provides the consultant's approach and method to execute the update process. Include a synopsis of the likely needed topic areas to be included in the plan. Include a brief description of the potential issues the city will be facing in the future.
- Proposed budget for the work including a schedule of fees broken down by work task, hourly rates for project personnel should they be required, and estimated travel and incidental costs
- Proposed timeline for completion of the project

Questions

Any questions on the RFP or process should be directed to City Planner Tom Coots at tcoots@rollacity.org. All questions must be received by the question deadline.

Questions which may apply to all applicants will be answered after the deadline and sent to all applicants who submitted questions.

Submittal Process

RFP must be submitted to: Ms. Lorri Powell, City Clerk
Rolla City Hall
901 N Elm Street
Rolla, MO 65401

Proposals must be received no later than **10:00 am, Wednesday, January 10, 2024** to be eligible for consideration.

No late, incomplete, email or fax submissions shall be accepted.

Selection of a consultant will be made at the discretion of the City, which reserves the right to accept or reject any and all proposals. All submissions or parts thereof become property of the City.

A short list of consultants may be asked to make presentations to a consultant selection committee. The committee will meet with the top ranked consultant to refine the scope of the project, schedule and fees. If an agreement cannot be reached on the project scope, schedule and fee with the top ranked consultant, the committee shall, in similar fashion, negotiate with the second ranked consultant, and if need be, the third, etc. It is anticipated that consultant selection will occur within 60 days of the proposal submission.

Selection Criteria

Selection criteria may include but not necessarily be limited to, the following:

- Qualifications and experience of the consultant(s) in performing comprehensive plans meeting the objectives outlined herein
- Proposed cost to provide the services requested herein
- Ability of the consultant(s) to meet the expected project completion schedule
- Qualifications and experience of the personnel to be assigned by the consultant(s) to the project
- Location of an office within Missouri or St. Louis/Kansas City metro area

Background

The Rolla, Missouri is the hub of south-central Missouri for education, healthcare, recreation, employment and retail. Rolla is located along I-44, approximately 100 miles west of St. Louis and 100 miles east of Springfield. The population is 19,943 (2020 Census), with much growth expected over the next 10-20 years. Rolla is home to the Missouri University of Science and Technology (MO S&T) with 7,600 students and the Phelps Health hospital system. Rolla is located 30 miles east of Fort Leonard Wood.

Rolla was incorporated in 1858 and became home to the Missouri School of Mines and Metallurgy in 1870. Rolla has seen slow, steady growth while maintaining its sense of small-town charm with larger-city amenities. The City adopted its first Comprehensive Plan in 1976, prepared by Harland Bartholomew and Associates. The current Comprehensive Plan was adopted in 1996 and updated in 2005.

Project Scope

The consulting firm or team shall provide the full range of planning services necessary for the new Comprehensive Plan. At a minimum, the project scope should include:

- Monthly reporting on progress and upcoming activities
- Basic comprehensive planning such as elements/chapters detailing future land use, transportation, housing, environment/natural hazards, infrastructure/utilities, capital improvements, parks/recreation/open space, cultural resources/historic preservation, growth management, economic development, intergovernmental coordination, downtown/neighborhood/specific area plans/corridor plans
- Specific consideration should be given to significant expansion plans with MO S&T, Phelps Health, and Rolla Public Schools; and recent impacts to major transportation improvements, called the Move Rolla TDD
- Meaningful public participation to ensure that the community's vision is included within the Comprehensive Plan, including consultation with the Planning and Zoning Commission during public meetings and a number of public workshops
- Other topics may include items such as infill/redevelopment; long-term economic growth and stability strategies (specifically industrial park analysis); residential development and subdivision standards; stormwater management; floodplain management; walkability and bicycle safety; parking management

Deliverables

- Five (5) color print copies of the Final Comprehensive Plan including any attachments or appendices
- Electronic format of the Comprehensive Plan which will become the property of the City of Rolla for future use and modification
- All other data and information collected through the process in both digital and paper copies
- All public participation materials including any survey results or other information
- All GIS data in a format capable of being integrated into the Rolla GIS

Contractual Requirements

The consultant will be paid on a regular basis upon receipt of proper invoices and progress reports. Payment will be made on a reimbursement basis for services actually performed. Ten percent (10%) of the total contract amount will be withheld pending satisfactory completion of services.

An experienced project manager will be identified to serve as the point of contact and liaison with the City staff and, as necessary, Planning and Zoning Commission, City Council, other boards and commissions, and other interested parties. A demonstrated knowledge of open meeting laws and the importance of public access to all related documents is mandatory.

A portion of the funding for the project is through a grant. The grant may certain reporting requirements and topics to be included in the plan document.



Proposal To Prepare A **COMPREHENSIVE PLAN**

For The City of Rolla, MO

Offered by the H3 Studio Team
January 10th, 2024



HENRY S. WEBBER
Economic and Institutional Strategic Advising Consultant
Managing Principal, Urban Impact Advisors

ROBERT M. LEWIS FAICP, CEcD
Urban Planning and Real Estate Consultant
Saint Louis University Community Planning Lab

Applicant: H3 Studio, Inc.
4395 Laclede Avenue
St. Louis, MO 63108
(314) 531-8000

Point of Contact: Timothy Breihan, A.AIA, Principal
4395 Laclede Avenue
St. Louis, MO 63108
(314) 531-8000 (Office)
(314) 606-6036 (Mobile)

COVER LETTER

January 10, 2023

Ms. Lorri Powell, City Clerk
Rolla City Hall
901 N Elm Street
Rolla, MO 65401
Re: Comprehensive Plan Update

Dear Ms. Powell and members of the Selection Committee:

The H3 Studio Team is proud to submit this proposal to update the City of Rolla's Comprehensive Plan. Our Team has decades of experience navigating the interface between universities, health care centers, and other major institutions and surrounding communities and neighborhoods, and the unique challenges—and opportunities—of these relationships. We are also a local team, with long-term experience in Rolla and southeastern Missouri. Our multi-disciplinary team has been intentionally-crafted to address your anticipated scope of work and our preliminary analysis of the Rolla. Our Team consists of:

H3 Studio: A planning and urban design firm located in St. Louis, H3 Studio has become the southeast Missouri region's leader in community-based, urban design-driven Comprehensive Planning. H3 Studio will lead this planning process using our innovative and unique Comprehensive Plan+ methodology, described in this proposal, which has been successfully executed in recent Comprehensive Plan Updates and community plans throughout the St. Louis region and Missouri, including Washington, De Soto, Lebanon, Florissant, Frontenac, Festus, Ladue, and Creve Coeur.

Archer-Elgin: A locally-owned full-service consulting engineering, surveying, and architectural design firm that is locally-based in Rolla since 1994. The professionals of Archer-Elgin are experts in their field and provide a combined 60 years of project experience in the Rolla community, working in active partnership with Rolla to identify needs, discover alternatives, and thinking ahead about how engineering solutions affect other decisions the City must make. This approach gives Archer-Elgin a deep local and regional perspective on Rolla and its projected future. Recent Archer-Elgin projects include the Delbert Day Cancer Institute, the Missouri S&T pedestrian bridge over I-44, and the legal description for the Move Rolla Transportation Development District (TDD).

Robert M. Lewis: An urban planning and real estate consultant with Saint Louis University Planning Lab, Bob was one of the Founding Principals of St. Louis-based Development Strategies from 1988 to 2017. Bob has advised numerous cities on resilient, place-based economic development, strong neighborhoods, and downtowns including Washington, MO. From 2003-2004, Bob was the acting consultant for the City of Rolla and Phelps County economic development strategy where he actively worked with Rolla City Administrator John Butz. Bob is also a Board Member and the immediate past Board President of Missouri Main Street Connection.

Henry S. Webber: The founder and managing principal of Urban Impact Advisors, Hank Webber has decades of experience in development, administration, strategic planning, and implementation around higher education, innovation districts, and large urban real estate with a focus on business and economic development around universities. In particular, Hank is a master strategist in capitalizing on the unique economic development opportunities that major research universities provide to their surrounding communities, and leveraging these opportunities to attract new markets and industries. Through his work at The University of Chicago, Washington University in St. Louis, and the Cortex Innovation District he has significantly impacted business, residential, and economic growth in the St. Louis and Chicago metropolitan areas.


Our Team has a deep well of local and regional knowledge of Rolla and southeastern Missouri from which to draw. We have also worked together for over two decades to create local- and national-award-winning comprehensive plans, community development, and economic development plans that meet and exceed the requirements of your project. With over 100 years of collective experience, our team's expert knowledge of regional trends combined with our extensive expertise in visioning, master planning and land use planning employs both innovative tools and established best practices to address various opportunities and challenges Rolla may face in the future. This ensures that the comprehensive plan is grounded in regional and national data so that as Rolla grows, it is prepared for any emerging needs at the forefront of innovative, strong, vibrant, diverse, and resilient communities. Our team is prepared to assist Rolla in determining a balanced community development strategy considerate of economics, housing, transportation, arts and culture, parks and recreation, flood resiliency, and infrastructure to prioritize Rolla's neighborhood and housing quality, increase its infrastructural investments, strengthen applications for state and federal funding, and sustain and strengthen the vibrancy of the community.

We understand the important role that Rolla plays as a critical hub of South Central Missouri. Not only is Rolla an important economic engine and employment center, but it boasts a highly desirable quality of life to the people within and around it supported by quality amenities, healthcare, education, and retail. We find that the slogan "The Middle of Everywhere" is a powerful statement that plays into Rolla's accessibility and promise. Rolla is indeed the heart of the South Central region serving over 200,000 people in a 50 mile radius. Planning for the future success of Rolla will need to evaluate the future context and projected regional growth to sustain a viable model which is not only economically grounded and innovative but achievable, creative, and dynamic serving residents and visitors alike.

The H3 Studio Team's approach is strategic, planned to assist Rolla in establishing long term implementation partnerships after the completion of the plan for its future success. Our team prides itself on a portfolio of highly implementable projects at a variety of scales, and we have extensive experience securing funding and resources from local, state, federal, and private sources to help build the community's capacity for implementation throughout the planning process and long after - not just when the plan is done. .

With years of experience providing professional services throughout the region including the City of Union, the City of Washington, Jefferson City, the City of Columbia, and the City of Rolla we are confident that the H3 Studio Team together can provide a comprehensive range of services of exemplary quality that will fulfil and exceed your stated goals and needs. Together we are prepared to create a Comprehensive Plan that is not only economically grounded and innovative but achievable and highly visual. We are very excited by the opportunity that this project presents, and we hope that we are selected to work with you and the community of Rolla on developing a comprehensive vision and plan for Rolla's future!

Sincerely,



John Inelawney Hoal Ph.D., AICP, CNU-A
Founding Principal | Project Director
4395 Laclede Avenue; Saint Louis, MO 63108
314.531.8000 | hoal@h3studio.com



Timothy Breihan, A.AIA
Principal | Project Manager
4395 Laclede Avenue; Saint Louis, MO
314.531.8000 | breihan@h3studio.com

FIRM HISTORY

H3 STUDIO INC

Established: 1999; St. Louis, MO (25 years)

Contact: John Hoal, PHD, R.ARCH (SA),
AICP_CUD, CNU-A
Founding Principal | Project Director

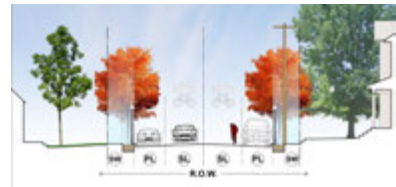
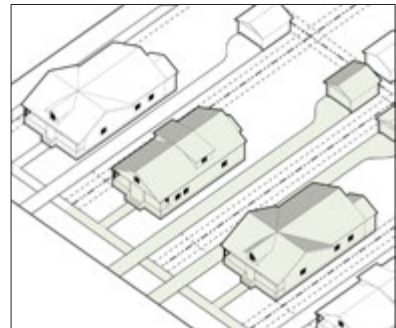
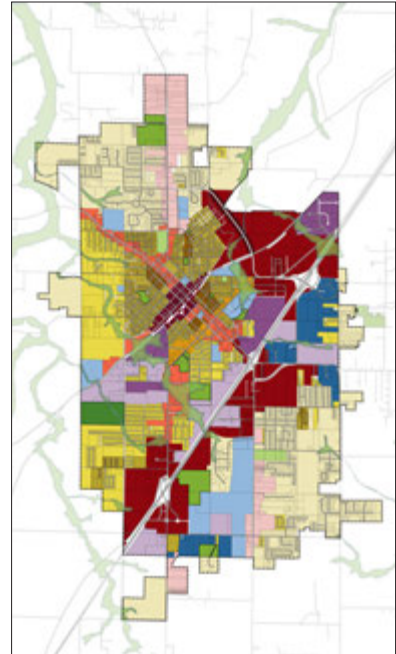
Address: 4395 Laclede Avenue
Saint Louis, Missouri 63108

Staff: 2 principals, 2 professional staff

Phone Number: (314) 531-8000

H3 STUDIO, INC. is a national award-winning St. Louis-based interdisciplinary design and planning firm offering a highly specialized approach to projects within the public and private sector focused primarily on “place-making”, including a range of sustainability, resiliency, urbanism, and coding professional services. H3 Studio has four (4) full-time staff, conducting a diverse practice providing services to private companies, institutions, governments, public agencies, not-for-profit organizations, corporations, and private citizens’ groups in efforts to create people-driven places and sustainable environments.

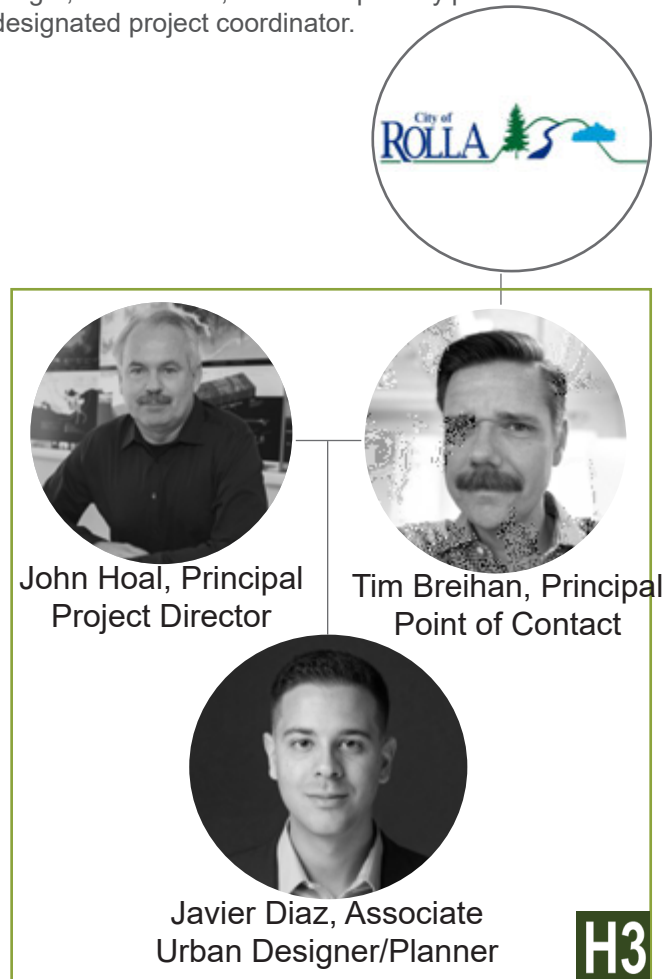
H3 Studio brings a distinctive collaborative design and planning methodology that combines design excellence with research and extensive practical experience. We begin by immersing ourselves in each locale’s historic evolution, culture and current public policy agendas in order to create high quality, vibrant, walkable, and authentic places. H3 Studio is committed to sustainability through the creation of healthy, holistic, and humane communities, environments, and buildings. The working style is oriented around collaboration and interaction reflecting the importance of design and planning being a civic endeavor whether working at the scale of the master plan, building, or particular landscape.



FIRM HISTORY

ORGANIZATION

The H3 Studio team takes a hands on approach to planning and development meaning that the people you meet from the very beginning of this process are the people that will work and dedicate themselves to your plan through its entirety. At H3 Studio, Tim Breihan (project manager) and John Hoal will consistently collaborate on ideas, goals, and development work throughout the plan. They relay information and tasks to the firm's senior designer Javier Diaz who will assist in the technical production of the plan and its elements. Collectively the firm will collaborate and work with the sub-consultants: Archer Elgin engineering out Rolla, MO; Robert Lewis, an independent consultant with Saint Louis University and President of the Missouri Main Street; and Henry Webber, longtime institutional and economic strategic advisor and principal at Urban Impact Advisors. As project manager, Tim Breihan, will be the primary point of contact between the consulting team and the City of Rolla's designated project coordinator.



Statement of Firm Capacity

The H3 Studio Team understands that timeliness is of the essence, and hereby confirms and verifies that all member firms have the ability to begin and complete the Rolla Comprehensive Plan Update in 18 months (contingent upon City decision-making and community engagement considerations), according to a schedule to be mutually-developed and agreed upon with the City. We have no commitments that may prevent this project from being completed on time. Additional information regarding current Team workload can be provided upon request if desired by the City.

ROBERT M. LEWIS, FAICP, CECD

Urban Planning and Real Estate Consultant
Saint Louis University Community Planning Lab

ROBERT M. LEWIS has been an assistant professor of urban planning and development at Saint Louis University for two-and-a-half years after almost 42 years as a practicing planner and economic development consultant. He also conducts a variety of independent consulting assignments. Bob was one of the founding employees of Development Strategies in 1988, a consulting firm with a nationwide practice. Between 2003-2004 Bob was the leading consultant for the City of Rolla and Phelps County Economic Development Strategy and is very familiar with Rolla and Phelps County as well as acting city administrator John Butz who was administrator during the development of the plan. Bob served clients in 35 states until his retirement from Development Strategies at the end of 2017.

Bob's professional skills revolve around the economics of real estate and land development. He has completed numerous projects in development feasibility, market analysis, land use strategies, and financial feasibility. His expertise in real estate market analysis relies on in-depth primary and secondary research which, in turn, leads to implementable plans for private industry, institutions, and units of government.

Bob works in the public, private, and institutional sectors on a wide range of assignments. These include planning and policy analysis for local and regional economies; market and financial feasibility analyses for commercial real estate ventures; economic development marketing programs; attitudinal surveys; focus group moderating; group facilitation for strategic planning; market development trends and economic profiles; tax and economic impact profiles; market evaluation for land development; socioeconomic and fiscal impact assessments; computerized real estate data files; highest and best use studies; housing resource studies; and policy papers for government entities. Bob is also the Board President of Missouri Main Street Connection, an organization that Rolla's Downtown could find potential partnership with.

ROBERT LEWIS + H3 STUDIO

ROBERT M. LEWIS and H3 STUDIO have had a working relationship for over 20 years collaborating on numerous comprehensive, land use, neighborhood, and district plans throughout the region. Most recently Bob Lewis completed work on the Florissant Comprehensive Plan Update and Old Town Master Plan both in Florissant Missouri, with H3 Studio and is currently working with H3 Studio on the Washington Comprehensive Plan update where he is preparing an analysis of demographics, area trends, and labor projections to create an in depth economic revitalization and employment retention development strategy for the city.

Bob Lewis has been a consultant with H3 Studio on numerous types of projects providing a wide range of services including market and retail analysis strategies, neighborhood and housing development analysis, economic development plans, business retention plans, and workforce data. Our teams value an integrative and interdisciplinary practice and consistently collaborates and coordinates the data and research Bob Lewis provides to create an equally integrated and well executed plan. Bob Lewis also attends public and city meetings with the H3 Studio Team and participates in the presentation of data to stakeholders, community members, and city leaders facilitating the overall community engagement process and delivery of data and trend driven comprehensive strategic recommendations.

Though H3 Studio's project manager Tim Breihan will be the single point of contact for the City Bob Lewis will be available and represented in meetings with city staff and the overall community aiding in presenting data, answering questions, and laying the foundation of the economic development strategy for the city.

COMPANY PROFILE

ROLLA TEAM

The leadership of the Archer-Elgin team will be provided by Jeff Medows who will serve in the role of Client Services Manager and primary contact, coordinating the work with the project stakeholders, and Archer-Elgin staff that will be assigned to the project as needed.

OUR HISTORY AND SIZE

CM Archer Group acquired the assets of Elgin Surveying & Engineering, Inc. to form **Archer-Elgin Engineering, Surveying, and Architecture**. With this merger, two quality firms came together to create locally-owned, full-service engineering, surveying, and architecture design firm located in Rolla, Missouri.

- **40-member full-service multi-disciplinary team**
- 17 Professional Engineers, Architects, Land Surveyors, and Landscape Architects
- **Serving Mid-Missouri since 1962**
- Licensed in the states of Missouri, Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Tennessee, Oklahoma and Oregon, Utah and Wisconsin
- **Specialize in public infrastructure** with emphasis on wastewater treatment and collection design; drinking water treatment, distribution, and storage design; electrical system distribution, controls, and instrumentation design; stormwater management and design; and transportation system (including streets, bridges, and pedestrian improvements) planning, development and design

OUR COMPREHENSIVE SERVICES

Consulting Engineering and Architecture: Archer-Elgin provides a **full range of infrastructure and building planning, design, and management services**, with a focus on municipal engineering. Our Total Project Management approach and our in-house multi-disciplined design capabilities allow us to provide our clients with a comprehensive range of services from conceptual planning through system delivery. Our services typically include:

- 40-member full-service multi-disciplinary team
- A full range of infrastructure planning, design, and management services
- Construction management and observation services
- Financing and funding including rate analysis
- Planning services
- Regulatory review and compliance
- Wastewater collection and treatment system design and operations
- Water treatment, storage, and distribution system design and operations
- Building and facility programming and design
- Bridge/structural design
- Electrical distribution, controls, and instrumentation design
- Streets, pedestrian and traffic planning, and design
- Stormwater management and design

Surveying and Mapping: Archer-Elgin's highly-experienced team members have "done it all before" and know what is important while accomplishing any survey project. We use the latest software for Computer-Aided Design and Drafting (CADD), Geographic Information Systems (GIS) as well as other engineering applications, combined with advanced hardware systems allowing us to generate presentation-quality output in a variety of formats. Field survey crews are equipped with the latest in RTK GPS, robotic total station and LiDAR scanning technologies. Surveying and Mapping services provided include:

- Surveys related to right-of-way determination and acquisition
- Engineering design surveys for the preparation of plans and specifications
- Surveys including ALTA/ACSM, airport, bridge, right-of-way, site, as-built, topographic, boundary and utility surveys
- Subdivision plats
- Construction staking
- Control for aerial imagery
- Dependent re-surveys on U.S. public land system
- As-built mapping and conversion to owner's GIS, base map creation, comprehensive plan mapping, county-wide ownership mapping, and plat book preparation, floodplain mapping, municipal zoning mapping, subsurface utility engineering (SUE) mapping, and utilities inventories and mapping



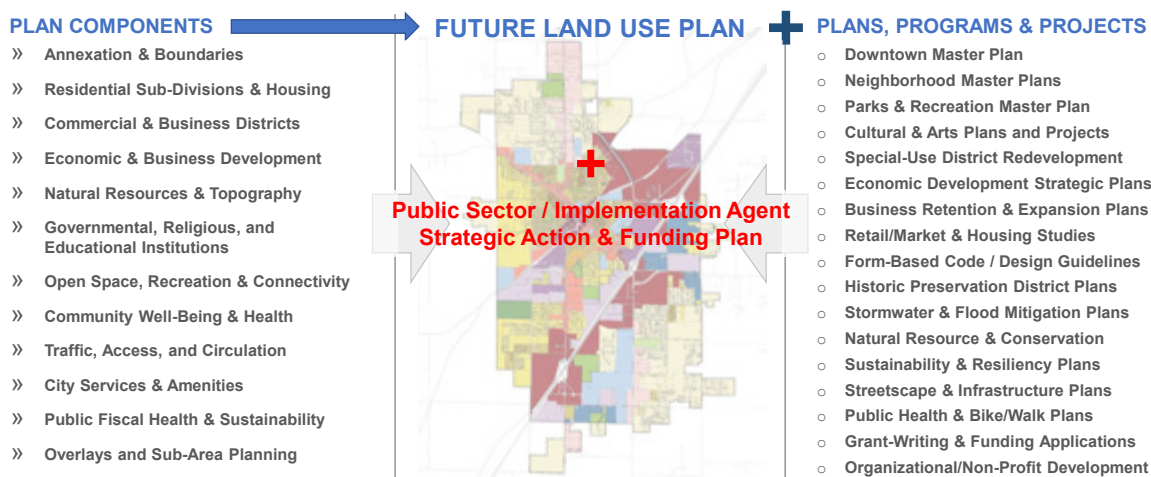
EXPERTISE AND EXPERIENCE

The H3 Studio Team is an expert multidisciplinary team with experience in all facets of Comprehensive Planning and development. Our teams expert knowledge of regional trends facing communities like Rolla combined with our extensive expertise in visioning, master planning and land use planning employs both innovative tools and established best practices to address various opportunities and challenges the community is facing or may face in the future. Ensuring that a comprehensive plan is grounded in the regional and national data and trends ensures that as cities grow they are prepared for emerging needs propelling them to the forefront of innovative strong, vibrant, diverse, resilient communities.

Typically, a comprehensive plan is developed to articulate a community vision and goals with little to no acknowledgment of the City’s zoning code, other regulatory codes, market limitations, opportunities, and the physical outcome of the built environment. The challenges with this approach are profound; all too often, a Comprehensive Plan’s Vision is not permitted—or at least not coordinated with or facilitated by—the City’s regulatory ordinances, resulting in conflict.

H3 Studio’s **Comprehensive Planning+** approach requires a Plan not only to address future land use, housing and neighborhood revitalization, transportation, economic development, public facilities, resiliency, and capital improvements, but it must integrate these components in a place-based, physical urban design framework for focus area planning, future code updates, and the full array of implementation activities available to the City. **This framework is rooted in the long-term resiliency of the community and the creation of an authentic, holistic, and humane environment and sense of place, providing a unified, community-driven vision for both the Comprehensive Plan and the City’s tools for implementation.** Included in the qualifications is a description of our robust approach to planning and engagement as well as a general scope to provide a sense of the comprehensive planning process timeline (see *timeline section of the SOQ*). Our place based integrative approach has led to the adoption and successful implementation of dozens of comprehensive plans across the region.

The Comprehensive Planning+ approach has led the H3 Studio Team to become regional leaders in comprehensive planning over the past eight years. This framework utilizes what we call **Community Place Type Districts**, which define both land use and future physical form. These Districts and their arrangement serve as the Comp Plan’s Future Land Use Plan and, more importantly, can serve as the geographic plan for a future zoning code update. In this way, Community Place Type districts are the framework by which the community’s Vision, the Comprehensive Plan, and City’s Zoning Code are unified.



Our unique approach effectively integrates the community’s vision with the essential implementation tools available to the City—public policy, capital and operational budgets, and land-use and sub-division codes—codifying the community’s vision for ongoing, incremental implementation.

Community Place Type Districts work hand-in-hand with Focus Area urban design planning to create community-driven, character- and place-based solutions. Typically cities will include within the Comprehensive Plan Scope detailed studies and recommendations for specific economically and culturally promising areas such as downtowns, parks, neighborhoods, major commercial districts and detailed economic development or mobility plans. Our Comprehensive Planning+ Approach integrates the range of services needed to make focus area development plans implementable. When developing a Comprehensive Plan’s municipal policies and regulations, it is critical that all community stakeholders are on the same page as to what the recommendation means in the physical realm. Through detailed urban design planning and illustrations of Rolla, the Community Place Type Districts will define the future physical form and land use of the City by **integrating all elements of the plan, including transportation and mobility, housing, economic development, community cohesion, and community image and character.**

H3 Studio has a successful track record of adopted vision-driven, people- and place-based Comprehensive Plans. H3 Studio completed the Creve Coeur 2030 Comprehensive Plan Update in 2017. H3 Studio developed the Plan based on Community Place Types in order to guide incremental development with specific code and regulatory updates to achieve the community’s vision on a lot-by-lot basis. The Plan was unanimously adopted by the City with great public support in March 2017. The Creve Coeur 2030 Comprehensive Plan Update received the **2017 Outstanding Plan Making Award** from the St. Louis Section of the Missouri Chapter of the American Planning Association.

More recently, we have completed Comprehensive Plan Updates for **Union, Missouri; Festus, Missouri; Lebanon, Missouri; Ladue, Missouri; and Florissant, Missouri** utilizing the same innovative Community Place Type based approach that was successfully implemented in Creve Coeur. The Festus Comprehensive Plan was **unanimously adopted** January 9, 2019; the Lebanon, Missouri Comprehensive Plan Update was **unanimously adopted** February 11, 2019; the Ladue Comprehensive Plan was **unanimously adopted** December 15, 2021; the Florissant Comprehensive Plan was **unanimously adopted** May 10, 2022; and the **City of Union, Missouri** Comp Plan was **unanimously adopted** in September, 2022. We are currently and with the **City of Washington, Missouri**, anticipated to be adopted in February 2023.



Rolla, MO: The Middle of Everywhere



Rolla is a critical community along the I-44 corridor approximately halfway between two of the states major cities of Springfield and St. Louis. As the halfway point on this major route, Rolla is a strategic stopping point for fuel and other basic travel services. It is also a critical transportation, education, recreation, healthcare, retail, and employment hub for many of its surrounding communities including approximately 200,000 people in a 50 mile radius. As the gateway to many regional and state recreational parks and amenities Rolla offers a diverse quality of life and amenities that is suitable to a diverse group of demographics. Its high quality of life and affordable status has contributed to its steady growth over the last decade (1.9%) and will contribute to the anticipated growth brought on by the expansion of the communities key institutions, amenities, and services.

Like in many communities Rolla's growth is an encouraged and positive effect of successful planning, investment, and desirability. It is important for Rolla to continue managing and planning for its future pre-emptively by establishing quantifiable and achievable goals for retention and service provision. Currently, Rolla sits at a 43% homeowner occupancy rate and a median household income of \$37,685. Housing in Rolla is primarily rental and the median incomes are 43% lower than the state average and 50% lower than the national average. This suggests that while Rolla may be a successful and desirable community, it may struggle to retain and provide a diversity of job and housing opportunities suitable to graduates and higher earners.

The high rental percentage in Rolla could in part be attributed to the importance of Missouri S&T in the community and a primarily student renting population. The lower median income however suggests that these students who are drawn to Rolla for their promise in education are not staying in Rolla likely due to a lack of higher paying and degree equivalent opportunities in the city. A part of this planning process will need to address retention, economics, and job growth in determining the housing need for the city as well as the expansion of businesses and employment opportunities in Rolla that will make people want to stay in Rolla long term. For these to be successful Rolla will also need to consider and plan for the provision of amenities and services that contribute to safe and healthy neighborhoods and housing, parks and recreation, and reliable infrastructure and transportation within the City to support growth.

1- Access + Visibility

Rolla is primarily accessible via Interstate-44 and in certain occasions crosses the interstate to include parcels of land on either side. This makes the community highly visible and highly accessible to major regional thoroughfare as a premier stopping point during travel. Access and visibility are critical for stopovers and contact points of visitors and

passerby's that contribute to the generated revenue and sales from Rolla businesses and services. The greater the frontage, services, and indicators of the community the better.

2- Institutional Growth

Missouri S&T, Columbia College, East Central College, Phelps Health, Rolla Public Schools, and Rolla Technical Center are all critical institutions that contribute to the growth of the community through partnerships for community development, educational enhancement, quality services, and increased workforce, students, and families. The institutions are naturally driving economic forces and can define the outlook of a community for years to come. Currently, many new residents are drawn to Rolla for educational programs at MO S&T but not many are staying post graduating to contribute to the city's taxes, revenues, and overall income. Part of supporting an institution is finding ways to supply and support a diversity of industries and job sectors in that community. Along I-44 and with several technical schools in the area, Rolla is already well positioned to capitalize on the benefits of the institutions within it and market itself as a premier community for industries, manufacturing, and other employment sectors and markets. In addition to the economics, given the driving force of the institutions on the housing market and community, it will be important for the plan to assess their impact on character and development to align city and institutional goals where applicable.

3- Neighborhoods + Housing

Rolla's zoning is primarily R1 single family suburban residential with concentrated areas or Urban Multi-family and Multi-family around the city core and universities. To support a growing population, expanded workforce development, and student retention more and more communities are transitioning to considerations of greater multi-family and diverse housing types like ADU's and cottage courts in their zoning code. As part of the plan it will be important to assess the existing stock and community desires in Rolla to assess gaps and inconsistencies in the code and plan for future diversity of housing, housing affordability, and increased neighborhood quality which are primary driving factors for incoming residents.

4- Infrastructure

Increased housing diversity and a growing population need to be supported by reliable infrastructure and services. The plan will need to assess areas of critical public works projects and the availability of these services within future annexation and community planning areas such as the areas indicated in Rolla's 2005-2020 urban growth areas and proposed planning areas.

5- Thoroughfares

Key thoroughfares such as highways 63, O and 72, Kingshighway, 10th Street, Old 66, Pine Tree Rd, and Winchester will need to be assessed for congestion patterns, traffic, accessibility, and infrastructure to ensure not only their safety but that they are working efficiently and at an appropriate capacity for the Rolla community. This will include not only examining the potential for beautification but also potential expansions and pedestrian infrastructure to be included in the major streets plan and bike and pedestrian plan.

6- Downtown + Historic Pine

Downtown Rolla is the historic heart of the community and Historic Pine was once the commercial and social center of the community. Many communities are taking initiative to plan for and revitalize their historic hearts and Rolla's Historic Pine Street, which already has good bones and unique businesses should be considered for such an initiative in the plan to create yet another regional destination and draw for the Rolla community.

7- Industry + Economics

Rolla is already served by an industrial park immediately adjacent to Interstate 44 which provides great access to a key state and regional thoroughfare. Part of Rolla's economic future should continue to build on that success to retain businesses and attract new businesses that increase the workforce of the community and diversify job types. Doing so will not only increase demand for housing increase population but will contribute to expanding community revenue and increased incomes. This expansion is well positioned via the institutional programs in the community.

8- Parks + Recreation

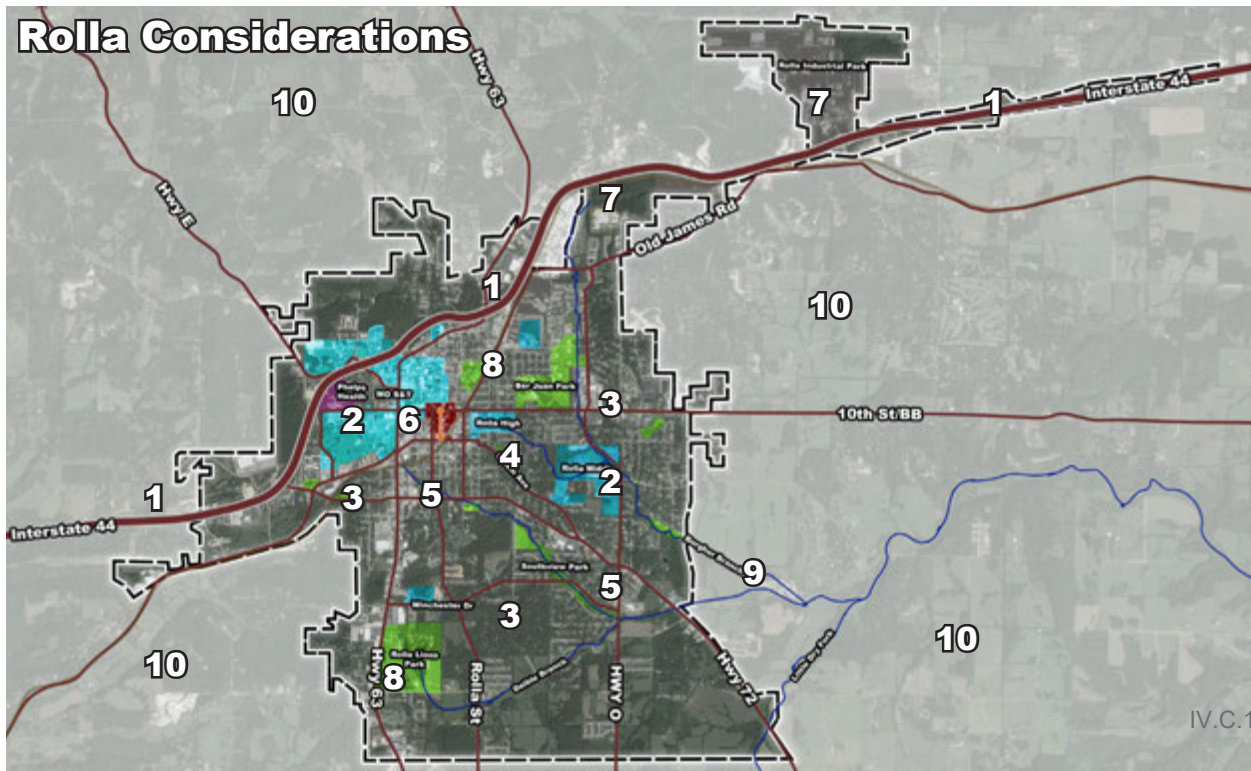
Critical to supporting housing, neighborhoods, amenities, and tourism is the access and quality of parks, recreation, and greenspace in the community. Rolla already boasts an expansive system of parks which are already accessible within a mile to most areas of the community. Ensuring that the parks have ample amenities, are well connected to each other and key services/institutions, and safe will be part of the plan assessment and recommendations as desired by the community.

9- Flooding + Environmental Infrastructure

Hand in hand with parks and recreation is mitigating the effects of any environmental factors in the community. Currently, eight creek branches traverse through Rolla. Many of those systems relate well to park spaces which can offer flood relief and unique landscapes. Identifying flooding impacts and strategies to consider for environmental factors will be a key series of strategies for Rolla.

10 - Annexation

Beyond the internal workings of the City, Rolla has its 2005-2020 recommended planning and urban growth areas. Part of this plan will assess the future growth and expansion of the community to assess the most valuable land for the community and establish feasible parameters for desired future expansion. Currently, Rolla is not bordered by any other communities and has an option to expand in any direction. Calibrating the most sensible and best aligned with the community goals will be a critical step in establishing Rolla's future growth, development, and service parameters.



PROPOSED SCOPE OF SERVICES

The H3 Studio Team’s proposed work plan to develop the City of Rolla’s Comprehensive Plan is organized according to four (4) phases. These phases fulfill our Team’s **Comprehensive Plan+** project approach inclusive of land use planning, housing, economic development, and transportation/infrastructure which also address the Scope of Work requirements outlined in the Request for Proposals.

In addition to the four phases, we have also presented an option for a detailed economic development plan which the City can choose to include as part of this planning process if desired. The optional tasks are reflected in the scope and budget outlines with the word “optional”.

Phase 1: Existing Conditions Analysis

In Phase 1, the H3 Studio Team will collect and assemble all relevant base information, prepare project base maps, and conduct both an analysis of the City of Rolla’s existing conditions as well as an assessment of Rolla’s existing Comprehensive Plan.

Phase 1 Technical Tasks (Existing Conditions Analysis)

Task 1.1: Project Kick-Off and On-Boarding Meeting with the City of Rolla

H3 Studio will conduct a kick-off on-boarding meeting with the City of Rolla Client Group (“Client”) to confirm the project schedule, kick-off activities, coordinate the provision of base data by the Client, and finalize the membership of the Steering Committee and Steering Committee Meeting schedule.

Task 1.2: Data Collection and Production of Base Maps

H3 Studio will collect and inventory all Client-provided and publicly-accessible base data—as maintained by the City of Rolla, Phelps County, and other agencies as available—and prepare a base map for use throughout the Comprehensive Plan process. Base map shall consist of the entire corporate boundary of the City of Rolla and a context area of one-half (1/2) mile beyond the corporate boundary. Base data shall be provided in ArcGIS Shapefile (*.shp) format.

Task 1.3: Existing Physical and Regulatory Conditions Analysis

H3 Studio will conduct an analysis of Rolla’s existing physical and regulatory conditions, to include:

Task 1.3.1: Physical Landscape and Built Environment Analysis

Physical landscape and built environment analysis shall include:

- Topography, landform, and waterways;
- Flood ways, flood plains, and other environmental hazards;
- Street and roadway network;
- Parcels;
- Impervious surface coverage (pavement surface, parking, and building footprints, as available);

- Year built for developed parcels, as available;
- Parks and open space;
- Bike routes, pathways, and trails;
- Existing land use;
- City governance boundaries;
- Utility and service boundaries, as relevant;
- Cultural resources, historic sites and assets, and historic district boundaries; and
- Other special planning districts, jurisdictional, and/or redevelopment areas.

Task 1.3.2: Place-Based Zoning Analysis:

H3 Studio shall analyze existing zoning regulations, comparing zoning district requirements with parcel areas, as-built land use, and parcel coverage. The purpose of this analysis is to:

- Identify parcels which may be non-conforming to their assigned zoning district;
- Understand the development capacity of existing parcels under current zoning regulations (i.e., are existing parcels built at a density level that matches existing zoning? Is less than existing zoning?)
- What development types are permitted in the current zoning regulations, and what types are not permitted?

Task 1.3.3: Institutional Growth and Expansion Plan Analysis:

Hank Webber will lead the analysis and growth and expansion opportunities for Rolla's key institutions, namely Missouri S&T, Phelps Health, and Rolla Public Schools. This analysis will utilize major growth, expansion, and/or redevelopment plans for each institution (as available) to identify land use and physical character impacts to surrounding neighborhoods, districts, and adjacent uses.

Hank Webber will also work with Bob Lewis (in coordination with Task 1.3.4) to identify projected housing needs and projections—as driven by institutional growth and expansion—by specific market sector (i.e. staff/workforce housing, undergraduate off-campus housing, graduate student housing, etc.).

Task 1.3.4: Demographic and Housing Trends, Projections, and Land Needs:

Bob Lewis will prepare an assessment of Rolla's current and projected demographic changes, growth, and impacts on housing and land needs, to include:

- Evaluation of population characteristics (trends and projections) of Rolla in comparison with surrounding areas and cities spanning the 21st century.
- Evaluation of housing needs of Rolla residents with local and regional comparisons of housing characteristics (e.g., value/rent, age, size, units-in-structure, and affordability).
 - Isolation characteristics needed to support and attract Rolla's current and future workforce.
 - Identification of "gaps" in housing availability and affordability for all, with emphasis on workforce housing requirements.
 - Coordination of housing needs and projections with Hank Webber's institutional growth and expansion plan analysis (Task 1.3.3) by specific market sector (i.e. staff/workforce housing, undergraduate off-campus housing, graduate student housing, etc.).

PROPOSED SCOPE OF SERVICES

- Project three (3) scenarios of population and housing growth with related land requirements.

Task 1.3.5: Transportation Analysis

Archer-Elgin will review the Move Rolla Transportation Development District (TDD)'s 2040 traffic projections and planned transportation improvements, compare these to current and projected development in Rolla, and identify potential modifications.

Task 1.3.6: Infrastructure Assessment

Archer-Elgin will engage with Rolla Municipal Utilities (RMU) and the City of Rolla Public Works to identify current plans for Rolla's water, electric, and sewer utilities. Potential modifications based on future growth projections will be identified if necessary.

Task 1.3.7: Stormwater and Flood Assessment

Archer-Elgin will review and summarize Rolla's existing stormwater management requirements, for the purpose of ensuring that new development is protected from flood and stormwater impacts.

Task 1.3.8: Environmental Scan Existing Conditions Report

H3 Studio will compile all mapping and narrative descriptions of the existing conditions analysis into an environment scan report, prepared in *.pptx and *.pdf format.

Task 1.4: Review of Existing Comprehensive Plan

H3 Studio will review and summarize the contents of the existing Comprehensive Plan, to be used in Comprehensive Plan assessment engagement activities.

Task 1.5: Existing Comprehensive Plan Assessment and Prioritization Report

H3 Studio will cross-check the existing Comprehensive Plan Goals and Objectives with current existing conditions. Utilizing feedback gathered in Tasks 1.7.5 Existing Comprehensive Plan Assessment Stakeholder Workshops and 1.7.6 Steering Committee Meeting #1 (described below), H3 Studio will determine the level of implementation, identify how relevant these existing Goals remain today, and articulate peoples' impressions of how well progress has been made toward these Goals.

Task 1.6: Draft Consensus Issues and Opportunities

Utilizing all information collected and developed in Phase 1, H3 Studio will prepare a summary of Draft Consensus Issues and Ideas, which will be used as the basis of identifying Comprehensive Plan priorities and the creation of the updated Comprehensive Plan Community Vision, Community Goals, and Objectives in Phase 2.

Phase 1 Community Engagement

Task 1.7: Phase 1 Community Engagement Activities

Task 1.7.1: Ongoing Website and Social Media Content

The Team will provide content about the Comprehensive Plan planning process to the City for publication on the City's existing website and social media channels.

Task 1.7.2: Ongoing Monthly Progress Reporting

The Team will conduct monthly progress meetings with the Client to advise the Client on work completed to date and projections for work to be completed over the next month. Meeting summaries will be prepared and submitted to Client as part of the project record.

Task 1.7.3: Rolla Online Community Survey (Creation and Administration)

The Team will develop and administer a 20- to 25-question online survey to poll residents and stakeholders on key issues and opportunities facing Rolla. This survey is proposed to remain active through the conclusion of Phase 2.

Task 1.7.4: Rolla Online Business Survey (Creation and Administration)

The Team will develop and administer a 20- to 25-question online survey specific to Rolla business owners to poll them on the key considerations of owning and operating a business in Rolla. This survey is proposed to remain active through the conclusion of Phase 2.

Task 1.7.5: Phase 1 Community Engagement Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 1 work products, for use during the Existing Comprehensive Plan Assessment Stakeholder Workshops and Steering Committee Meeting #1.

Task 1.7.6: Existing Comprehensive Plan Assessment Stakeholder Workshops

The Team will conduct a series of three (3) Assessment Workshops to review and collect input on:

- The extent to which each existing Comprehensive Plan Goal and Objective are still relevant today, and;
- The extent to which the City has been successful in making progress toward achievement of each Existing Comprehensive Plan Goal and Objective.

A total of three (3) workshops will be conducted, one each with:

- A community stakeholder Focus Group;
- City department heads and staff; and
- Planning & Zoning Commission, City Council, and Mayor

Task 1.7.7: Business Owners Focus Group Meeting #1

Bob Lewis and H3 Studio will conduct the first of two (2) “CEO Roundtable” meetings with Rolla business owners.

Task 1.7.8: Steering Committee Meeting 1 - Existing Comprehensive Plan Assessment and Priorities

H3 Studio will advise the Client on identifying and assembling a Comprehensive Plan Steering Committee. This Committee is anticipated to be comprised of elected official and City staff representatives, as well as representatives of other community boards and commissions. The City of Rolla shall be responsible for notifying and scheduling Steering Committee Meetings.

H3 Studio will conduct the first Steering Committee Meeting to present a summary of existing conditions analysis, prioritize the Draft Consensus Issues and Opportunities, and conduct the Plan Assessment process outlined in Task 1.7.5 above. Outcomes of this meeting will be reflected in the Draft Consensus Issues and Ideas described in Task 1.6.

PROPOSED SCOPE OF SERVICES

Phase 2: Community Visioning & Goal Setting

In Phase 2, the Team will work with City staff and the community-at-large to identify the necessary components of the communities Vision for the future, and the Goals—both short-range and long-range—that will serve to fulfill this Vision.

Phase 2 Technical Tasks (Vision, Goals, and Objectives)

Task 2.1: Creation of the Draft Community Vision

The Team will conduct coordination meetings with the City lead for the Comprehensive plan at the discretion of the City. The team recommends bi-weekly meetings.

Task 2.2: Creation of Draft Comprehensive Goals and Objectives

The Team will conduct coordination meetings with the City lead for the Comprehensive plan at the discretion of the City. The team recommends bi-weekly meetings.

Task 2.3: Revised Draft Community Vision, Goals, and Objectives

The Team will conduct coordination meetings with the City lead for the Comprehensive plan at the discretion of the City. The team recommends bi-weekly meetings.

Phase 2 Community Engagement

Task 2.4: Phase 2 Community Engagement Activities

Task 2.4.1: Closing of Online Community Survey

H3 Studio will close the Online Community Survey and prepare the summary report-out of responses.

Task 2.4.2: Closing of Online Business Survey

H3 Studio will close the Online Business Survey and prepare the summary report-out of responses.

Task 2.4.3: Steering Committee Meeting #2/Planning and Zoning Commission Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase 2 work products, for use during Steering Committee Meeting #2.

Task 2.4.4: Steering Committee Meeting #2 - Vision, Goals, and Objectives

H3 Studio will conduct the second Steering Committee Meeting to present the Draft Vision, Goals, and Objectives for review and input. Outcomes of this meeting will be reflected in the Revised Draft Community Vision, Goals, and Objectives described in Task 2.3.

Task 2.4.5: Planning and Zoning Commission Presentation #1

H3 Studio will present the Draft Vision, Goals, and Objectives for information, review, and input. Outcomes of this meeting will be reflected in the Revised Draft Community Vision, Goals, and Objectives described in Task 2.3.

Task 2.4.6: Public Workshop #1 Presentation Materials

H3 Studio will prepare an updated PowerPoint presentation and printed materials of Phase 2 work products, for use during Public Workshop #1.

Task 2.4.7: Public Workshop #1 - Vision, Goals, and Objectives

The Team will conduct the first Public Workshop to present the Draft Community Vision, Goals, and Objectives and obtain feedback on revisions and prioritization. Based upon public input, the Revised Draft Community Vision, Goals, and Objectives will be produced.

Phase 3: Draft Comprehensive Plan Recommendations & Components

Following creation of the Community Vision, Plan Goals, and Objectives, the Team will utilize community and stakeholder input and work with City staff to Draft the Rolla Comprehensive Plan Recommendations and Components.

Phase 3 Technical Tasks (Draft Comprehensive Plan Components)

Task 3.1: Draft Comprehensive Plan Recommendations and Components

Utilizing input gathered in Phase 2, the H3 Studio Team will prepare the Draft Comprehensive Plan Recommendations and Components. These will include:

Task 3.1.1: Final Draft Community Vision Statement

H3 Studio will prepare the Final Draft Community Vision Statement based on input from the Client.

Task 3.1.2: Final Draft Community Goals and Objectives

H3 Studio will prepare the Final Draft Community Goals and Objectives based on input from the Client.

Task 3.1.3: Draft Comprehensive Plan Strategies

H3 Studio will prepare Draft Comprehensive Plan Strategies to achieve the Community Goals and Objectives. Strategies will be provided to the Client for review.

Task 3.1.4: Draft Economic and Workforce Development Strategies

Bob Lewis will prepare draft economic and workforce development strategies, which will:

- Call out industry sectors that can contribute to growth, strength, and economic diversity in Rolla.
- Project land and building space needs of growth sectors to aid in land use planning.
- Identify future labor force characteristics necessary to achieve growth, strength, and economic diversity in Rolla.
- Project population growth and housing needs to support potential growth and diversity in the Rolla economy, including land needs.

PROPOSED SCOPE OF SERVICES

- Empower and guide the existing labor force to upgrade education, skills, and occupations that will lead to higher productivity, personal income, and prosperity in Rolla.
- Describe available tools, techniques, and incentives to achieve the above and the outcomes that can be expected.
 - o Describe how they work, procedures for implementation, and conditions for their use.
 - o Quantitatively project economic and municipal fiscal impacts of realistic, if presently hypothetical, application of these tools, techniques, and incentives.

Task 3.1.5: Draft Housing Strategy

Using demographic projections developed in Phase 1, along with regional and national trends, H3 Studio and Bob Lewis will (1) identify gaps in Rolla's existing housing supply; (2) identify housing market segments currently underserved; and (3) outline strategies to facilitate the creation of housing that fills those gaps. Strategies may include development mechanisms, partnership opportunities, zoning and other regulatory updates, land use modifications, and/or infrastructure improvements.

Task 3.1.6: Draft Institutional Growth and Expansion Strategies

H3 Studio and Hank Webber will utilize the institutional growth and expansion analysis developed in Phase 1, along with regional and national trends, to prepare growth and expansion strategies for Missouri S&T, Phelps Health, Rolla Public Schools, and other major institutions. These strategies will take into account existing expansion plans (as provided) to guide the interface between these institutions, surrounding neighborhoods, and adjacent land uses. Strategies will be incorporated into the Draft Community Place Types and Future Land Use Analysis (Task 3.1.6).

Task 3.1.7: Draft Community Place Types and Future Land Use Plan

Using the place-based zoning analysis completed in Phase 1, H3 Studio will develop a series of Draft Community Place Types to serve as the foundation for future zoning code updates. These Community Place Types will include recommendations for qualitative improvements and regulatory updates associated with geographically-specific boundaries. Community Place Types will serve as the basis of the Future Land Use Plan.

Task 3.1.8: Draft Transportation Recommendations

Archer-Elgin will develop draft transportation recommendations, which are anticipated to include the following:

- Identify roadway expansion opportunities, new connections, and new roadway alignments to support Rolla's geographic growth trajectories.
- Review and incorporate identified short- and long-term improvement plans for Rolla streets and roads, in coordination with MODOT.
- Discuss how transportation and roadway improvements strategies can assist in the economic development of the City.
- Identify potential funding mechanisms.

Task 3.1.9: Draft Parks and Recreation Recommendations

H3 Studio will prepare qualitative recommendations for enhancement of Rolla's parks system, including trail and access enhancements and targets for future park system updates, operations, and expansion.

Task 3.1.10: Draft Bicycle and Pedestrian Facilities Recommendations

H3 Studio will prepare qualitative recommendations for a City-wide bicycle and pedestrian facilities network, building upon Rolla's existing facilities. These recommendations will consist of a variety of on-street and off-street facility types (i.e. bike lanes, bike boulevards, shared sidepaths, shared greenways, etc.) with specific proposed alignments and connection points.

Task 3.1.11: Public Infrastructure Recommendations

Archer-Elgin will, in conjunction with Rolla Municipal Utilities and City Public Works, develop strategic infrastructure recommendations that are coordinated with transportation improvements, in order to facilitate the Future Land Use Plan.

Task 3.1.12: Stormwater and Flood Recommendations

Archer-Elgin will develop recommendations for new district-wide stormwater retention/detention facilities in new development areas identified in the Future Land Plan.

Task 3.2: Focus Area Plans

The H3 Studio Team will prepare up to five (5) focus area plans, expected to include:

- Downtown Rolla;
- Up to two (2) neighborhood / district focus areas (perhaps coordinated with specific institutional expansion plans); and/or
- Up to three (3) corridor plans (i.e. U.S. 63/Old Route 66, Kingshighway; State Route 72; 10th Street / County Route BB; etc.)

Focus Area Plans are anticipated to consist of:

- Specific land uses;
- Physical development / redevelopment / infill strategies;
- Typical street sections with streetscape improvement recommendations;
- Public space / public realm recommendations, as applicable; and
- Focus area identity and gateway location recommendations, as applicable.

Phase 3 Community Engagement**Task 3.3: Phase 3 Community Engagement Activities:****Task 3.3.1: Business Owners Focus Group Meeting #2**

Bob Lewis and H3 Studio will conduct the second of two (2) "CEO Roundtable" meetings with Rolla business owners.

Task 3.3.2: Steering Committee Meeting #3/Planning and Zoning Commission Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of Phase

PROPOSED SCOPE OF SERVICES

3 work products, for use during Steering Committee Meeting #2.

Task 3.3.3: Steering Committee Meeting #3 - Draft Comprehensive Plan

H3 Studio will conduct the second Steering Committee Meeting to present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.

Task 3.3.4: Planning and Zoning Commission Presentation #2

H3 Studio will present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.

Task 3.3.5: Public Workshop #2 Presentation Materials

H3 Studio will prepare an updated PowerPoint presentation and printed materials of Phase 3 work products, for use during Public Workshop #2.

Task 3.3.6: Public Workshop #2 - Draft Comprehensive Plan

The Team will conduct the second Public Workshop to present the Draft Comprehensive Plan Recommendations for review and input. Outcomes of this meeting will be utilized in Phase 4.

Phase 4: Final Comprehensive Plan & Adoption Activities

Utilizing all of the community feedback and input gathered to date, the Team will work with City staff to finalize all of the Comprehensive Plan Materials for adoption by the City of Rolla.

Phase 4 Technical Tasks (Final Comprehensive Plan)

Task 4.1: Final Comprehensive Plan Components

Utilizing feedback from Phase 3, the H3 Studio Team will prepare the Final Comprehensive Plan Components. These will include:

Task 4.1.1: Final Community Vision Statement, Goals, and Objectives

Task 4.1.2: Final Comprehensive Plan Strategies

Task 4.1.3: Final Economic and Workforce Development Strategies

Task 4.1.4: Final Housing Strategy

Task 4.1.5: Final Institutional Growth and Expansion Strategy

Task 4.1.6: Final Community Placetypes and Future Land Use Plan

Task 4.1.7: Final Streets and Roads Plan

Task 4.1.8: Final Parks, Recreation, and Open Space Plan

Task 4.1.9: Final Bicycle and Pedestrian Facilities Plan

Task 4.1.10: Final Public Infrastructure Recommendations

Task 4.1.11: Final Stormwater and Flood Recommendations

Task 4.1.12: Final Focus Area Plans

Task 4.2: Downtown Rolla Specific Opportunities (Optional Task)

As an optional additional task, Bob Lewis will identify specific economic development strategies for Downtown Rolla. In this task, Bob will:

- Conduct or obtain a survey of downtown businesses by type of business and geographic location.
- Evaluate the downtown business mix and juxtapositioning to maximize economic benefits to support local shopping, dining, and entertainment demand as well as to support attraction and expansion of tourism.
- Recommend appropriate additions and relocations of businesses to achieve maximum impact.

Task 4.3: Draft Implementation Priorities and Governmental Strategic Plan

H3 Studio will prepare a series of implementation priorities and a strategic roadmap for advancement of Comprehensive Plan implementation by the City of Rolla government. This will include a selected series of strategic early action items that City agrees can and should be completed in a short-term time frame, typically 1 to 3 years, along with prioritization and time horizons for all Comprehensive Plan Strategies.

Task 4.4: Comprehensive Plan Implementation Plan

H3 Studio will prepare an implementation plan for the Comprehensive Plan Update, which will serve as the final section/chapter of the Comprehensive Plan. This implementation plan is anticipated to consist of:

- Identification of Early Action Items, seven (7) to 10 key plan strategies and sub-action items, to be initiated and/or completed within three (3) to five (5) years of Plan adoption;
- Identification of City department implementation priorities, specifying:
 - Department or agency with primary responsibility for implementation;
 - Other partner departments or agencies with secondary responsibility for implementation;
 - Time horizon for implementation, with a year-by-year identification of when implementation should commence (up to 10 years); and
 - Capital improvement plan indication / considerations for implementation; and
- Implementation Action Matrix, consisting of each Comprehensive Plan Strategy, and indication of the collective impact of each strategy against the key community priorities of the Plan, and a general time horizon (short-term, medium-term, long-term, or ongoing) for implementation.

Task 4.5: Final Comprehensive Plan Document Deliverable

H3 Studio will prepare the final Comprehensive Plan Document, to include:

- Comprehensive Plan document, including all constituent components completed to date;
- Environmental Scan document, as a stand-alone catalogue of existing conditions today; and
- Final planning process information for the City of Rolla website and social media channels.

PROPOSED SCOPE OF SERVICES

Phase 4 Community Engagement

Task 4.6: Phase 4 Community Engagement Activities:

Task 4.6.1: Final Plan Presentation Materials

H3 Studio will prepare a PowerPoint presentation and printed materials of the Final Comprehensive Plan, for use during the remainder of the planning process.

Task 4.6.2: Final Public Open House

The Team will conduct a final Public Open House to present the Final Comprehensive Plan to the community and collect final comments.

Task 4.6.3: Planning and Zoning Commission Meeting Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation with the Planning and Zoning Commission on the Final Comprehensive Plan at a regularly-scheduled Commission meeting

Task 4.6.4: City Council Meeting Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation with the City Council on the Final Comprehensive Plan at a regularly-scheduled Council meeting.

Task 4.6.5: Public Hearing Presentation (1)

H3 Studio will conduct one (1) in-person, informational presentation and Q&A as part of the Public Hearing for adoption of the Comprehensive Plan.

Optional Task: Innovation-Based Economic Development Strategy

Task E.1: Identify Target Industry Sectors for Retention, Expansion, and Attraction in Rolla (Optional Task)

As an optional additional task, Bob Lewis and Hank Webber will identify target industry sections for retention, expansion, and attraction in Rolla, specific to: high-tech innovation industries related to Missouri S&T and Phelps Health; the Hy Point Industrial Park; Twitty Drive industrial park; and scattered industrial sites along Old St. James Road, U.S. 63 / Old Route 66, Old Wire Outer Road; Martin Springs Drive; County Route 251/7000, and others. In this task, Bob and Hank will:

- Conduct or obtain an inventory of businesses in Rolla based on type of business and location.
 - Compare the business inventory to county and regional distribution of business types to help in identifying unique and overlapping characteristics of Rolla's businesses.
- Evaluate economic sector trends and projections in Rolla over time in comparison to Phelps County, state of Missouri, St. Louis metro area, and U.S.A.
 - Business types/NAICS codes
 - Employment
 - Contributions by sector to personal income and gross domestic product
- Define strengths, weaknesses, opportunities, and threats of Rolla's economy in the context of county, state, metro, and national trends, and forces.
- Identify and evaluate sector growth targets of the state and metro area.

- Sectors defined by relevant regional economic development strategic plans.
- Sectors supported by the programs of Missouri S&T and Phelps Health.
- Sectors that best support targeted sectors, including multiplier and value-added effects from Missouri S&T and Phelps Health.
- Compare to Rolla's trends and economic characteristics to identify opportunities for Rolla within the context of regional strengths.
- Project three (3) scenarios of economic development growth with related land and building space requirements.

Task E.2: Evaluate and Project the Rolla Area Labor Force (Optional Task)

As an optional additional task, Bob Lewis will evaluate the existing and project the future labor force characteristics for the Rolla Area. In this task, Bob will:

- Analyze educational attainment, age, occupational skills, wages, commuting, and other relevant data to create profiles of the available labor force.
- Evaluate projections of occupations (net growth over time plus annual job openings) in Missouri, Phelps County, the I-44 corridor, and applicability to Rolla.
- Create a profile of the resident labor force of Rolla, regardless of where they are employed, including population/labor force growth scenarios.
- Create a profile people employed in Rolla, regardless of where they reside.
 - Evaluate affordability of housing in the city for workforce employed in the city.
 - Identify opportunities for housing development to support workforce employed in the city.
- Create a profile of the surrounding labor force area (within 30-minute commute) that might support future economic and housing development opportunities in Rolla.

Task E.3: Innovation-Based Economic Development Opportunities and Implementation Strategies (Optional Task)

As an optional additional task, Hank Webber and Bob Lewis will identify economic development opportunities driven by innovation-based sectors supported by Missouri S&T and Phelps Health, as well as specific strategies to attract and achieve these opportunities. In this task, Hank and Bob will:

- Correlate target industry sectors and labor force characteristics focused on high-tech and innovation industry sectors.
- Identify specific companies to bring to Rolla, and coordinate with Missouri S&T to connect companies with graduates.
- Coordinate with Missouri S&T and Phelps Health to define needs for supportive start-up business and potential business incubator opportunities; connect with national high-tech start-up incubator providers like Cambridge Innovation Centers (CIC).
- Identify land use needs and supportive amenities to create a vibrant, mixed-use innovation district.
- Develop a recommended governance plan and identify potential funding sources for implementation.

Outcomes and recommendations of this Task will be incorporated into the Future Land Plan and other recommendations of the Comprehensive Plan Update.



PROJECT BUDGET

Phase 1: Existing Conditions Analysis

Task 1.1: Project Kick-Off and On-Boarding	\$875.00
Task 1.2: Data Collection and Production of Base Maps	\$2,625.00
Task 1.3.1: Physical Landscape and Built Environment Analysis	\$1,750.00
Task 1.3.2: Place Based Zoning Analysis	\$2,975.00
Task 1.3.3: Institutional Growth and Expansion Plan Analysis	\$9,875.00
Task 1.3.4: Demographic Housing Trends, Projections, and Land Needs	\$3,000.00
Task 1.3.5: Transportation Analysis	\$5,000.00
Task 1.3.6: Infrastructure Assessment	\$5,000.00
Task 1.3.7: Stormwater and Flood Assessment	\$5,000.00
Task 1.3.8: Environmental Scan Existing Conditions Report	\$2,275.00
Task 1.4: Review of Existing Comprehensive Plan	\$1,750.00
Task 1.5: Existing Comprehensive Plan Assessment and Prioritization Report	\$1,400.00
Task 1.6: Draft Consensus Issues and Opportunities	\$1,400.00
Task 1.7.1: Ongoing Website and Social Media Content	\$2,100.00
Task 1.7.2: On-Going Monthly Progress Reporting	\$3,150.00
Task 1.7.3: Rolla Online Community Survey	\$1,575.00
Task 1.7.4: Rolla Online Business Survey	\$1,715.00
Task 1.7.5: Phase Engagement Presentation Materials	\$2,100.00
Task 1.7.6: Existing Plan Assessment Workshop	\$1,400.00
Task 1.7.7: Business Owner' Focus group Meeting	\$455.00
Task 1.7.8: Steering Committee Meeting 1	\$1,050.00

Phase 1 Total Cost: \$56,470

Phase 2: Community Visioning and Goal Setting

Task 2.1: Creation of Draft Community Vision	\$875.00
Task 2.2: Creation of Draft Comprehensive Goals and Objectives	\$2,100.00
Task 2.3: Revised Draft Community Vision, Goals, and Objectives	\$1,400.00
Task 2.4.1: Closing of Online Community Survey	\$0.00
Task 2.4.2: Closing of Online Business Survey	\$0.00
Task 2.4.3: Steering Committee Meeting 2/Planning & Zoning Commission Presentation Materials	\$2,625.00
Task 2.4.4: Steering Committee Meeting 2: Vision, Goals, and Objectives	\$2,550.00
Task 2.4.5: Planning and Zoning Commission Presentation 1	\$875.00
Task 2.4.6: Public Workshop 1 - Presentation Materials	\$1,750.00
Task 2.4.7: Public Workshop 1 - Vision, Goals, and Objectives	\$2,100.00

Phase 2 Total Cost: \$14,275.00

PROJECT BUDGET

H3

Phase 3: Draft Comprehensive Plan Recommendations

Task 3.1.1: Final Draft Community Vision Statement	\$218.75
Task 3.1.2: Final Draft Community Goals and Objectives	\$831.25
Task 3.1.3: Draft Comprehensive Plan Strategies	\$2,450.00
Task 3.1.4: Draft Economic and Workforce Development Strategies	\$2,000.00
Task 3.1.5: Draft Housing Strategy	\$3,675.00
Task 3.1.6: Draft Institutional Growth and Expansion Strategies	\$7,406.25
Task 3.1.7: Draft Community Place Types and Land Use Plan	\$5,600.00
Task 3.1.8: Draft Transportation Recommendations	\$2,500.00
Task 3.1.9: Draft Parks and Recreation Recommendations	\$2,975.00
Task 3.1.10: Draft Bicycle and Pedestrian Facilities Recommendations	\$2,450.00
Task 3.1.11: Public Infrastructure Recommendations	\$2,500.00
Task 3.1.12: Stormwater and Flood Recommendations	\$2,500.00
Task 3.2: Focus Areas (Depends on # of selected areas) Assumes 2	\$4,200.00
Task 3.3.1: Business Owners Focus Group Meeting 2	\$455.00
Task 3.3.2: Steering Committee Meeting 3/Planning and Zoning Commission Presentation Materials	\$3,150.00
Task 3.3.3: Steering Committee Meeting 3 - Draft Comprehensive Plan	\$2,640.00
Task 3.3.4: Planning and Zoning Commission Presentation 2	\$875.00
Task 3.3.5: Public Workshop 2 Presentation Materials	\$1,750.00
Task 3.3.6: Public Workshop 2 - Draft Comprehensive Plan	\$2,990.00

Phase 3 Total Cost: **\$51,166.25**

Phase 4: Final Comprehensive Plan and Adoption Activities

Task 4.1.1: Final Community Vision, Goals, and Objectives	\$87.50
Task 4.1.2: Final Comprehensive Plan Strategies	\$612.50
Task 4.1.3: Final Economic and Workforce Development Strategies	\$700.00
Task 4.1.4: Final Housing Strategies	\$1,225.00
Task 4.1.5: Final Institutional Growth and Expansion Strategies	\$2,468.75
Task 4.1.6: Final Community Place Types and Future Land Use Plan	\$1,750.00
Task 4.1.7: Final Streets and Roads Plan	\$2,500.00
Task 4.1.8: Final Parks, Recreation, and Open Space Plan	\$525.00
Task 4.1.9: Final Bicycle and Pedestrian Facilities Plan	\$525.00
Task 4.1.10: Final Public Infrastructure Recommendations	\$2,500.00
Task 4.1.11: Final Stormwater and Flood Recommendations	\$2,500.00
Task 4.1.12: Final Focus Area Plans (Assuming 2)	\$1,050.00
Task 4.2: Downtown Rolla Specific Opportunities (Optional Task)	See <i>Optional</i>
Task 4.3: Draft Implementation Priorities and Governmental Strategic Plan	\$875.00
Task 4.4: Comprehensive Plan Implementation Plan	\$525.00
Task 4.5: Final Comprehensive Plan Document Deliverable	\$1,800.00
Task 4.6.1: Final Plan Presentation Materials	\$1,400.00
Task 4.6.2: Final Public Open House	\$1,050.00
Task 4.6.3: Planning and Zoning Commission Meeting Presentation	\$350.00
Task 4.6.4: City Council Meeting Presentation	\$350.00
Task 4.6.5: Public Hearing Presentation	\$350.00

Phase 4 Total Cost: **\$23,143.75**

PROJECT BUDGET

Optional Task: Downtown Rolla Specific Economic Development Opportunities

Task 4.2: Downtown Rolla Specific Opportunities (Optional Task)	\$2,400.00
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Optional Task: Innovation-Based Economic Development Strategy

Task E1: Identify Target Industry Sectors for Retension, Expansion, and Attraction in Rolla (Optional Task)	\$12,000.00
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Task E2: Evaluate and Project the Rolla Area Labor Force (Optional Task)	\$4,500.00
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Task E3: Innovation-Based Economic Development Opportunities and Implementation Strategies (Optional Task)	\$15,000.00
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Optional Tasks Total:	\$33,900.00
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Project Phases

Phase 1:	Existing Conditions Analysis	\$56,470.00
Phase 2:	Community Visioning & Goal Setting	\$14,275.00
Phase 3:	Draft Comprehensive Plan Recommendations & Components	\$51,166.25
Phase 4:	Final Comprehensive Plan and Adoption Activities	\$23,143.75
Core Task Group Sub-Total:		\$145,055.00
Reimbursable Expenses:		\$2,800.00

Optional Tasks

Optional Task 4.2:	Downtown Rolla Specific Opportunities	\$2,400.00
Optional Task E1:	Identify Target Industry Sectors for Retention, Expansion, and Attraction in Rolla	\$12,000.00
Optional Task E2:	Evaluate and Project the Rolla Area Labor Force	\$4,500.00
Optional Task E3:	Innovation-Based Economic Development Opportunities and Implementation Strategies	\$15,000.00

Fee Proposal Range: **\$147,855.00 to \$181,755.00**

IV.C.35

PROJECT TIMELINE

The following project timeline is representative of the RFP stated timeline goals and objectives and correlates to the proposed scope of work presented within this submission (see section IV Work Program; Pg 48-60)

Assuming a start date in late February as stipulated by the Comprehensive Plan RFP this timeline provides the stipulated 18 month process from February 2024 to July of 2025. This time is in compliance with required completion prior to September 1, 2025 as indicated in the RFP. Significant expected milestones and deliverables include:

June 2024: Environmental Scan Analysis Report Deliverable

October 2024: Vision, Goals, and Objectives Deliverable

February 2025: Draft Plan Deliverable including:

Vision, Goals Objectives

Draft Plan Strategies

Draft Economic and Workforce Development Strategies

Draft Housing Strategies

Draft Institutional Growth and Expansion Strategies

Draft Community Place Types and Land Use Plan

Draft Transportation Recommendations

Draft Parks and Recreation Recommendations

Draft Bicycle and Pedestrian Facilities Recommendations

Draft Public Infrastructure and Stormwater Recommendations

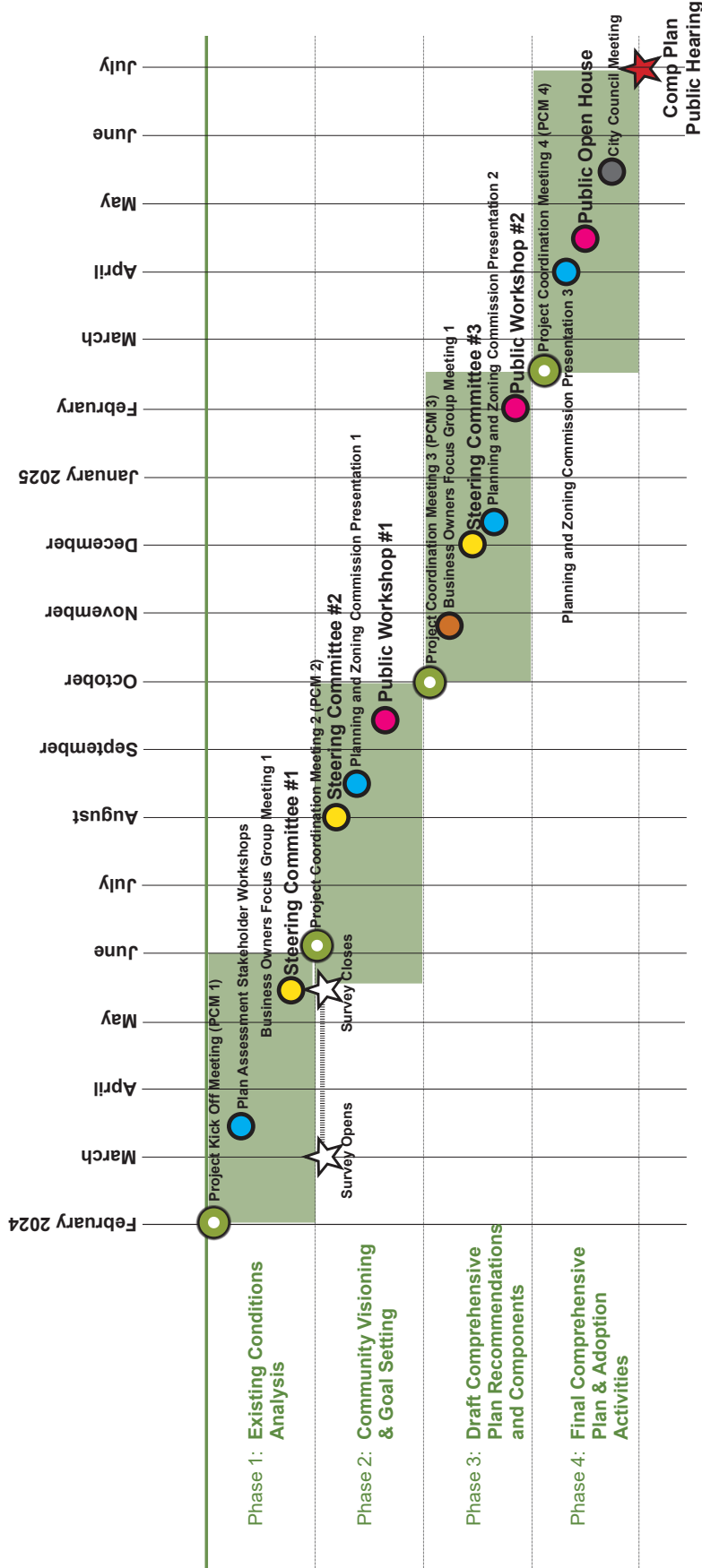
Draft Focus Area Plans

July 2025: Plan Adoption and Hearing

Includes the final development plans for all aforementioned components plus the implementations priorities and strategic implementation plan.

PROJECT TIMELINE

Rolla Comprehensive Plan Update Proposed Project Timeline



- Project Coordination Meetings (PCM)
- City Council Meeting
- Steering Committee Meetings
- Business Owners Roundtables
- City Staff / Elected & Appointed Officials Work Session / Retreats
- Public Workshops
- Plan Adoption Public Hearing

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

ITEM/SUBJECT: St. Pat's 2024

BUDGET APPROPRIATION

DATE: 02/20/2024

COMMENTARY:

St. Pat's Court will arrive Wednesday, March 13th at the "Puck" on campus at 11:30. The annual St. Pat's Parade will take place on Pine Street Saturday, March 16th beginning at 11:00 a.m. with a concert at the Band Shell following. The following is a list of parking lot/street closures for this year's events. A map of the street closures for the parade is attached. Also included are the flyers for the St. Pat's 5k and Beer Run sponsored by the Rolla Area Chamber of Commerce.

Friday March 18

6:00 pm to Midnight	Northeast Festival Lot Northwest Festival Lot Band Shell Festival Lot
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Saturday March 19

Midnight to 4:00 pm	Northeast Festival Lot Northwest Festival Lot Band Shell Festival Lot
5:00 am to End of Parade	Pine Street from 6th to 11th 7th, 8th, 9th, 11th, at Pine Street 6th Street from Rolla to Pine
6:00 am to End of Parade	Park Street from 5th to 6th Main from 5th to 9th Rolla from 5th to 12th 7th, 8th from Park to Railroad 9th from Main to Pine 11th, 12th from Pine to Elm
6:00 am to End of Concert (Approximately 4PM)	Oak from 8th to 11th 7th, 8th from Rolla to Park Elm from 9th to 10th 9th from Pine to Oak
During the Parade	6th from State to Elm 10th from Main to Elm

Staff from the Rolla Police Department and Rolla Public Works will assist with street closures for the parade. We will be utilizing the parade barriers approved by council at this parade. An example of what the parade barriers look like are included in the packet.



ST. PAT'S BEER RUN



Saturday, March 16
Register at VisitRolla.com

Location	Time	Cost
7th & Rolla St. Downtown Rolla	Registration 8 am Race Start 9:30 am	\$35 by February 24 \$60 for 5K & Beer Run

Presented By:

Sponsored By:



For more information, contact the Rolla Chamber of Commerce 573-364-3577



BEST EVER ST. PAT'S 5K



Saturday, March 16
Register at VisitRolla.com

Location	Time	Cost
7th & Rolla St. Downtown Rolla	Registration 7:00 am Race Start 8:00 am	\$35 - register by Feb. 24 \$60 for 5K & Beer Run

For more information, contact the Rolla Chamber of Commerce 573-364-3577

Presented By:



ARGYLE CATERING

Sponsored By:



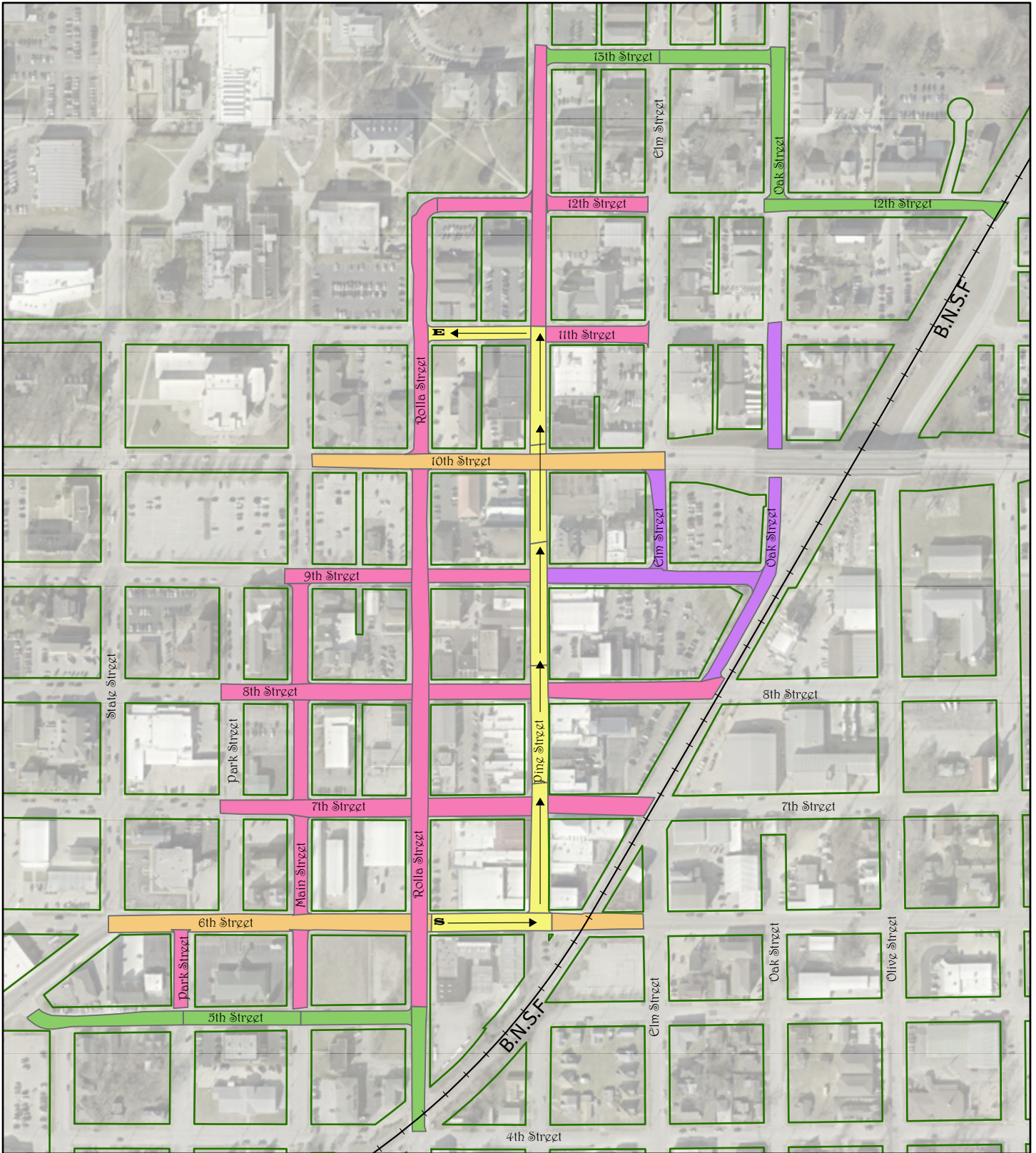
Steve's Pest Control, Inc.
Professional Pest and Termite Elimination Services



EL MAGUEY
MISSOURI S&T

PLANK PEST CONTROL
SCHMIDT CPAS & ADVISORS

TOWN & COUNTRY BANK
IV.D.3



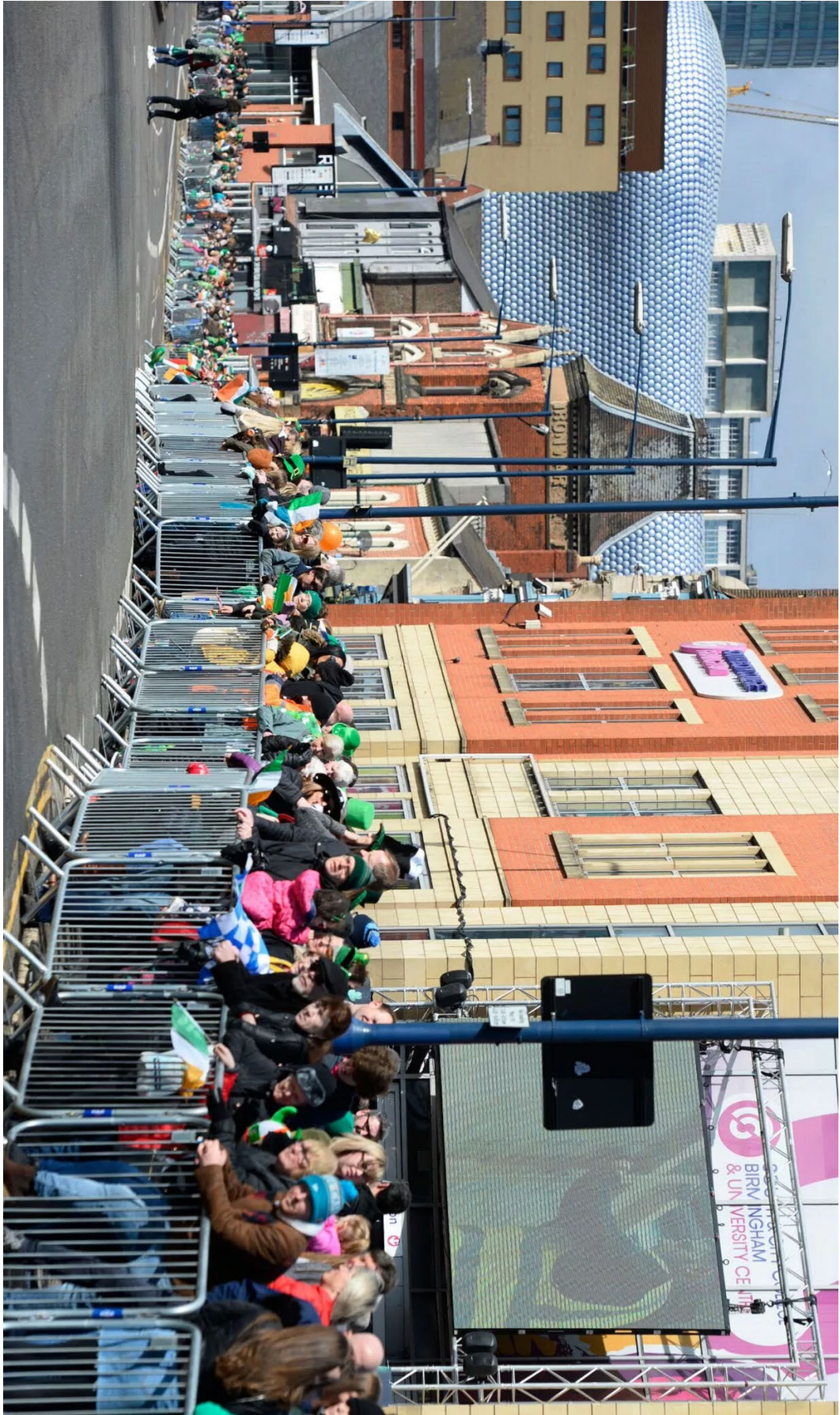

St. Pat's Parade




2024

Legend

- Closed Until After**
- 6 A.M.-End of**
- Closed During**
- 5 A.M.-End (Parade)**
- Detour**



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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: First Reading

ITEM/SUBJECT: Ordinance Authorizing Real Estate Purchase – .5 acres on Olive Street

TOTAL BUDGET APPROPRIATION: \$32,000 +/- DATE: February 20, 2024

COMMENTARY:

The City of Rolla was approached by the new owners of the .7 acre tract at the southeast corner of Olive Street and Highway 72 inquiring into our interest in purchasing the southern .5 acres +/- . The property is immediately adjacent to the Green Acres ballfield and parking lot. The City had expressed interest in purchasing same in the past but the price was always too high.

Working through Realtor Sharlene Henry, the parties have agreed to a purchase price of \$30,000. In addition the City will initiate the survey and subdivision of the property if Council so authorizes the sale contract. With a 2/3rds. vote of Council, the funds would be taken from the Park Land Reserve Fund (balance of \$75,0000) the very purpose of the those funds.

The goal ultimately will be to expand the parking lot but initially we plan to gravel same before ultimately paving (future budget). Plan is to work around the existing mature tree if possible.

Recommendation: First Reading

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A VACANT LAND SALE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND KRISTOFER ZIMMERMAN REGARDING THE PURCHASE OF A TRACT OF LAND ON OLIVE STREET NEAR GREEN ACRES PARK.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a vacant land sale contract with Kristofer Zimmerman, 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 4th DAY OF MARCH, 2024.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Vacant Land Sale Contract

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

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

City of Rolla

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

1. PROPERTY.

Seller agrees to sell and Buyer agrees to buy the real estate located in the municipality of (if incorporated) Rolla (if left blank, deemed unincorporated and outside of municipal boundaries) and commonly known as:

11 11 37N 8W TBD Olive Street Rolla MO 65401 Phelps
7 **Section Township Range Street Address City Zip Code County**

(Check box if legal description attached)

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

Such real estate, together with all attached improvements and fixtures thereon (unless specifically excluded below), all rights, privileges and easements appurtenant thereto, and any item of personal property specifically included below, are collectively the "Property".

2. INCLUSIONS AND EXCLUSIONS.

The Purchase Price and the Property includes (but is not limited to) all permanently attached equipment and fixtures not specifically excluded below which now exist and are located on the real estate, all of which Seller warrants to convey free and clear. Note: This Contract, and not the Seller's Disclosure Statement, multiple listing or other promotional material provides for what is included in this sale. To avoid misunderstanding, list below, as "included" or "excluded", any items which may be subject to question.

The following items are also included in the sale (e.g., list any non-affixed equipment, machinery or other personal property to be included):

n/a

The following items are excluded from the sale (e.g., list any items reserved, leased or otherwise not owned by Seller such as satellite dish equipment):

n/a

3. PURCHASE PRICE/EARNEST MONEY.

The "Purchase Price" for the Property to be paid by Buyer (subject to adjustments as provided herein) is: \$30,000

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

The "Earnest Money" to be applied to Purchase Price at Closing is (if applicable, check one below) \$1,000

has been provided (recipient to complete "Receipt & Acknowledgement" following this Contract)

shall be delivered by Buyer to the Escrow Agent no later than ten (10) days after the Effective Date (unless otherwise specified).

All Earnest Money shall be delivered to South Central Land Title ("Escrow Agent").

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

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

4. CLOSING.

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

Hwy 72, Rolla, MO on 04/30/2024 (the "Closing Date").

Possession and all keys will be delivered to Buyer at Closing. Note: Attach a rider if possession is to be transferred other than as of Closing: See e.g., RES-3010 (Residential Lease); MSC-2080R (Possession by Buyer Prior to Closing); MSC-2090R (Possession by Seller After Closing); MSC-2085R (Limited Purpose Entry by Buyer Prior to Closing).

Brokers are not responsible for delivery of keys. Buyer should change locks following possession.

Unless specified otherwise, Seller warrants that the Property will be vacant as of the time of Closing (e.g., except for tenant(s) in possession pursuant to a lease approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted, and free of any debris or personal property not included above. (Note: If the Property is to remain tenant occupied, please complete and attach Rental Property Rider MSC-2035R).

5. APPRAISAL/ FINANCING. (Check all applicable boxes)

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

A. Appraisal. Buyer's performance under this Contract is contingent upon the Property appraising at not less than the Purchase Price, by an appraiser selected by Buyer and licensed by the State of Missouri (or selected by Buyer's lender if this Contract is also contingent on financing). If the appraised value is less than the Purchase Price, Buyer may request a reduction in the Purchase Price (but not less than the appraised value). If Buyer desires to act on this contingency, Buyer must deliver a written request (and a copy of the appraisal) to Seller no later than days (25 if none stated) after the Effective Date. Note: MSC-2020N Appraisal Notice (Part A) may be used for this purpose. If Buyer does not timely deliver the Appraisal Notice to Seller, this contingency shall be deemed waived. If the parties do not reach a written agreement to reduce the Purchase Price as requested within days (5 if none stated)

61 after delivery of the Appraisal Notice to Seller (the "Appraisal Resolution Deadline"), then this Contract shall automatically terminate
62 (with Earnest Money returned to Buyer, subject to §8) unless Buyer waives this contingency by delivering Notice thereof to Seller on
63 or before the Appraisal Resolution Deadline. **Note: MSC-2020N (Part C) may be used for this purpose.** If the Purchase Price is
64 reduced, the loan amount in Buyer's financing contingency (if any) shall be proportionately reduced.

65 **B. Not Contingent Upon Financing.** Although not a condition to performance, Buyer may finance any portion of Purchase Price.
66 **C. Nonconventional: Attach Government Loan (MSC-2011R) Seller Financing (MSC-2012R) or Assumption (MSC-2013R) Rider.**

67 **D. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to completing a loan application,
68 paying for a credit report, appraisal and any other required fees, providing all information required by lender and otherwise cooperating
69 fully to make a good faith effort to obtain the financing described below. If Buyer does not deliver Notice, provided by Buyer's lender, to
70 Seller of Buyer's inability to obtain a loan on the terms described below, by 5:00 p.m. on the date (the "Loan Contingency Deadline")
71 which is _____ days (25 if none stated) after the Effective Date, then this contingency shall be deemed waived and Buyer's performance
72 under this Contract shall no longer be conditioned upon Buyer obtaining financing; provided however, if such lender will not give Buyer
73 such Notice, then Buyer may directly notify Seller (on or before the Loan Contingency Deadline) by providing a notarized affidavit that
74 Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from
75 lender (e.g., see MSC-2010A "Buyer's Financing Contingency Affidavit" or MSC-2010B "Non-Individual Buyer's Financing Contingency
76 Affidavit"). If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain a
77 loan on the terms described below, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to §8).

78 (Complete one or both) Loan amount: _____ % of the Purchase Price, or \$ _____
79 Initial interest rate not to exceed: _____ % Amortization term _____ years.
80 Rate Type (check one): Fixed Adjustable Other: _____
81 Other terms (N/A if blank): _____

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

84 **6. TITLE/SURVEY. Note: Any Seller paid Title Fees set forth below are in addition to any "Seller Concessions" (see §10).**
85 Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by (unless otherwise
86 specifically agreed) general warranty deed (the "Deed"), properly executed and in recordable form.

87 Within 20 _____ days (10 if none stated) after the Effective Date (check applicable box below):

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

90 **B. Seller shall deliver to Buyer a Title Commitment to issue an Owner's Policy (cost of both to be split 50/50 between parties).**

91 **C. Seller shall deliver to Buyer a Title Commitment, at Seller's cost, to issue an Owner's Policy at Buyer's cost.**

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

93 The Title Commitment and Owner's Policy shall be issued by _____ (the "Title Company").
94 Buyer, at its sole option, expense and liability, may also obtain a survey of the Property ("Survey") to confirm its legal description and
95 determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may
96 be disclosed. **Note: All surveys are not alike. Buyer should consult with its lender and Title Company as to their survey requirements**
97 **and ability to provide full survey coverage. MSC-2500 (Survey/Elevation Certificate Order Form) may be used to indicate the type of**
98 **survey or service Buyer selects and the company to perform the same.**

99 Buyer has _____ days (20 if none stated) to review the Title Commitment after its receipt, including (except as set forth in §7B with
100 respect to subdivision matters) all use and other restrictions, rights of way and easements, and all other recorded documents which Buyer
101 may desire to obtain (the "Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or
102 referred to therein and/or the Survey ("Objections"); provided, however, that if box 6D is checked, then Buyer has _____ days (20 if none
103 is stated) after the Effective Date (which shall be deemed to be the "Review Period") to review all such matters and deliver Notice of any
104 Objections to Seller. **Note: MSC-2055N (Title & Survey Notice) may be used to facilitate the delivery of any Objections.**

105 If Buyer timely objects, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections.
106 Seller has _____ days (7 if none stated) after receipt of Buyer's Objections to agree in writing to correct the same, prior to Closing, at
107 Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____ additional days
108 (3 if none stated) after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept title without correction of
109 such Objections. **Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to**
110 **agree to correct any of them.** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer
111 (subject to §8). If any defect objected to causes a failure of marketable title, then Seller shall be liable for any survey and title charges.
112 Seller is solely responsible and liable for clearing any title exception that arises between the Effective Date and Closing. Any existing
113 monetary lien (other than a lien created as a result of Buyer's actions, and any taxes or assessments to be prorated at Closing) may be
114 paid out of the Purchase Price proceeds. Subject thereto, any item shown (or which could have been shown) on the Survey or Title
115 Commitment for which Buyer does not timely deliver a Notice of Objection shall be deemed waived, and together with all laws and zoning
116 ordinances, are collectively referred to herein as the "Permitted Exceptions". The Owner's Policy must include mechanic's lien
117 coverage. Subject to any Seller Concessions (see §10), Buyer is solely responsible for the cost of any lender title insurance policy.

118 7. INSPECTIONS.

119 **A. General.** The Property is being sold in its present condition, with no warranties, expressed or implied (except as may be
120 given to Buyer in writing). Conditions of the Property that are disclosed or clearly visible should be considered by Buyer in setting the
121 Purchase Price, or by making correction of such conditions by Seller a requirement of this Contract. Notwithstanding anything herein
122 to the contrary, Buyer may inspect (or appraise) the Property or have it inspected (or appraised) by others on Buyer's behalf. Buyer
123 agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims,
124 costs, demands and expenses, including without limitation reasonable attorney fees and court costs, resulting from any inspection of
125 the Property, which obligations shall survive termination of this Contract. Waiver of any inspection rights under this §7 shall not waive
126 any other rights of Buyer herein. Seller agrees to permit inspections of the Property by any qualified inspector or appraiser selected
127 by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller.

128 **B. Property Data.** Within _____ days (5 if none stated) after the Effective Date (the "Property Data Review Period"), Buyer may
129 review additional data regarding the Property, including but not limited to: zoning regulations; subdivision indentures, covenants,
130 declarations and restrictions, association bylaws, rules and regulations, and financial information for the subdivision of which the
131 Property is a part; taxes; school district; square footage of improvements; and the presence of registered sex offenders or other
132 convicted criminals in the area ("Property Data"). If unsatisfied with any Property Data, Buyer may terminate this Contract (with
133 Earnest Money returned, subject to §8) by delivering Notice thereof to Seller prior to expiration of the Property Data Review Period.
134 **Note:** MSC-2049N (Property Data Review Termination Notice) may be used for this purpose. Failure to timely provide such Notice
135 constitutes a waiver of such termination right and Buyer's acceptance of all Property Data.

136 **C. Inspection Reports.** Buyer may, at Buyer's option and expense, obtain written inspection reports of the condition of the
137 Property as reasonably deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of:
138 flood plain status; environmental hazards; plumbing, including water well and irrigation, sewer, septic and waste water treatment
139 systems; electrical systems and equipment; gas lines; soils and drainage; **Note:** The availability of insurance must also be ascertained
140 during the Inspection Period, including but not limited to homeowner's and flood insurance, and the possibility that premiums may increase
141 over the amount previously charged for insurance coverage(s).

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

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

153 (1) Buyer is satisfied with all inspections;

154 (2) There are unacceptable conditions to be satisfied by Seller (prior to scheduled Closing Date, unless otherwise specified); or

155 (3) Buyer elects to terminate the Contract, with Earnest Money returned to Buyer (subject to §8), excepting only as follows:

156 **LIMITATION of inspection rights (only applies if the following box is checked):**

157 (Check Box only if applicable) Buyer waives its right to unilaterally terminate the Contract (i.e., Buyer waives option (3) above).
158 Buyer must give Seller an opportunity to correct, prior to the scheduled Closing Date, unacceptable conditions noted (i.e., Buyer's
159 Inspection Notice must select from only option (1) or (2) above).

160 **WAIVER of inspection rights (only applies if the following box is checked):**

161 (Check Box only if applicable) Buyer waives its right to object to any Property Data or to submit an Inspection Notice with respect
162 to any matter described in this §7.

163 **E. Resolution Period.** If this Contract is not terminated as provided above, the parties shall have _____ days (10 if none stated)
164 after Seller's receipt of the Inspection Notice (the "Resolution Period") to reach a written agreement as to (a) who will complete and
165 pay for the correction of any unacceptable conditions; or (b) a monetary adjustment at Closing in lieu thereof; or this Contract will
166 automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by (a) Seller to meet
167 all requirements originally submitted by Buyer in the Inspection Notice (at Seller's expense prior to the scheduled Closing Date); or
168 (b) by Buyer to accept the Property without satisfaction of any such requirement; shall constitute an "agreement" for purposes of this
169 paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment,
170 interest rate and private mortgage insurance), and may also affect Buyer's ability to obtain any required occupancy permit.

171 **F. Municipal/Governmental Inspections.** Seller agrees to apply for any required occupancy compliance inspection, including
172 those of any municipal, conservation, fire district or other governmental authority (e.g., back flow certification) at Seller's expense. If
173 the Property does not pass all such inspections, Seller must provide Notice to Buyer within _____ days (15 if none stated) after the
174 Effective Date of any violation or requirement that Seller will not correct or satisfy; **Failure to provide timely Notice eliminates**
175 **Seller's ability to negotiate any noted inspection violation or requirement, and Seller must correct and satisfy all such**
176 **matters prior to the scheduled Closing Date.** If Seller timely notifies Buyer of Seller's refusal to correct or satisfy all such matters,
177 Buyer and Seller have _____ days (10 if none stated) after Buyer's receipt of Seller's Notice in which to reach a written agreement as
178 to (a) who will complete and pay to correct and satisfy all such matters; or (b) to a monetary adjustment at Closing in lieu thereof; or
179 this Contract will automatically terminate with Earnest Money to be returned to Buyer (subject to §8). Either a written commitment by
180 (a) Seller to correct and satisfy all such matters, at Seller's expense prior to the scheduled Closing Date; or (b) Buyer to accept the
181 Property without correction or satisfaction of any matter contained in the original report provided; shall constitute an "agreement" for
182 the purposes of this paragraph, even if earlier negotiations failed. **Note:** A monetary adjustment may affect the terms of Buyer's loan
183 (e.g. down payment, interest rate and private mortgage insurance), and also Buyer's ability to obtain any required occupancy permit.
184 **Buyer is cautioned not to rely on governmental inspections, and to become independently satisfied with the condition of the Property.**

185 **G. Broker Role.** Buyer (and all involved real estate licensees, including the broker(s) assisting Buyer and/or Seller and their
186 respective licensees identified in §25 below, collectively, the "Brokers") may be present during any inspection of the Property and
187 "walk-through." Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract, and
188 not in any way be interpreted as providing Brokers with special knowledge or understanding of any inspection results. The parties
189 will rely only upon inspection results provided by the appropriate expert(s), and acknowledge that Brokers have no expertise or
190 responsibility in determining any defects. The parties will also not rely upon Brokers in any way as to the selection or engagement of
191 a particular company for any inspection, warranty or service. Inspections, warranties and services may be offered by more than one
192 company, and the determination to select and engage a particular company, and the completeness and satisfaction of any such
193 inspection, warranty or service, is the sole responsibility of Buyer. When choosing to engage a lender, inspector, warranty, service,

194 title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and
195 omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of
196 experience. **Note:** Buyer may use form MSC-2045 (Buyer's Inspection Authorization) to coordinate this process.

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

205 **8. DISPOSITION OF EARNEST MONEY AND ESCROW ITEMS.**

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

220 **9. LOSS; CONDEMNATION.**

221 Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and
222 extended coverage insurance (if any) on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and
223 repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a
224 condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property
225 is destroyed or materially damaged, then Seller shall promptly provide Notice to Buyer of any such event, together with copies of any
226 written communications to and from the condemning authority and/or insurer (as the case may be), the policy limits and (if known) the
227 amount of proceeds payable on account of any physical damage to the Property, and whether Seller intends to restore, prior to the
228 scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition
229 before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing. **Note: MSC-2510N (Property Damage**
230 **Notice) and MSC-2520N (Taking Notice) may be used to deliver Notice of any Property damage (or Taking) and any election made in**
231 **connection therewith.**

232 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall promptly provide
233 Buyer with a copy of any policy(ies) of insurance (or authorize that it be made available), the name and number of the agent for each
234 policy and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the
235 transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating
236 to any physical damage caused to the Property, in which case the amount of any such payments theretofore made to Seller (plus the
237 amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer
238 at Closing, and Seller shall assign to Buyer all such remaining claims and rights to or arising out of any such casualty or taking,
239 including the right to conduct any litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further
240 liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of
241 Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance
242 information, and Closing will be extended accordingly, if required (i.e., if such information is not received by Buyer more than 10 days
243 prior to the date scheduled for Closing). Seller shall not settle any claim regarding a taking of any part of the Property by eminent
244 domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which
245 approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election
246 to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and
247 Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements.
248 The provisions of this Section shall survive Closing.

249 **10. ADJUSTMENTS AND CLOSING COSTS.**

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

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

- 257 (a) hazard insurance premium(s) from and after Closing;
- 258 (b) flood insurance premium if required by lender;
- 259 (c) fees for any Survey or appraisal ordered by or for Buyer;

- 260 (d) Title Company charges (e.g., Closing, recording, escrow, wiring and closing protection letter fees) customarily paid by a buyer in the
261 County where the Property is located;
262 (e) any lender charges (e.g., appraisal/credit report fees, loan discount "points", loan origination/funding fees and other loan expenses);
263 (f) any inspections ordered by or for Buyer;
264 (g) special taxes, subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing;
265 (h) the value of any heating oil or propane gas left in any tank at the Property (based on supplier current charges);
266 (i) agreed upon repairs;
267 (j) any applicable municipal, conservation, fire district or other governmental authority occupancy compliance permit fees (; and
268 (k) any commission or other compensation due from Buyer to the Broker(s).

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

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

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

- 279 (a) current rents collected by or on behalf of Seller (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be
280 collected by Seller and not adjusted
281 (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
282 (c) all other profits, royalties, tolls or earnings arising out of or in connection with the Property ("**Income**") provided that no proration
283 shall be made to any Income of which any portion is more than thirty (30) calendar days past due, which delinquent Income may
284 be collected by Seller. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing pertaining to any
285 time period prior to Closing and for which no adjustment has been made, after deducting and crediting any amounts due to Buyer
286 for any time period after Closing
287 (d) any installments of Special Assessments becoming due and payable during the calendar year of Closing;
288 (e) subdivision upkeep assessments and monthly association fee;
289 (f) flat rate utility charges (including water, sewer and trash); and
290 (g) boat dock fees.

291 **Seller Concessions:** Notwithstanding the foregoing, at (and only upon) Closing, Seller shall pay ("**Seller Concessions**") up to, but not
292 to exceed the amount set forth at §3 towards Buyer's Closing costs, prepaids, inspections, lender fees, charges and expenses, Title
293 Commitment, Owner's Policy or lender title insurance policy costs and fees ("**Title Fees**") paid by Buyer, or any other expenses/fees
294 associated with the Closing, all as approved by Buyer's lender (but not to include the cost of any home warranty, Title Fees paid by Seller
295 or any brokerage or transaction fees charged by Buyer's Broker).

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

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

310 **12. ENTIRE AGREEMENT/MODIFICATION.**

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

314 **13. DEFAULT/REMEDIES.**

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

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

326 release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service
327 agreement between them.

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

335 **14. PREVAILING PARTY.**

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

339 **15 SELLER'S DISCLOSURE STATEMENT. (check one)**

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

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

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

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

353 **16. WALK-THROUGH/VERIFICATION OF CONDITION.**

354 Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through"
355 and verify the condition of the Property. A "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to
356 confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) any repairs which are required or
357 agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through".
358 Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract. Seller will arrange, at
359 Seller's expense, to have all utilities turned on during the Inspection Period and during a "walk-through" (unless utilities have been
360 transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within ____ days
361 (4 if none stated) prior to Closing.

362 **17. SIGNATURES.**

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

368 **18. GOVERNING LAW/CONSTRUCTION.**

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

377 **19. NOTICES.**

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

384 **20. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)**

- 385 Government Loan MSC-2011R Farm Program Review Rider FRM-2020R
386 Back-Up Contract MSC-2023R Contingency for Sale of Buyer's Existing Property MSC-2021R
387 Contingency for Closing of Buyer's Existing Property MSC-2022R
388 Other _____
389 Other _____
390 Other _____

391 **21. SPECIAL AGREEMENTS.** (complete only if applicable) Property being transferred is the southern most part of the original survey
392 #R-6396, Tract 1, dated 3-30-95, by Elgin Surveying, approximately 150ft x 150ft, to be determined by a survey. Survey will be ordered by buyer, at
393 buyer's expense. Survey to be approved by seller prior to closing.
394 _____
395 _____

396 **22. LICENSEE PERSONAL INTEREST DISCLOSURE.** (complete only if applicable)
397 n/a _____ (insert name of licensee)
398 is a real estate broker or salesperson, and is (check one or more, as applicable):
399 a party to this transaction;
400 a principal of and/or has a direct or indirect ownership interest in Seller Buyer; and/or
401 an immediate family member of Seller Buyer. Specify: _____

402 **23. SOURCE(S) OF BROKER(S) COMPENSATION.** (check one, neither or both, as applicable)
403 Seller Buyer (Note: actual compensation shall be determined by applicable brokerage service agreements)
404 Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage
405 Relationship Section below is (are) the only real estate broker(s) involved in this sale.

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

411 **Licensee assisting Buyer is a:** (Check appropriate boxes)
412 Buyer's Limited Agent (acting on behalf of Buyer)
413 Seller's Limited Agent (acting on behalf of Seller)
414 Dual Agent (acting on behalf of both Buyer & Seller)
415 Transaction Broker Assisting Buyer (not acting on
416 behalf of either Buyer or Seller)
417 Subagent of Seller (acting on behalf of Seller)
418 (Also check here if serving as a designated agent)

Licensee assisting Seller is a: (Check appropriate boxes)
419 Seller's Limited Agent (acting on behalf of Seller)
420 Buyer's Limited Agent (acting on behalf of Buyer)
421 Dual Agent (acting on behalf of both Seller & Buyer)
422 Transaction Broker Assisting Seller (not acting on
423 behalf of either Seller or Buyer)
424 (Also check here if serving as a designated agent)

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

426 Sharlene Henry Real Estate, LLC
427 **Broker's Firm Assisting Buyer**
428 Broker's Firm State License #2020003726
429 By (Signature) Sharlene Henry
430 Licensee's Printed Name: Sharlene Henry
431 Licensee's State License # 2002018226
432 Date: _____ MLS ID No. (if required): _____

Sharlene Henry Real Estate, LLC
Broker's Firm Assisting Seller
Broker's Firm State License #2020003726
By (Signature) Sharlene Henry
Licensee's Printed Name: Sharlene Henry
Licensee's State License # 2002018226
Date: _____ MLS ID No. (if required): _____

433 **25. FRANCHISE DISCLOSURE.**

434 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

435 **26. SALES INFORMATION.**

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

439 **27. FIRPTA.**

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

442 **28. ANTI-TERRORISM.**

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

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

447 Buyer's offer to purchase the Property shall automatically expire if Seller has not accepted it by 4:00 _____ p.m., on
448 03/13/2024 (the "Acceptance Deadline"). This offer may be accepted by: (1) Seller signing it; and (2)
449 providing timely notice of such acceptance (which may be given orally or in writing) to Buyer or to the licensee assisting Buyer (i.e., on
450 or before the Acceptance Deadline). This Contract will become valid and legally binding at such time. The "Effective Date" of this
451 Contract shall be the date adjacent to the signature of the last party to sign this Contract.

452 **30. TIME IS OF THE ESSENCE.**
453 **Time is of the essence in the performance of the parties' obligations under this Contract.** All references to a specified time
454 shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

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

456
457 **BUYER** **Date**
458 Printed Name: Louis J. Magdits, Mayor

SELLER **Date and Time**
Printed Name: Kristofer Zimmerman, Member

459
460 **BUYER** **Date**
461 Printed Name: _____

SELLER **Date and Time**
Printed Name: _____

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

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

462
463 **SELLER REJECTS OFFER (Initial)**

464 **SELLER COUNTER-OFFERS (Initial)**
465 Counter Offer form MSC-2040, which amends the terms of
466 this offer, is attached and incorporated into this Contract
467

RECEIPT & ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent as set forth above.

By (Signature)

Licensee's Printed Name: Sharlene Henry

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.
Last Revised 12/31/21.

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V.A.11

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

ITEM/SUBJECT: Emergency Truck Purchase

BUDGET APPROPRIATION:

DATE: 2/20/2024

COMMENTARY:

The engine in a 2012 F350 used by the Street Department experienced a catastrophic engine failure with 51,000 miles. The estimated cost to repair is \$18,000. We typically replace trucks at 10 years but were trying to get a couple of more years out of this unit and were going to budget to replace next year. It is a vital piece of equipment for the Street Department. Staff contacted local vendors for a replacement truck available now. Hutcheson Ford in St. James has a 2024 F450 in stock for \$57,615.00. The lead time to purchase a truck through traditional bidding is approximately 1 year. Staff is requesting permission to purchase the 2024 truck from Hutcheson Ford for \$57,615.00. We estimate the salvage value of the truck to be \$15,000.

The truck will have a flat bed installed at an upfitter.





ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2024 F450 4X2 CREW CHASSIS
XL 203" WB CHASSIS CAB
7.3L DEVCT NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT

EXTERIOR OXFORD WHITE
INTERIOR MEDIUM DARK SLATE VINYL

RE C35781

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- MIRRORS - HTD, PWR GLASS/MANUAL-FOLD/TURN SIGNALS
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER BRAKE CONTROLLER
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 4.2" PRODUCTIVITY SCREEN
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- POWER LOCKS AND WINDOWS
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UPFITTER SWITCHES

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- REMOTE KEYLESS ENTRY
- STABILIZER BAR, FRONT/REAR
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.650A
- 10-SPEED AUTO TORQSHIFT
- 4.88 RATIO REGULAR AXLE
- FRONT LICENSE PLATE BRACKET
- 16500# GVWR PACKAGE
- 50 STATE EMISSIONS
- SPARE TIRE AND WHEEL JACK

(MSRP)

- NO CHARGE
- NO CHARGE
- NO CHARGE
- NO CHARGE
- NO CHARGE
- 350.00
- NO CHARGE

PRICE INFORMATION

BASE PRICE	\$55,270.00
TOTAL OPTIONS/OTHER	350.00
TOTAL VEHICLE & OPTIONS/OTHER	55,620.00
DESTINATION & DELIVERY	1,995.00

EPA DOT

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

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*Based on 1977–2022 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



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RAMP ONE	CA6K	CONVOY	Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
RAMP TWO	ITEM #: 53-D409 O/T 1		

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SPECIAL ORDER
PL071 N RB 2X 420 002792 11 07 23

Joe Polizzi

Work Experience:

I have been President & CEO of Town and Country Supermarket, Inc. since August 2016. Prior to that I was the Vice President and General Counsel for 5 years.

Before moving to Rolla, I was in-house counsel for UniGroup, Inc (the parent of United Van Lines and Mayflower Transit) and before that I was in private practice.

Education:

St. Louis University B.S. in Business Administration with a major in Accounting (1999)

St. Louis University School of Law, J.D. (2002)

St. Louis University Graduate School of Business, M.B.A. (2008)

Current and Former Board/Officer Positions:

Town and Country Supermarket, Chairman of the Board

Town & Country Bank

Missouri Grocers Association, Current President

Rolla Knights Soccer Club, Secretary

Phelps Health Foundation

Harris Baking Company

Former Board member of Rolla Area Youth Soccer League

Personal:

Rolla resident for over 12 years. Married with two kids

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