

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, June 3, 2024; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, MATTIAS PENNER, MEGAN JOHNSON, NATHAN CHIRBAN, STEVE JACKSON, MATTHEW FRIDLEY, WILLIAM HAHN, ROBERT KESSINGER, STANLEY MAYBERRY, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Greven

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
 - 1. City Council Minutes – May 6, 2024
 - 2. City Council Minutes – May 20th, 2024

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report April 2024
- b. Building Codes monthly report – April 2024
- c. Police Department Monthly Report – April 2024
- d. Animal Control Division Report – April 2024
- e. Rolla Municipal Court Summary – April 2024
- f. The Centre Income Statement ending April 2024
- g. City of Rolla Financials ending April 2024

IV. PUBLIC HEARINGS – None

V. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

VI. OLD BUSINESS –

- A. **Ordinance** to remove parking on selected sections of Pine Street between 12th and Bishop. (PW Director Darin Pryor) **Final Reading**

VII. **NEW BUSINESS** –

- A. **Resolution** to extend lease with Downtown Barber Shop. (City Administrator John Butz)
- B. **Ordinance** authorizing the execution of a block grant agreement with the Missouri Department of Transportation for the design of Taxiway A Pavement Rehabilitation. (PW Director Darin Pryor) **First Reading**
- C. **Ordinance** authorizing the Consultant Agreement with Woolpert, Inc for design services on the airport taxiway. (PW Director Darin Pryor) **First Reading**

VIII. **CLAIMS and/or FISCAL TRANSACTIONS** – None

IX. **CITIZEN COMMUNICATION**

X. **MAYOR/CITY COUNCIL COMMENTS**

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

- A. Next Meeting Date, Monday, June 17th, 2024

XII. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021- None

XIII. **ADJOURNMENT** -

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MAY 6TH, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Pro-Tem Kevin Greven

Council Members in Physical Attendance: Joshua Vroman, Mattias Penner, Nathan Chirban, Matt Fridley, Steve Jackson, William Hahn, Rob Kessinger, Kevin Greven, Stanley Mayberry, Victoria Steen, and Tina Balch,

Council Members Absent: Megan Johnson

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Community Development Director Dawn Bell, City Planner Tom Coots and City Counselor Nathan Nickolaus.

Mayor Pro-Tem Kevin Greven called the meeting to order at approximately 6:30 p.m. and asked Councilman Hahn to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
1. City Council Minutes – April 1, 2024
 2. Closed Session City Council Minutes – April 1, 2024
 3. City Council Minutes – April 15th, 2024
 4. Closed Session City Council Minutes – April 15th, 2024

A motion was made by Chirban and seconded by Balch to approve the minutes. A voice vote showed 10 Ayes, zero Nays, 2 Absent (Steen and Johnson).

Note: Councilwoman Steen joined the meeting at 6:34 pm and City Counselor Nathan Nickolaus joined the meeting at 6:43 pm.

II. PUBLIC HEARINGS – None

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

- a. Environmental Services Department Monthly Report March 2024
- b. Building Codes monthly report – March 2024
- c. Police Department Monthly Report – March 2024
- d. Animal Control Division Report – March 2024
- e. Rolla Municipal Court Summary – February and March 2024
- f. RMU Board of Public Works Minutes for March 26, 2024
- g. The Centre Income Statement ending February 2024
- h. Bicycle Pedestrian Advisory Committee Minutes March 14th, 2024
- i. DRC Commission Meeting Minutes for April 16th, 2024
- j. Park Advisory Minutes for March 27th, 2024

There was a short discussion with questions regarding Council oversight and what information is to be gleaned from the culmination of reports. City Administrator John Butz also shared that there would be a Council Workshop at the end of July regarding the Centre.

IV. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. CPA Amanda Wiggins gave a presentation of the 2023 Chamber of Commerce Hotel Motel Tax Audit Report. There were no significant difficulties or major findings at the completion of the audit.
- B. RMU GM Rodney Bourne – Presentation of 2nd quarter financial report. RMU GM Rodney Bourne presented Council with his 2nd quarter report. He shared there is an operating loss of \$350,093, a decrease from the year prior. Total operating expenses for the 2nd quarter are up \$287,805 from the year prior for a total of \$16,792,314. Total Net income for the 2nd Quarter was \$377,895, a difference from the previous year due to a milder winter causing a decrease in MWh purchased.
- C. BPAC Safety Presentation and National Bike Month (May) Proclamation – Aimee Campbell and Ken Kwantes spoke on the activities available during the month of May to celebrate and promote National Bike Month. Public Works Director Darin Pryor educated the public with bike and pedestrian safety tips. Mayor Pro-Tem Greven read a proclamation for National Bike Month.

V. OLD BUSINESS –

- A. **Ordinance** amending Chapter 37 of the Rolla City code and enacting a new section enacting a sales tax at the rate of 3% for Adult Use Recreational Marijuana for General Fund needs. (City Administrator John Butz) City Counselor Nathan Nickolas read the ordinance for its final reading, by title: ORDINANCE 4801: AN ORDINANCE AMENDING CHAPTER 37 OF THE ROLLA CITY CODE AND ENACTING A NEW SECTION IMPLEMENTING A SALES TAX AT THE RATE OF 3% FOR ADULT USE RECREATIONAL MARIJUANA FOR GENERAL FUND NEEDS. A motion was made by Kessinger and seconded by Vroman to approve the ordinance. A roll call vote showed: Ayes: Hahn, Mayberry, Chirban, Greven, Vroman, Steen, Kessinger, Penner, Balch, Fridley, and Jackson. Nays: zero. Absent: Johnson.
- B. **Ordinance** to authorize contract with Raising Solution, LLC, for slab stabilization on the Highway 72 bridge. (PW Director Darin Pryor) City Counselor Nathan Nickolas read the ordinance for its final reading, by title: ORDINANCE 4802: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND RAISING SOLUTIONS, LLC. A motion was made by Jackson and seconded by Fridley to approve the ordinance. A roll call vote showed: Ayes: Vroman, Jackson, Steen, Greven, Penner, Chirban, Fridley, Kessinger, Mayberry, Hahn, and Balch. Nays: zero. Absent: Johnson.

VI. NEW BUSINESS –

- A. **Ordinance** to submit to voters ballot issue to increase Hotel/Motel Tax from 3% to 5%. (City Administrator John Butz) City Counselor Nathan Nickolas read the ordinance for its first reading, by title: AN ORDINANCE CALLING FOR AN ELECTION TO BE HELD IN THE CITY OF ROLLA, MISSOURI, ON THE SIXTH DAY OF AUGUST, 2024, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE CITY OF ROLLA, MISSOURI, THE PROPOSITION OF INCREASING THE THREE PERCENT TAX ON EACH SLEEPING ROOM OCCUPIED AND RENTED BY TRANSIENT GUESTS OF HOTELS AND MOTELS LOCATED IN THE CITY OF ROLLA, MISSOURI, TO A FIVE PERCENT TAX FOR PROMOTING THE CITY AS A CONVENTION, VISITOR, AND TOURIST CENTER. After a lengthy discussion with Chamber Staff, Councilman Chirban requested an amendment to consider a 1% increase in lodging tax that will be prepared by legal counsel.

- B. **Ordinance** amending chapter 33 of the City Code pertaining to Pawn Brokers, sellers of gold, silver and platinum, junk dealers, and dealers of second hand goods. City Administrator John Butz explained that based on concerns expressed from a local pawn broker and their legal representatives, City Counselor Nathan Nickolas did a comprehensive review of the City’s ordinance on pawn brokers, precious metal dealers, scrap dealers and second hand dealers. City Counselor Nathan Nickolas read the ordinance for its first reading, by title: AN ORDINANCE AMENDING CHAPTER 33 OF THE CITY CODE PERTAINING TO PAWN BROKERS, SELLERS OF GOLD, SILVER AND PLATINUM, JUNK DEALERS, AND DEALERS OF SECOND HAND GOODS.
- C. **Motion** to authorize City Administrator John Butz to sign the Sovereign Immunity Preservation Rider - City Administrator John Butz explained to Council that the City obtains insurance quotes annually for renewal of the general liability, property coverage and workers comp. Private carriers are now requiring an official motion/authorization preserving immunity annually to coincide with policy renewals. A motion was made by Vroman and seconded by Chirban to allow the City Administrator to sign to the authorization. A voice vote showed 11 Ayes, zero Nays, and 1 Absent.
- D. **Informational** – Community Development Director Dawn Bell Shared that a creek in the Frisco watershed has now been named The Frisco Creek by the United States Board on Geographic Names.
- E. **Informational** – Update to Chapters 20 and 42 - Community Development Director Dawn Bell shared that changes to the zoning code were being presented to the P&Z Commission in regards to overnight shelters and how they are enforced. This will officially come back to Council after being presented to P&Z on May 14th.
- F. **Resolution** approving staff to proceed with public notification regarding the renaming of a portion of Old Saint James Rd from 18th to the city limits/Quarry Rd/County Rd 3030. (City Planner Tom Coots) City Counselor Nathan Nickolaus read the resolution for one reading, by title: RESOLUTION 2033: A RESOLUTION TO DEEM IT NECESSARY TO RENAME THAT PORTION OF COUNTY ROAD 3060 WITHIN THE CITY LIMITS TO OLD SAINT JAMES ROAD AND TO AUTHORIZE THE PUBLIC NOTIFICATION PROCESS FOR SAID STREET NAME CHANGE. A motion was made by Chirban and seconded by Vroman to approve the resolution. A voice vote showed 11 ayes, zero nays, 1 absent.

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

- A. **Motion** to award bid to Donald Maggi, Inc for Project #517 – Pine Street Improvements and **Ordinance** to enter into agreement with same. (PW Director Darin Pryor) A motion was made by Vroman and seconded by Hahn to award the bid to Donald Maggi Inc. for \$331,428.10 for Pine Street concrete improvements. A voice vote showed 11 Ayes, zero Nays, 1 Absent (Johnson). City Counselor Nathan Nickolaus read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI, INC.

VIII. CITIZEN COMMUNICATION

- A. Jaired Hall-Christy Drive: Spoke of a voluntary free market, providing proof of need verses want before passing a tax proposal, and encouraged Council to vote against the Chamber of Commerce’s request for a 2% Hotel/Motel tax increase.
- B. Ken Bergman – county resident: Shared that he was against the requested 2% Hotel/Motel tax increase and shared his concerned about the previously discussed AI data collection program.

IX. MAYOR/CITY COUNCIL COMMENTS

Mayor Pro-Tem Greven recognized and read highlights from the following three Proclamations.

- A. National Police Week (May 12-18th) and Peace Officers’ Memorial Day (May 15th) Proclamation
- B. Local Government Week (May 5-11) Proclamation
- C. Building Safety Month (May) Proclamation

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, May 20th, 2024
- B. Mayor Pro-Tem Greven invited all on May 8th to the Waynesville High School for a Community Salute to Service to celebrate High School Seniors who are enlisting in a branch of the military.
- C. Councilman Chirban corrected an error on the agenda stating the next meeting would be May 20th instead of May 15th.
- D. Councilman Kessinger would like to follow-up on deer control within the city limits. City Administrator John Butz shared that Columbia, Mo has one of the most successful Urban Deer Hunting Programs and will invite the Mo Dept. of Conservation for a future Council discussion..
- E. Councilman Hahn recognized Hayden Kissinger for accepting his appointment to the U.S. Air Force Academy.
- F. Public Works Director Darin Pryor extended an invitation for an Open House at the Eugene Northern Hall on May 9th from 4:30pm-6:00pm where 10 year project plans for the Prop P tax will be discussed.

XI. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- None

XII. ADJOURNMENT –

With nothing further to discuss, the meeting was adjourned at 9:10 pm.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MAY 20TH, 2024; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Physical Attendance: Joshua Vroman, Mattias Penner, Megan Johnson, Nathan Chirban, Matt Fridley, Steve Jackson, William Hahn, Rob Kessinger, Kevin Greven, Stanley Mayberry, Victoria Steen, and Tina Balch,

Council Members Absent: None

Department Directors and Other City Officials in Physical Attendance: Fire Chief Jeff Breen, Police Chief Sean Fagan, Public Works Director Darin Pryor, Finance Director Steffanie Rogers, Environmental Services Director Roger Pankey, Community Development Director Dawn Bell, City Planner Tom Coots and City Counselor Nathan Nickolaus.

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman Kessinger to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS –

- A. Amendments to Chapter 20, Housing and Chapter 42, Planning and Zoning regarding to Overnight Shelters and related uses. **Postponed to June 17th, 2024.**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

III. OLD BUSINESS –

- A. **Ordinance** to submit to voters ballot issue to increase Hotel/Motel Tax from 3% to 5%. City Administrator John Butz reviewed the origin of the Rolla Hotel Motel Tax and based on the current 3% rate collecting approximately \$450,000 a year, the proposed 2% would collect an estimated additional \$300,000. He then explained the distribution breakdown of those funds (City retains 2% for the collection of the taxes, 8% for tourism efforts, and \$27,550 is withdrawn over a period of 20 years in support of the tourist center).

Mayor Magdits explained that City Council's role in monitoring how the Hotel/Motel Tax funds are spent and monitored is controlled through a contract for services in which the City and Chamber would be in mutual agreement. He urged Council to approve the ordinance and allow the voters to choose in the August election.

A motion was made by Fridley and seconded by Hahn to accept the ordinance as written.

A motion was made by Johnson and seconded by Steen to amend the ordinance to the November 5th election date. A roll call vote showed the following: Ayes: Vroman, Steen, Penner, Balch, and Johnson. Nays: Hahn, Mayberry, Chirban, Kessinger, Fridley, Jackson, and Greven. Absent: None
Motion Failed

A motion was made by Chirban and seconded by Steen to amend the ordinance to show a 1% increase instead of a 2%. A roll call vote showed the following: Ayes: Vroman, Steen, Penner, Chirban, Johnson, and Balch. Nays: Jackson, Fridley, Kessinger, Mayberry, Hahn and Greven. Mayor Magdits, as president of Council and as permitted by Rolla City Code Section 2-72, was the tie breaking vote with a Nay vote. Motion failed.

With the first motion still on the floor to pass the original ordinance, City Counselor Nathan Nickolas read the ordinance for its final reading, by title: ORDINANCE 4803: AN ORDINANCE CALLING FOR AN ELECTION TO BE HELD IN THE CITY OF ROLLA, MISSOURI, ON THE SIXTH DAY OF AUGUST, 2024, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE CITY OF ROLLA, MISSOURI, THE PROPOSITION OF INCREASING THE THREE PERCENT TAX ON EACH SLEEPING ROOM OCCUPIED AND RENTED BY TRANSIENT GUESTS OF HOTELS AND MOTELS LOCATED IN THE CITY OF ROLLA, MISSOURI, TO A FIVE PERCENT TAX FOR PROMOTING THE CITY AS A CONVENTION, VISITOR, AND TOURIST CENTER. A roll call vote showed the following: Ayes: Fridley, Kessinger, Mayberry, Chirban, Hahn, Jackson, and Greven. Nays: Penner, Vroman, Steen, Balch, and Johnson. Absent: none. Motion passed

- B. **Ordinance** amending chapter 33 of the City Code pertaining to Pawn Brokers, sellers of gold, silver and platinum, junk dealers, and dealers of second hand goods. (City Administrator John Butz) City Counselor Nathan Nickolaus read the ordinance for its final reading, by title: ORDINANCE 4804: AN ORDINANCE AMENDING CHAPTER 33 OF THE CITY CODE PERTAINING TO PAWN BROKERS, SELLERS OF GOLD, SILVER AND PLATINUM, JUNK DEALERS, AND DEALERS OF SECONDHAND GOODS. A motion was made by Fridley and seconded by Vroman to approve the ordinance. A roll call vote showed the following: Ayes: Steen, Chirban, Penner, Vroman, Mayberry, Greven, Balch, Johnson, Kessinger, Jackson, Fridley, and Hahn. Nays: none. Absent: none.
- C. **Ordinance** to enter into agreement with Donald Maggi, Inc for Project #517 – Pine Street Improvements (PW Director Darin Pryor) City Counselor Nathan Nickolas read the ordinance for its final reading, by title: ORDINANCE 4805: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI, INC. A motion was made by Johnson and seconded by Vroman to approve the ordinance. A roll call vote showed the following: Ayes: Chirban, Balch, Mayberry, Greven, Vroman, Steen, Kessinger, Penner, Hahn, Jackson, Fridley, and Johnson. Nays: none. Absent: none.

IV. NEW BUSINESS –

- A. **Ordinance** to remove parking on selected sections of Pine Street between 12th and Bishop. PW Director Darin Pryor explained the permanent closure of parking on the proposed areas on Pine Street would allow for the reconstruction of Pine Street from 12th to Bishop. City Counselor Nathan Nickolas read the ordinance for its first reading, by title: AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.
- B. **Discussion** on proposed change in shift scheduling from 24/48 hour schedule to 48/96 schedule. Fire Chief Jeff Breen shared with Council the results of a sleep study and trial run of a new 48/96 hour schedule. A survey sampling by Missouri Fire Departments shows that many have successfully switched to this schedule which ultimately resulted in better sleep and physical recovery.

- C. **Resolution** to approve Mutual Aid Agreement between the City of Rolla and MO S&T Police. (Police Chief Sean Fagan) The new agreement eliminates the need for RPD to commission the MO S&T Police Dept. officers with the Missouri POST Commission as Reserve Officers for RPD. This would also eliminate the Oath of Office administered by the City Clerk, as the authority given to the Mo S&T officers would simply be covered under this agreement. There is a separate Mutual Aid Agreement (dated April 2013) that covers the operational aspects of the relationship between agencies, none of which will change. City Counselor Nathan Nickolas read the Resolution for one reading, by title: RESOLUTION 2034: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY. A motion was made by Chirban and seconded by Johnson to approve the resolution. A voice vote showed 12 Ayes, zero Nays, and none Absent.

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Award of bid** to CXT Inc. (State Procurement) for the purchase of a new pre-fabricated restroom facility for Ber Juan Park. (Parks Director Floyd Jernigan) A motion was made by Johnson and seconded by Vroman to award the bid to CXT Inc. for \$91,418. Total project including utility extensions estimated at \$115,000 (\$91,418 for bathroom combined with \$23,500 for concrete, water, sewer and electric ran by the City) with 100% reimbursement by grant. A voice vote showed 12 Ayes, zero Nays, and none Absent.

VI. CITIZEN COMMUNICATION

- A. David Dukes – Shared concern about the growing housing crisis, the closing of the Budget Inn Motel resulting in additional homeless on the street, and spoke words of encouragement to Council.

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Re-appointment of Judy Jepsen to the Police Personnel Board for a 4 year term (exp. June 2028). A motion was made by Kessinger and seconded by Vroman to approve the appointment. A voice vote showed 12 Ayes, zero Nays, none Absent.
- B. Re-appointment of Doug Cresswell to the Rolla Enhanced Enterprise Zone Board for a 5 year term (exp. June 2028) A motion was made by Greven and seconded by Johnson to approve the appointment. A voice vote showed 12 Ayes, zero Nays, none Absent.
- C. Appointment of Kevin Greven to the Finance/Audit Committee for a 1 year term (exp. May 2025). A motion was made by Chirban and seconded by Fridley to approve the appointment. A voice vote showed 12 Ayes, zero Nays, none Absent.
- D. Re-appointment of Matt Fridley to the Finance/Audit Committee for a 1 year term (exp. May 2025). A motion was made by Chirban and seconded by Greven to approve the appointment. A voice vote showed 12 Ayes, zero Nays, none Absent.
- E. Re-appointment of Rob Kessinger to the Finance/Audit Committee for a 1 year term (exp. May 2025). A motion was made by Vroman and seconded by Balch to approve the appointment. A voice vote showed 12 Ayes, zero Nays, none Absent

- F. Councilman Vroman asked about the feral cat TNR (Trap Neuter and Release) program. City Administrator John Butz shared that while an overpopulation of feral cats is not desired, there is an ecosystem balance that includes feral cats that reduces the rodent population. The entities with the local TNR program are privately owned and operated.
- G. Councilwoman Johnson asked when the parking lot closures for an upcoming event that was introduced as a special presentation on April 15th, would be presented to Council. City Administrator John Butz stated it is not the City's intention to bring parking lot closures to Council. Last year, it was brought to Council as a courtesy but isn't required. The whole provision on the application and review process to approve the use of City lots, is under review.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, June 3rd, 2024
- B. Councilman Greven reminded everyone about Memorial Day Weekend and an event that will be at the Veterans Memorial Park on Monday, May 27th at 10:00 am.
- C. City Administrator John Butz shared that Brewer Science would be hosting their electronic and tire waste collection on June 8th from 8:00 am to noon.
- D. Councilman Kessinger reminded all about the last day of School releasing on May 21st at 1:00 pm.
- E. Mayor Magdits shared his appreciation of the Rolla City Fire Department and the extra care they take to comfort the loved ones when they arrive on scene.
- F. PW Director Darin Pryor was asked by RDBA to share the upcoming Summerfest schedule and street closures.

IX. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- None

X. ADJOURNMENT –

With nothing further to discuss, the meeting was adjourned at 8:18 pm.

Minutes respectfully submitted by City Clerk Lorri Powell.

CITY CLERK

MAYOR

APRIL MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Apr 2024	Mar 2024	Apr 2023	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Cardboard	143.0 ton	118.0 ton	124.0 ton	511.1 ton	464.2 ton	1,417.2 ton
Newspaper	17.5 ton	33.6 ton	35.5 ton	86.7 ton	130.2 ton	369.3 ton
High Grade Paper	0.0 ton	17.3 ton	20.0 ton	17.3 ton	20.0 ton	20.0 ton
Aluminum	2.3 ton	0.0 ton	0.0 ton	4.7 ton	5.0 ton	13.6 ton
Steel Cans/Scrap Metal	2.6 ton	6.2 ton	6.2 ton	16.2 ton	20.7 ton	53.7 ton
Plastic	10.1 ton	0.0 ton	0.0 ton	29.5 ton	38.2 ton	96.2 ton
Glass	0.0 ton	46.2 ton	0.0 ton	69.2 ton	86.1 ton	230.5 ton
Batteries	.34 LBS ton	0.0 ton	0.0 ton	0.0 ton	0.8 ton	5.2 ton
Electronic Waste	3.6 ton	3.4 ton	7.5 ton	14.1 ton	11.1 ton	32.5 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	4.8 ton
TOTAL	179.2 ton	224.7 ton	193.2 ton	748.7 ton	776.3 ton	2,243.1 ton

SERVICES PROVIDED

Type of Service	Apr 2024	Mar 2024	Apr 2023	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Special Pick-ups	34	30	40	126	148	503
Paper Shredding	11.5 hours	8.5 hours	4.0 hours	29.0 hours	20.5 hours	53.3 hours
Reported Trash Nuisances	0	0	0	0	0	0
Households Dropping Off Hazardous Waste	108	97	80	344	262	936

DISPOSAL TONNAGE

(Sanitation Division)

Material	Apr 2024	Mar 2024	Apr 2023	Year-to-Date 2024	Year-to-Date 2023	Yearly Total 2023
Refuse	1,821.2 ton	1,579.8 ton	1,314.8 ton	6,602.0 ton	5,196.6 ton	17,755.4 ton

Management Report
FISCAL YEAR 2024

April 2024

BUILDING PERMITS ISSUED	APRIL FY 2024		APRIL FY 2023		YTD FY 2024		YTD FY 2023		A CHANGE FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	34	\$ 3,926,791	65	\$ -	235	\$ -	234	\$ -	0.4%	
Electric, Plumbing, etc. Only	16	\$ -	22	\$ -	115	\$ -	96	\$ -	19.8%	
Single Famil Detached	7	\$ 1,575,000	-	\$ -	16	\$ 3,985,466	3	\$ 531,000	433.3%	650.6%
Single Family Attached	-	\$ -	30	\$ 3,332,000	11	\$ 1,738,000	30	\$ 3,332,000	-63.3%	-47.8%
Duplexes	-	\$ -	-	\$ -	1	\$ 300,000	-	\$ -		
3-or-4 family	1	\$ 540,000	-	\$ -	4	\$ 2,140,000	6	\$ 3,241,000	-33.3%	-34.0%
5-or-more family	-	\$ -	1	\$ 1,500,000	1	\$ 3,000,000	1	\$ 1,500,000	0.0%	100.0%
Hotels, Motels	-	\$ -	-	\$ -	-	\$ -	1	\$ 2,800,000	-100.0%	-100.0%
Other nonhousekeeping shelter	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Amusement, social, recreational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Churches, other religious	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Industrial	-	\$ -	-	\$ -	2	\$ 2,900,000	-	\$ -		
Service garages	-	\$ -	2	\$ 17,500	2	\$ 170,000	5	\$ 67,883	-60.0%	150.4%
Service stations, repair garages	-	\$ -	-	\$ -	-	\$ -	2	\$ 1,795,125	-100.0%	-100.0%
Hospitals, institutional	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Offices, banks, professional	-	\$ -	-	\$ -	-	\$ -	1	\$ 1,100,000	-100.0%	-100.0%
Public Works, utilities	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Schools, other educational	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Stores, customer	1	\$ 1,500,000	-	\$ -	1	\$ 1,500,000	1	\$ 814,650	0.0%	84.1%
Towers, antennas	-	\$ -	-	\$ -	1	\$ 250,000	1	\$ 170,000	0.0%	47.1%
Signs, attached and detached	2	\$ 10,400	2	\$ 3,800	27	\$ 752,665	26	\$ 93,864	3.8%	701.9%
Commercial addition, remodel	4	\$ 295,000	6	\$ 132,500	29	\$ 694,456	38	\$ 1,036,528	-23.7%	-33.0%
Commercial addition, remodel	1	\$ 6,391	2	\$ 63,000	25	\$ 7,538,774	18	\$ 1,297,800	38.9%	480.9%
Residential garage, carport	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, single family	1	\$ -	-	\$ -	1	\$ -	4	\$ -	-75.0%	#DIV/0!
Demolition, 2-family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 3-or-4 family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, 5-or-more family	-	\$ -	-	\$ -	-	\$ -	-	\$ -		
Demolition, all other	1	\$ -	-	\$ -	1	\$ -	1	\$ -	0.0%	
Total Residential Units	11	\$ 2,115,000.00	70	\$ 4,832,000	107	\$ 11,163,466	97	\$ 8,604,000	10.3%	29.7%
EST. CONSTRUCTION COSTS	\$	\$ 3,926,791	\$	\$ 5,048,800	\$	\$ 24,969,361	\$	\$ 17,779,850	#DIV/0!	40.4%
Building Permit Fees	\$	\$ 26,544.34	\$	\$ 17,556	\$	\$ 66,227	\$	\$ 68,109	#DIV/0!	-2.8%
FEES	\$	\$ 26,544.34	\$	\$ 43,581	\$	\$ 157,301	\$	\$ 135,434	#DIV/0!	16.1%

INSPECTIONS PERFORMED	APRIL FY 2024		APRIL FY 2023		YTD FY 2024		YTD FY 2023		FY 23 - FY 24	
	#	Value	#	Value	#	Value	#	Value	#	%
Building Inspections	98		85		980		738		33%	
Electrical Inspections	41		46		554		404		37%	
Excavation Inspections	0		0		0		0		#DIV/0!	
Plumbing Inspections	54		44		393		286		37%	
Mechanical Inspections	17		12		189		119		59%	
Code Inspections	153		136		1428		1,127		27%	
Nuisance Inspections	132		114		625		701		-11%	
Business License Inspections	18		6		79		52		52%	
TOTAL INSPECTIONS	513		443		3658		3,427		7%	

Rolla Police Department Monthly Report
YTD 2024

Calls for Service

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

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Abandoned/Recovered Property	10	17	19	19									65	60	8.33%
Abandoned Vehicle	15	17	14	20									66	71	-7.04%
Accident - Fatality	0	0	0	0									0	0	#DIV/0!
Accident - Injury	17	16	27	20									80	62	29.03%
Accident - Leave The Scene	13	11	18	11									53	50	6.00%
Accident - No Injury	54	46	36	41									177	154	14.94%
Accident - Private Property	23	17	19	29									88	71	23.94%
Accident - Road Blocked	4	8	5	3									20	28	-28.57%
Adult Abuse	0	0	0	0									0	1	-100.00%
Alarm LE	98	58	56	75									287	278	3.24%
Animal Bite/Attack	1	1	1	2									5	7	-28.57%
Animal Control	94	83	92	111									380	374	1.60%
Arson	0	0	0	0									0	0	#DIV/0!
Assault	6	16	14	17									53	36	47.22%
Assist Agency Non-LEA	85	71	62	85									303	280	8.21%
Assist Citizen	13	8	14	11									46	21	119.05%
Assist LEA	4	13	14	9									40	47	-14.89%
Assist Motorist	35	16	23	25									99	87	13.79%
Bomb Threat	0	0	1	0									1	0	#DIV/0!
Building Lockout	1	0	1	1									3	2	50.00%
Burglary	2	10	15	9									36	42	-14.29%
Business/Building Check	251	176	208	432									1,067	795	34.21%
Call for Police	35	40	59	77									211	227	-7.05%
Check Well Being	96	93	94	87									370	429	-13.75%
Child Abuse	2	3	2	6									13	8	62.50%
Child Exploitation/Pornography	0	1	1	0									2	2	0.00%
Confidential Investigation	0	0	0	0									0	0	#DIV/0!
Conservation Violation	0	0	0	0									0	1	-100.00%
Court	12	9	9	8									38	37	2.70%
Crossing Guard (Officer coverage)	4	7	1	4									16	15	6.67%
CWB 911 Hangup	169	148	123	129									569	1,021	-44.27%
Death	2	1	1	1									5	1	400.00%
Destruction of Property	11	13	22	18									64	68	-5.88%
Disturbance-Fireworks	0	1	1	0									2	0	#DIV/0!
Disturbance-Liquor	1	0	0	0									1	2	-50.00%
Disturbance-Other	44	74	55	50									223	272	-18.01%
Domestic Violence	37	34	27	50									148	138	7.25%
Driving While Intoxicated	6	9	15	10									40	32	25.00%
Drown/Water Rescue	0	0	0	0									0	0	#DIV/0!
Drug Paraphernalia	5	5	5	7									22	35	-37.14%
Escape	0	0	0	0									0	0	#DIV/0!
Escort - Bank	0	0	0	0									0	1	-100.00%
Escort - Courtesy	8	9	4	6									27	31	-12.90%
Escort - Funeral	16	9	9	10									44	31	41.94%
Exparte Violation	4	2	6	6									18	35	-48.57%
Field Interview	37	35	29	45									146	150	-2.67%
Fight	0	3	4	0									7	11	-36.36%
Fingerprints	7	5	4	2									18	12	50.00%
Follow-up	87	79	102	105									373	528	-29.36%
Foot Patrol	0	0	0	0									0	3	-100.00%
Forgery-Counterfeiting	1	3	3	1									8	8	0.00%
Found Body	0	0	0	0									0	3	-100.00%
Fraud - Checks/Credit Card	13	19	28	23									83	77	7.79%
Harassment	18	23	22	24									87	90	-3.33%
Identity Theft	1	3	4	2									10	17	-41.18%
Information Request	258	263	293	268									1,082	1,294	-16.38%
Intoxicated Person	4	6	8	1									19	27	-29.63%
Jail Incident	0	0	0	0									0	0	#DIV/0!
Juvenile Complaint	8	6	12	9									35	59	-40.68%
Keep the Peace/Standby	15	11	10	12									48	44	9.09%
Kidnapping	0	0	1	0									1	2	-50.00%
Leave without Pay	0	3	0	0									3	2	50.00%
Liquor Violation	0	0	1	0									1	1	0.00%
Littering/Dumping	1	2	3	4									10	7	42.86%
Loitering	7	5	0	6									18	7	157.14%
Lost or Stolen Property	9	11	12	5									37	32	15.63%
Loud Noise Complaint	20	21	38	41									120	106	13.21%
Malicious Mischief	0	1	4	1									6	9	-33.33%

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023 YTD	% Increase
Mental Health	22	42	33	31									128	81	58.02%
Missing Person	10	4	6	7									27	24	12.50%
Murder	0	0	0	0									0	1	-100.00%
Narcotics Violation	14	17	15	12									58	63	-7.94%
Negotiation Callout	0	0	0	0									0	0	#DIV/0!
No Business License	0	0	0	0									0	1	-100.00%
Open Door	6	5	7	8									26	17	52.94%
Other	0	0	0	0									0	0	#DIV/0!
Overdose	10	6	5	4									25	21	19.05%
Paper Service	27	22	28	15									92	92	0.00%
Prisoner Transport	1	4	2	2									9	13	-30.77%
Property Damage-Non Criminal	0	0	1	6									7	5	40.00%
Prostitution	0	1	0	0									1	1	0.00%
Prowler	4	4	4	1									13	8	62.50%
Public Indecency	1	4	5	2									12	8	50.00%
Public Relations	5	8	9	3									25	25	0.00%
Pursuit	0	1	0	0									1	2	-50.00%
Rape/Sexual Assault	3	1	2	1									7	4	75.00%
Robbery	0	0	0	0									0	2	-100.00%
Runaway	5	13	4	12									34	24	41.67%
Search Warrant	1	2	1	0									4	6	-33.33%
Vacation/Security Check	20	19	21	20									80	42	90.48%
Selective Enforcement	0	0	0	0									0	0	#DIV/0!
Sewer Alarm	0	0	0	0									0	1	-100.00%
Sex Offenses	0	3	7	7									17	12	41.67%
Shots Fired	2	2	3	5									12	12	0.00%
Soliciting	1	1	5	7									14	9	55.56%
Stabbing	0	0	0	0									0	0	#DIV/0!
Stabbing or Shooting with Injury	0	0	1	0									1	2	-50.00%
Stalking	1	1	1	1									4	5	-20.00%
Stealing	47	57	72	60									236	301	-21.59%
Stolen Vehicle	9	8	11	9									37	44	-15.91%
Suicide	0	0	0	0									0	1	-100.00%
Suspicious Activity	60	69	70	85									284	322	-11.80%
Suspicious Package/Item	0	1	0	1									2	3	-33.33%
SWAT Callout	0	0	0	0									0	1	-100.00%
Tampering	5	4	9	7									25	15	66.67%
Telephone Harassment	15	15	22	13									65	50	30.00%
Tow Sticker Expired	11	18	7	9									45	48	-6.25%
Traffic Complaint	113	123	116	139									491	494	-0.61%
Traffic Stop	199	220	332	199									950	1,382	-31.26%
Trespassing	22	34	39	51									146	179	-18.44%
Try to Contact	23	8	17	17									65	49	32.65%
Vehicle Identification	34	23	28	36									121	147	-17.69%
Vehicle Lockout	0	1	2	1									4	7	-42.86%
Vehicle Repossession	6	6	3	4									19	25	-24.00%
Veterinary Call	1	2	4	1									8	12	-33.33%
Weapons Violation	1	4	3	3									11	15	-26.67%
Totals	2,343	2,294	2,546	2,717	0	0	0	0	0	0	0	0	9,900	10,917	-9.32%

ANIMAL CONTROL MONTHLY TOTALS

April 2024

ANIMALS IMPOUNDED

	Canine	Feline	Other	Wildlife	Monthly	2024	2023
	Domestic				Total	YTD Total	YTD Total
City of Rolla	22	2	1	7	32	122	112
Rolla Area	0	0	0	0	0	4	9
City of Newburg	0	0	0	0	0	0	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood	0	0	0	0	0	0	0
Monthly Total	22	2	1	7	32		
2024 YTD Total	84	11	1	30		126	
2023 YTD Total	61	20	0	40			121
Total Phelps County	0	0	0	0	0	4	9

ANIMAL DISPOSITION

	Canine	Feline	Other	Wildlife	Monthly	2024	2023
	Domestic				Total	YTD Total	YTD Total
Animals Adopted ①	5	1	0	0	6	37	24
Animals Claimed	12	0	0	0	12	50	29
Euthanized(III/Injured)	0	1	0	0	1	4	6
Euthanized(Dangerous)	1	0	0	0	1	4	12
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	1	6	7	32	36
Transferred to Rescue ③	0	0	0	0	0	0	0
Wildlife Relocated	0	0	0	1	1	4	9
Other (Died under care)	0	0	0	0	0	0	0
Monthly Total	18	2	1	7	28		
2024 YTD Total	89	11	1	30		131	
2023 YTD Total	57	12	0	47			116

ADDITIONAL STATISTICS

	Monthly	2024	2023
	Total	YTD Total	YTD Total
Adoption Rate (① +③)÷(①+②+③)	100%	100%	100%
PR Programs	0	1	4
Calls for Service	124	446	399
Written Warnings	0	0	0
Citations	0	2	2
Total Incinerator Hours	0	0	0

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal	Reporting Period: Apr 1, 2024 - Apr 30, 2024	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590			Fax Number:	
Prepared by: Relauun Smith			E-mail Address:	
Municipal Judge: Brad Neckermann				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		9	949	156
B. Cases (citations/informations) filed		0	327	4
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		1	15	4
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	249	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	28	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	292	7
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		8	984	153
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	0	1. # Issued during period	315	
2. # Served/withdrawn during reporting period	27	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	675			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Apr 1, 2024 - Apr 30, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$1,366.00	Court Automation	\$255.56
Clerk Fee - Excess Revenue	\$206.60	DO NOT USE (Brd Bill-Dft)	\$120.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$6.37	Law Enf Arrest-Local	\$113.87
		Overpayment-E/R	\$24.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$513.93
Total Excess Revenue	\$1,578.97	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9,995.34
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$358.50
		Total Disbursements	\$10,353.84
Fines - Other	\$7,075.00		
Clerk Fee - Other	\$231.49		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$36.51		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$260.30		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$7.14		
Law Enforcement Training (LET) Fund surcharge	\$72.00		
Domestic Violence Shelter surcharge	\$70.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$150.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$7,902.44		

*The Centre Rolla's Health & Recreation Complex
Income Statement
For the 7 Months Ending
April 30, 2024*

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	91	101	-10%	71	729	1,007	-28%	843
Net New & Reactivated Bridge/Freezes	21	(8)	-363%	(8)	(2)	(56)	-96%	(56)
Cancelled	58	86	33%	92	586	612	-4%	828
Net	54	7	671%	(29)	141	339	-58%	(41)
Total Members	2,043	2,263	-10%	2,017	2,043	2,263	-10%	2,017
Revenues								
Rental & Other								
Conference Room & Other Rental	\$440	\$500	(\$60)	\$440	\$3,570	\$3,500	\$70	\$6,333
	440	500	(60)	440	3,570	3,500	70	6,333
Member Services								
Membership Dues	61,624	72,197	(10,573)	59,206	415,106	470,327	(55,221)	401,156
Guest Fees	6,679	8,000	(1,321)	7,058	49,121	56,000	(6,879)	52,547
Locker Rent	230	75	155	258	1,077	525	552	710
	68,533	80,272	(11,739)	66,522	465,304	526,852	(61,548)	454,413
Fitness								
Enrollment Fees/Health Assessments	1,139	2,513	(1,374)	1,256	9,723	25,157	(15,434)	6,936
Special Programs	60	100	(40)	200	794	700	94	3,125
	1,199	2,613	(1,414)	1,456	10,517	25,857	(15,340)	10,061
Ancillary								
Swim Programs	11,723	11,000	723	12,064	52,921	77,000	(24,079)	64,612
General Medical Integration	870	2,475	(1,605)	546	4,415	9,900	(5,485)	3,422
Recreation	6,109	10,500	(4,391)	7,198	37,015	61,000	(23,986)	51,209
Café	1,357	1,250	107	1,975	7,602	8,750	(1,148)	7,568
Pro Shop	173	400	(227)	105	989	2,800	(1,811)	603
Personal Training	6,823	8,147	(1,324)	7,728	43,865	53,982	(10,117)	55,510
Children's Area	1,997	3,000	(1,003)	3,211	15,432	21,000	(5,568)	20,650
	29,052	36,772	(7,720)	32,827	162,239	234,432	(72,193)	203,574
Total Revenue	99,224	120,157	(20,933)	101,245	641,630	790,641	(149,011)	674,380
Expenses								
Salaries & Burden	97,345	98,422	1,077	96,980	617,128	680,888	63,760	672,758
Other Employee Expenses	4,319	2,000	(2,319)	1,678	22,448	14,000	(8,448)	14,517
General Supplies & Services	553	642	89	1,018	3,835	4,494	659	6,435
Environmental Supplies	1,606	1,500	(106)	3,053	11,789	10,500	(1,289)	17,765
Cost of Goods Sold	1,163	905	(258)	1,312	5,911	6,335	424	4,422
Minor Equipment	767	817	50	782	5,993	5,719	(274)	16,953
Repairs & Maintenance	(30,048)	3,100	33,148	3,737	44,819	21,700	(23,119)	32,752
Service Contracts & Licenses	8,871	9,162	291	8,901	62,241	64,134	1,893	50,333
Marketing & Collateral	8,944	5,600	(3,344)	3,950	51,477	39,200	(12,277)	37,509
Utilities	15,915	15,625	(290)	14,726	112,005	109,375	(2,630)	104,579
Bank Fees & Miscellaneous	3,238	3,579	341	3,088	22,891	25,053	2,162	22,494
Other Taxes & Fees	733	71	(662)	0	2,424	497	(1,927)	2,530
Total Expenses	113,406	141,423	28,017	139,223	962,962	981,895	18,933	983,047
Net Operating Income	(14,182)	(21,266)	7,084	(37,979)	(121,332)	(191,254)	(130,078)	(308,667)
Management Fees	9,000	10,000	1,000	8,000	61,000	70,000	9,000	56,000
Capital	33,190	0	(33,190)	0	33,190	0	(33,190)	0
Net Income (Loss)	(\$56,372)	(\$31,266)	(\$25,106)	(\$45,979)	(\$415,522)	(\$261,254)	(\$154,268)	(\$364,667)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$8,465	\$5,170	\$3,295	\$7,606	\$30,739	\$36,190	(\$5,451)	\$32,181
Recreation (Net)	\$4,528	\$7,675	(\$3,147)	\$4,090	\$20,722	\$44,350	(\$23,628)	\$36,473
Café (Net)	(\$482)	\$625	(\$1,107)	\$747	\$2,965	\$4,375	(\$1,410)	\$3,653
Pro Shop (Net)	\$849	\$120	\$729	\$20	(\$285)	\$840	(\$1,125)	\$96
Personal Training (Net)	(\$766)	\$3,259	(\$4,025)	\$2,243	\$7,202	\$21,593	(\$14,391)	\$20,380
Children's Area (Net)	(\$266)	\$844	(\$1,110)	\$726	\$3,543	\$5,908	(\$2,365)	\$3,313
Total Ancillary Services Net Income (Loss)	\$12,328	\$17,693	(\$5,365)	\$15,432	\$64,886	\$113,256	(\$48,370)	\$96,097

The Centre Rolla's Health & Recreation Complex
Balance Sheet
April 30, 2024

Assets

Current Assets

Cash	(\$7,771)
Accounts Receivable - Members	1,419
Inventory	2,867
Other Current Assets	148,355
Total Current Assets	<u>144,870</u>

Total Assets	<u><u>\$144,870</u></u>
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Liabilities & Equity

Current Liabilities

Accounts Payable	\$25,973
Deferred Income	55,381
Accrued Liabilities	58,048
Total Current Liabilities	<u>139,402</u>

Long Term Liabilities

Intercompany Due To (From)	2,458,420
Total Long Term Liabilities	<u>2,458,420</u>

Total Liabilities	<u><u>2,597,822</u></u>
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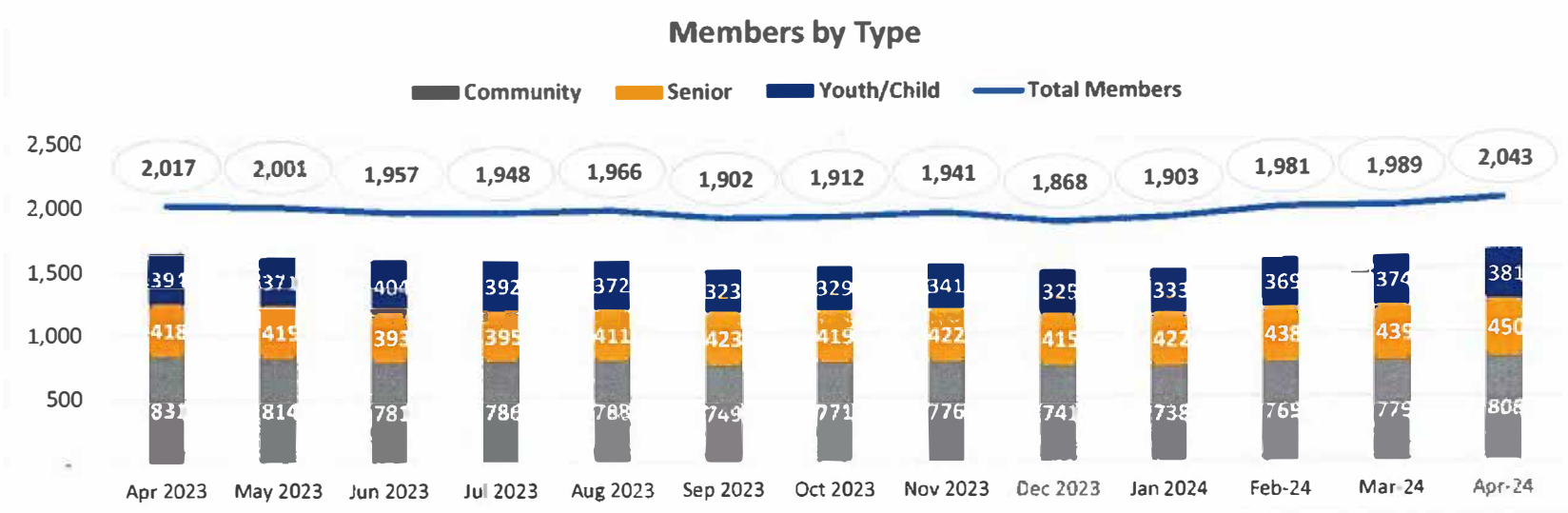
Equity

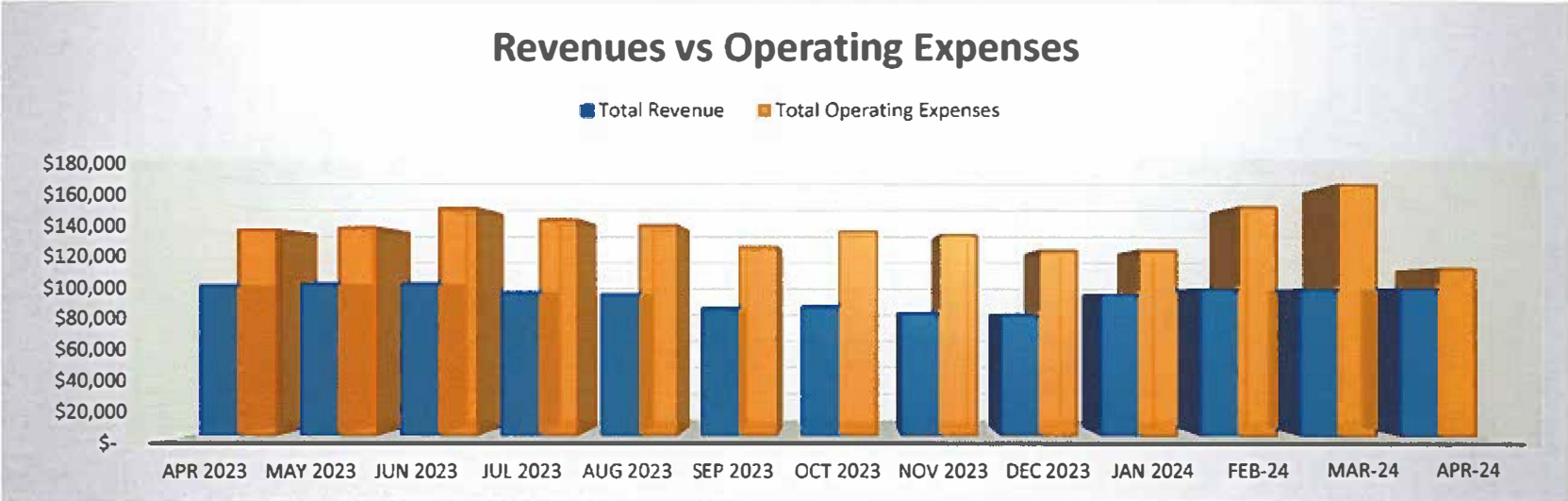
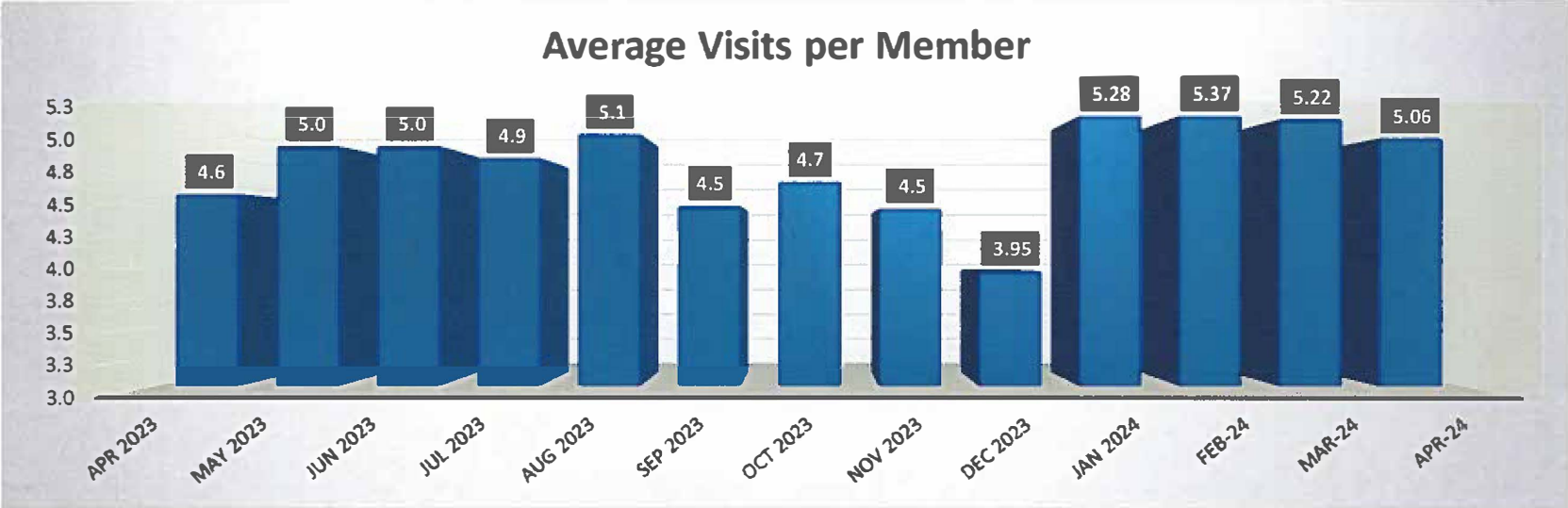
Retained Earnings	(2,452,952)
Total Equity	<u>(2,452,952)</u>

Total Liabilities & Equity	<u><u>\$144,870</u></u>
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*The Centre Rolla's Health & Recreation Complex
Statement of Cash Flows
For the 7 Months Ending
April 30, 2024*

	<i>Period 1</i>	<i>Period 2</i>	<i>Period 3</i>	<i>Period 4</i>	<i>Period 5</i>	<i>Period 6</i>	<i>Period 7</i>	<i>Period 8</i>	<i>Period 9</i>	<i>Period 10</i>	<i>Period 11</i>	<i>Period 12</i>	<i>Year To Date</i>
Cash Flows From Operating Activities													
Net Income (Loss)	(\$59,111)	(\$63,627)	(\$53,254)	(\$38,346)	(\$64,216)	(\$80,596)	(\$56,372)	\$0	\$0	\$0	\$0	\$0	(\$415,522)
Decrease/(Increase) in Current Assets													
Accounts Receivable	(681)	(1,275)	2,386	(737)	3	1,311	(874)	0	0	0	0	0	133
Inventory	38	57	(35)	(673)	(8)	82	(645)	0	0	0	0	0	(1,183)
Other Current Assets	1,015	(40,474)	39,006	(8,446)	6,146	(4,849)	(45,449)	0	0	0	0	0	(53,052)
Increase/(Decrease) in Current Liabilities													
Accounts Payable	(888)	1,507	(9,714)	25,765	(9,916)	22,298	(32,405)	0	0	0	0	0	(3,352)
Deferred Income	4,705	270	(2,566)	1,912	(79)	(2,562)	(2,742)	0	0	0	0	0	(1,063)
Accrued Liabilities	25,415	1,779	(29,777)	(1,808)	3,767	18,577	14,385	0	0	0	0	0	32,337
Cash Flows from Operating Activities	(29,506)	(101,762)	(53,954)	(22,334)	(64,304)	(45,739)	(124,103)	0	0	0	0	0	(441,702)
Cash Flows from Financing Activities													
Due To/(From) Client or Related Party	0	32,129	145,996	44,365	0	98,330	101,223	0	0	0	0	0	422,044
Cash Flows from Financing Activities	0	32,129	145,996	44,365	0	98,330	101,223	0	0	0	0	0	422,044
Change in Cash	(29,506)	(69,633)	92,041	22,032	(64,304)	52,591	(22,879)	0	0	0	0	0	(19,658)
Beginning Cash	11,887	(17,619)	(87,252)	4,790	26,821	(37,483)	15,108	11,887	11,887	11,887	11,887	11,887	11,887
Ending Cash	(\$17,619)	(\$87,252)	\$4,790	\$26,821	(\$37,483)	\$15,108	(\$7,771)	\$11,887	\$11,887	\$11,887	\$11,887	\$11,887	(\$7,771)



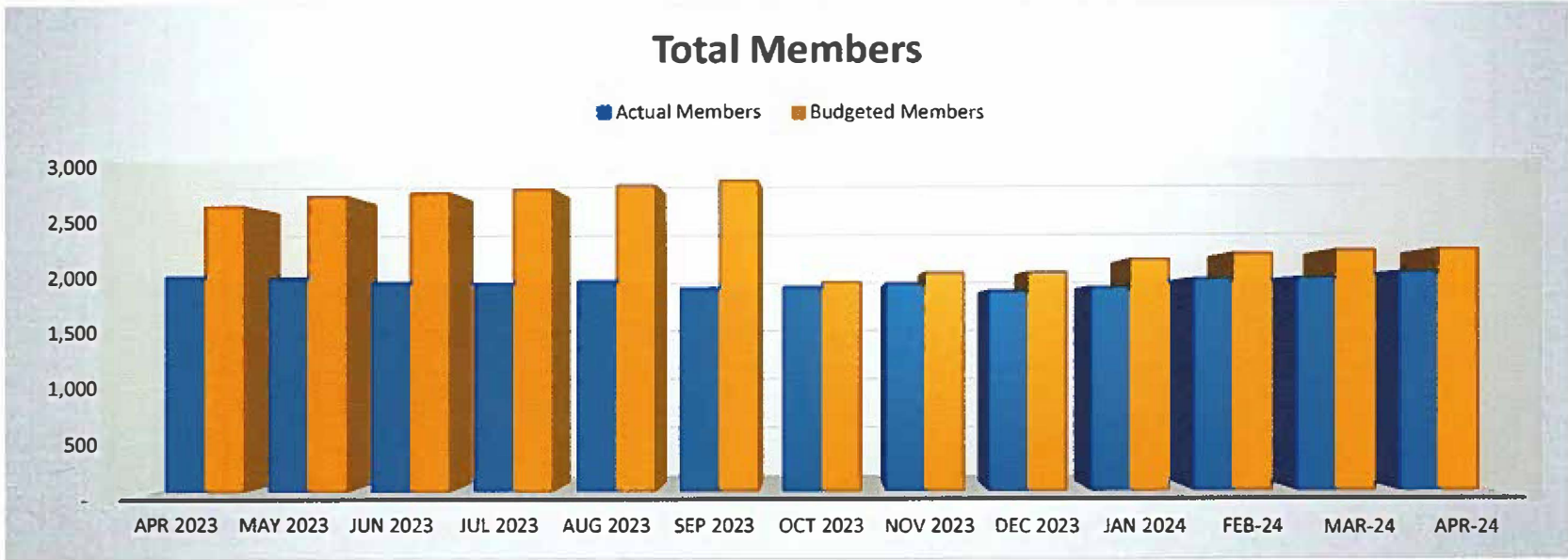


Average Dues per Billable Member



Membership Dues Revenue





**CITY OF ROLLA
CASH ANALYSIS REPORT
April 30, 2024**

GENERAL FUND

CASH IN BANK	\$	34,849.48
NIB GENERAL FUND	\$	45,303.44
ROLLA MUNICIPAL COURT	\$	1,155.96
ASI FLEX 125	\$	13,100.42
TIF ACCOUNT - EATS	\$	95,457.99
TIF ACCOUNT - PILOT	\$	15.17
INVESTMENT - GOLDMAN	\$	-
INVESTMENTS - GENERAL FUND	\$	920,731.17
USE TAX MMA	\$	1,606,275.29
MMA - GENERAL FUND RESERVE REBUILD	\$	2,772,583.27
POLICE JUNIOR CADET PROGRAM FUNDS	\$	1,110.37
POLICE EVIDENCE FUNDS	\$	19,785.79
CITY SEIZURES & FORFEITURES	\$	9,933.62
TASKFORCE SEIZURES & FORFEITURES	\$	19,797.89
ANIMAL CONTROL SHELTER COMM PARTNER	\$	140,819.54
ANIMAL CONTROL SHELTER RESERVE	\$	97,708.52
ANIMAL CONTROL SHELTER DONATIONS - PAYPAL	\$	-
PROPERTY FIRE DAMAGE ACCOUNT	\$	15.16
GENERAL FUND CREDIT CARD ACCOUNT	\$	192,980.39
INVESTMENT CLEARING ACCOUNT	\$	110.30
INVESTMENTS - CDS	\$	-
GENERAL FUND TOTALS	\$	5,971,733.77

SEWER FUND

CASH IN BANK	\$	897,077.26
NIB GENERAL FUND	\$	263.00
SEWER FUND MMA	\$	1,034,123.12
SEWER FUND DEPREC & RESERVE	\$	414,583.47
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	17,090.59
INVESTMENT - CDS	\$	-
SEWER FUND TOTALS	\$	2,363,137.44

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$	775,629.88
NIB ENV SVS FUND	\$	-
INVESTMENTS - GENERAL FUND	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	447.36
MMA PCB	\$	1,371,786.84
ENV SVS CC	\$	99,826.01
INVESTMENT - CDS	\$	-
ENV SVS FUND TOTALS	\$	2,247,690.09

ARPA FUNDING

CASH IN BANK	\$	-
ARPA FUNDING MMA	\$	1,205,755.38
AIRPORT FUND TOTALS	\$	1,205,755.38

**CITY OF ROLLA
CASH ANALYSIS REPORT
April 30, 2024**

<u>AIRPORT FUND</u>	
CASH IN BANK	\$ 103,859.06
NIB GENERAL FUND	\$ 2,896.34
GENERAL FUND CREDIT CARD ACCOUNT	\$ 2,728.58
INVESTMENTS - MMA	\$ 83,981.76
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 33,592.00
AIRPORT FUND TOTALS	\$ 227,057.74
<u>CEMETERY FUND</u>	
CASH IN BANK	\$ -
CASH - MMA	\$ 364,152.03
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 364,152.03
<u>STREET FUND</u>	
CASH IN BANK	\$ 1,215,591.49
NIB GENERAL FUND	\$ -
TDD PROPERTY RENTAL	\$ 17,712.03
GENERAL FUND MMA	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 7,930.00
CASH - MMA	\$ 5,959,747.68
MODOT RESERVE	\$ 3,035,141.25
INVESTMENT - CDS	\$ 500,000.00
STREET FUND TOTALS	\$ 10,736,122.45
<u>RECREATION FUND</u>	
CASH IN BANK	\$ (699,023.32)
GENERAL FUND CREDIT CARD ACCOUNT	\$ -
RECREATION FUND TOTALS	\$ (699,023.32)
<u>HEALTH INSURANCE FUND</u>	
HEALTH INSURANCE RESERVE	\$ 513,413.84
CASH - HEALTH ACCOUNT	\$ 400,973.30
GENERAL FUND CREDIT CARD ACCOUNT	\$ 2,964.45
HEALTH FUND TOTALS	\$ 917,351.59
<u>PARK FUND</u>	
CASH IN BANK	\$ 13,046.58
NIB GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 30.00
INVESTMENTS - GOLDMAN	\$ 257,280.63
INVESTMENTS - PARK SALES TAX	\$ 39,599.33
PARKS CC	\$ 84,730.47
PARK FUND TOTALS	\$ 394,687.01
<u>PARK LAND RESERVE FUND</u>	
CASH IN BANK	\$ -
PARK LAND RESERVE ACCOUNT	\$ 13,976.74
PARK LAND RESERVE FUND TOTALS	\$ 13,976.74
GRAND TOTAL ALL FUNDS	\$ 22,536,885.54

ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

III.g.2

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
April 30, 2024
58% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$ 14,451,935.00	\$ 8,064,737.77	\$ 6,387,197.23	55.8%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 769,610.00	\$ 471,536.90	\$ 298,073.10	61.3%
ADMINISTRATION	\$ 352,225.00	\$ 163,688.93	\$ 188,536.07	46.5%
LIBRARY	\$ 431,300.00	\$ 216,044.53		50.1%
FINANCE	\$ 778,195.00	\$ 461,209.16	\$ 316,985.84	59.3%
LEGAL	\$ 117,940.00	\$ 46,147.60	\$ 71,792.40	39.1%
COURT	\$ 147,895.00	\$ 65,733.97	\$ 82,161.03	44.4%
TELECOMMUNICATIONS	\$ 1,476,605.00	\$ 806,596.28	\$ 670,008.72	54.6%
ANIMAL CONTROL	\$ 490,155.00	\$ 215,778.57	\$ 274,376.43	44.0%
POLICE	\$ 5,264,010.00	\$ 3,058,648.22	\$ 2,205,361.78	58.1%
FIRE	\$ 3,945,211.00	\$ 1,882,611.53	\$ 2,062,599.47	47.7%
ROLLA RURAL FIRE	\$ -	\$ 310,848.62	\$ (310,848.62)	#DIV/0!
BUILDING SERVICES	\$ 118,175.00	\$ 66,085.57	\$ 52,089.43	55.9%
COMMUNITY DEVELOPMENT	\$ 556,050.00	\$ 257,173.77	\$ 298,876.23	46.3%
ECONOMIC DEVELOPMENT	\$ 62,025.00	\$ 54,582.86	\$ 7,442.14	88.0%
TOTAL EXPENDITURES	<u>\$ 14,509,396.00</u>	<u>\$ 8,076,686.51</u>	<u>\$ 6,217,454.02</u>	55.7%
REVENUES OVER/UNDER EXPENDITURES	\$ (57,461.00)	\$ (11,948.74)	\$ 169,743.21	
<u>SEWER FUND</u>				
REVENUES	\$ 5,002,131.25	\$ 2,398,212.95	\$ 2,603,918.30	47.9%
EXPENDITURES	<u>\$ 5,047,655.00</u>	<u>\$ 2,604,000.71</u>	<u>\$ 2,443,654.29</u>	51.6%
REVENUES OVER/UNDER EXPENDITURES	\$ (45,523.75)	\$ (205,787.76)	\$ 160,264.01	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 4,110,700.00	\$ 2,201,111.99	\$ 1,909,588.01	53.5%
EXPENDITURES				
RECYCLING	\$ 474,805.00	\$ 237,583.24	\$ 237,221.76	50.0%
SANITATION	\$ 3,354,525.00	\$ 1,568,905.90	\$ 1,785,619.10	46.8%
VEHICLE MAINTENANCE	\$ 519,385.00	\$ 308,342.08	\$ 211,042.92	59.4%
TOTAL EXPENDITURES	<u>\$ 4,348,715.00</u>	<u>\$ 2,114,831.22</u>	<u>\$ 2,233,883.78</u>	48.6%
REVENUES OVER/UNDER EXPENDITURES	\$ (238,015.00)	\$ 86,280.77	\$ (324,295.77)	
<u>ARPA FUNDING</u>				
REVENUES	\$ 3,000.00	\$ 76,354.46	\$ (73,354.46)	2545.1%
EXPENDITURES	<u>\$ 1,165,000.00</u>	<u>\$ 63,961.57</u>	<u>\$ 1,101,038.43</u>	5.5%
REVENUES OVER/UNDER EXPENDITURES	\$ (1,162,000.00)	\$ 12,392.89	\$ (1,174,392.89)	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
April 30, 2024
58% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>AIRPORT FUND</u>				
REVENUES	\$ 1,032,500.00	\$ 500,378.43	\$ 532,121.57	48.5%
EXPENDITURES	\$ 1,084,575.00	\$ 469,893.61	\$ 614,681.39	43.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (52,075.00)	\$ 30,484.82	\$ (82,559.82)	
<u>CEMETERY FUND</u>				
REVENUES	\$ 21,000.00	\$ 14,467.41	\$ 6,532.59	68.9%
EXPENDITURES	\$ 8,000.00	\$ -	\$ 8,000.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ 13,000.00	\$ 14,467.41	\$ (1,467.41)	
<u>STREET FUND</u>				
REVENUES	\$ 8,312,368.75	\$ 3,777,355.82	\$ 4,535,012.93	45.4%
EXPENDITURES				
STREET	\$ 7,540,500.00	\$ 1,672,224.16	\$ 5,868,275.84	22.2%
TDD	\$ -	\$ -	\$ -	#DIV/0!
ENGINEERING	\$ 1,142,275.00	\$ 595,855.00	\$ 546,420.00	52.2%
TOTAL EXPENDITURES	\$ 8,682,775.00	\$ 2,268,079.16	\$ 6,414,695.84	
REVENUES OVER/UNDER EXPENDITURES	\$ (370,406.25)	\$ 1,509,276.66	\$ (1,879,682.91)	
<u>RECREATION FUND</u>				
REVENUES	\$ 500,600.00	\$ 221,018.47	\$ 279,581.53	44.2%
EXPENDITURES				
AQUATICS	\$ -	\$ 1,425.25	\$ (1,425.25)	#DIV/0!
ADMINISTRATION	\$ 487,305.00	\$ 595,170.70	\$ (107,865.70)	122.1%
MAINTENANCE	\$ -	\$ 46,362.47	\$ (46,362.47)	#DIV/0!
TOTAL EXPENDITURES	\$ 487,305.00	\$ 642,958.42	\$ (155,653.42)	131.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 13,295.00	\$ (421,939.95)	\$ 435,234.95	
<u>PARK FUND</u>				
REVENUES	\$ 2,471,000.00	\$ 1,038,592.79	\$ 1,432,407.21	42.0%
EXPENDITURES				
ADMINISTRATION	\$ 246,955.00	\$ 143,973.89	\$ 102,981.11	58.3%
PARKS	\$ 1,813,990.00	\$ 1,013,603.39	\$ 800,386.61	55.9%
SPLASHZONE	\$ 313,650.00	\$ 41,362.87	\$ 272,287.13	13.2%
OUTDOOR RECREATION	\$ 182,435.00	\$ 57,454.80	\$ 124,980.20	31.5%
TOTAL EXPENDITURES	\$ 2,557,030.00	\$ 1,256,394.95	\$ 1,300,635.05	49.1%
REVENUES OVER/UNDER EXPENDITURES	\$ (86,030.00)	\$ (217,802.16)	\$ 131,772.16	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
April 30, 2024
58% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 650.00	\$ 123.00	\$ 527.00	18.9%
EXPENDITURES	<u>\$ 25,000.00</u>	<u>\$ 1,250.00</u>	<u>\$ 23,750.00</u>	5.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (24,350.00)	\$ (1,127.00)	\$ (23,223.00)	

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Pine Street No-Parking

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 06-03-24

COMMENTARY:

Staff is requesting to remove parking on a few sections of Pine Street between 12th and Bishop. In your packet are maps depicting the proposed changes. These changes will allow for the reconstruction of Pine Street from 12th to Bishop.

Staff recommends approval.

ITEM NO. VI.A.1

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Fourteenth Street, from the intersection of the Pine Street spur to the intersection of Fourteenth Street and Pine Street.

Pine Street, on the east side, between Twelfth Street and Thirteenth Street. (Ord. 1266, §1; Ord. 1769, §1.)

Pine Street, on either side, from a point one hundred fifty feet south of the intersection of Pine Street and Fourteenth Street to the intersection of Pine Street and Fourteenth Street.

Pine Street, on the east side, between Fourteenth Street and the north side of the Pine Street spur.

Pine Street (spur), on the west side, from the intersection of the Pine Street spur and Fourteenth Street to the intersection of the Pine Street spur and Pine Street.

Pine Street (spur), on the east side, from a point thirty feet south of the intersection of the Pine Street spur and Pine Street to the intersection of the Pine Street spur and Pine Street.

Pine Street, on the east side, from a point sixty feet south of the intersection of Pine Street and Fifteenth Street to the intersection of Pine Street and Sixteenth Street.

Pine Street, on the east side, from a point forty feet south of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point forty feet north of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

ORDINANCE NO. _____

Page 2

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty-feet south of the intersection of Pine Street and Eighteenth Street. (Ord. 4313)

Section 2: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Pine Street, on the east side, between Twelfth Street and Bishop Avenue (U.S. Highway 63).

Section 3: This ordinance will be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3RD DAY OF JUNE, 2024.

APPROVED:

ATTEST:

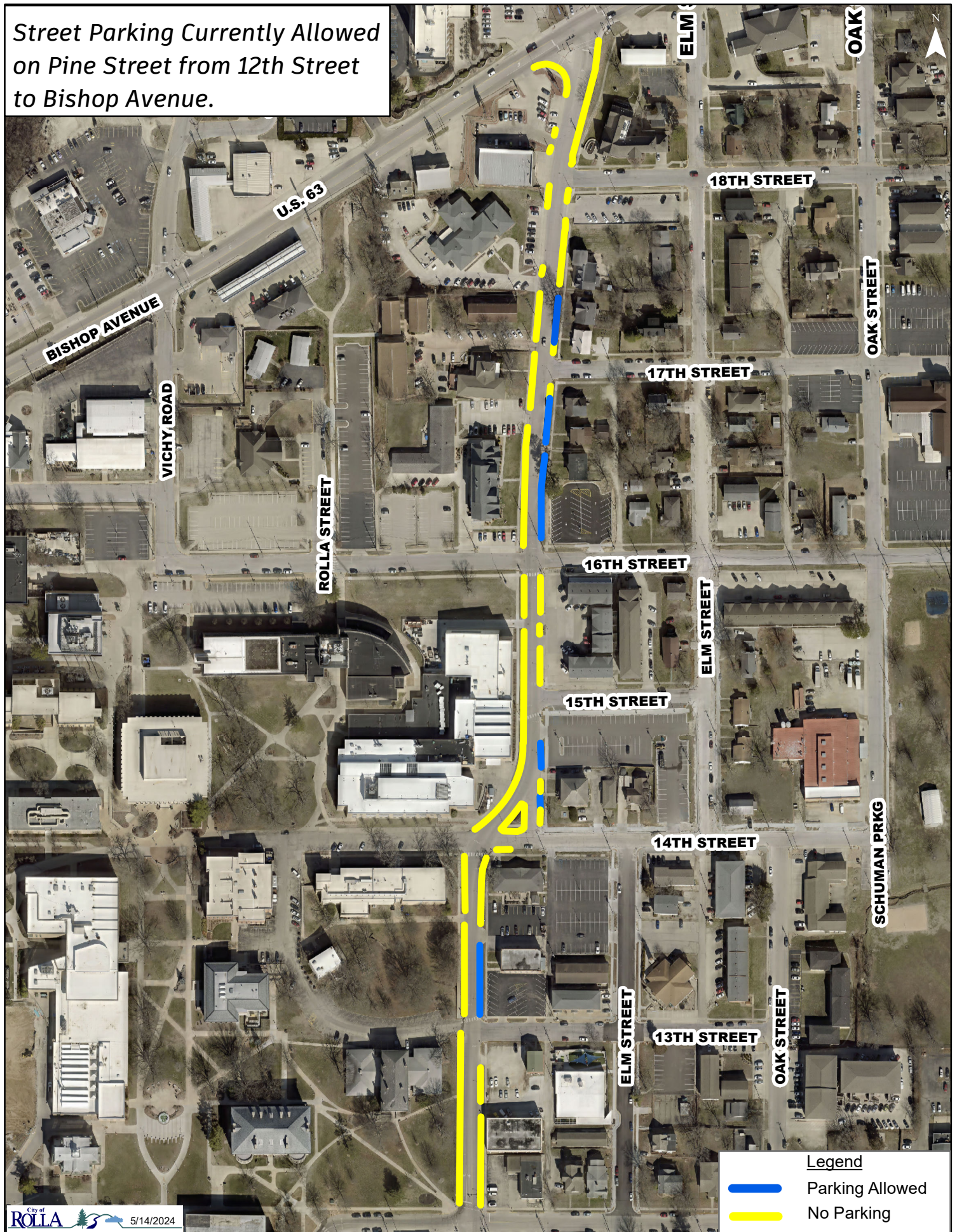
MAYOR

CITY CLERK

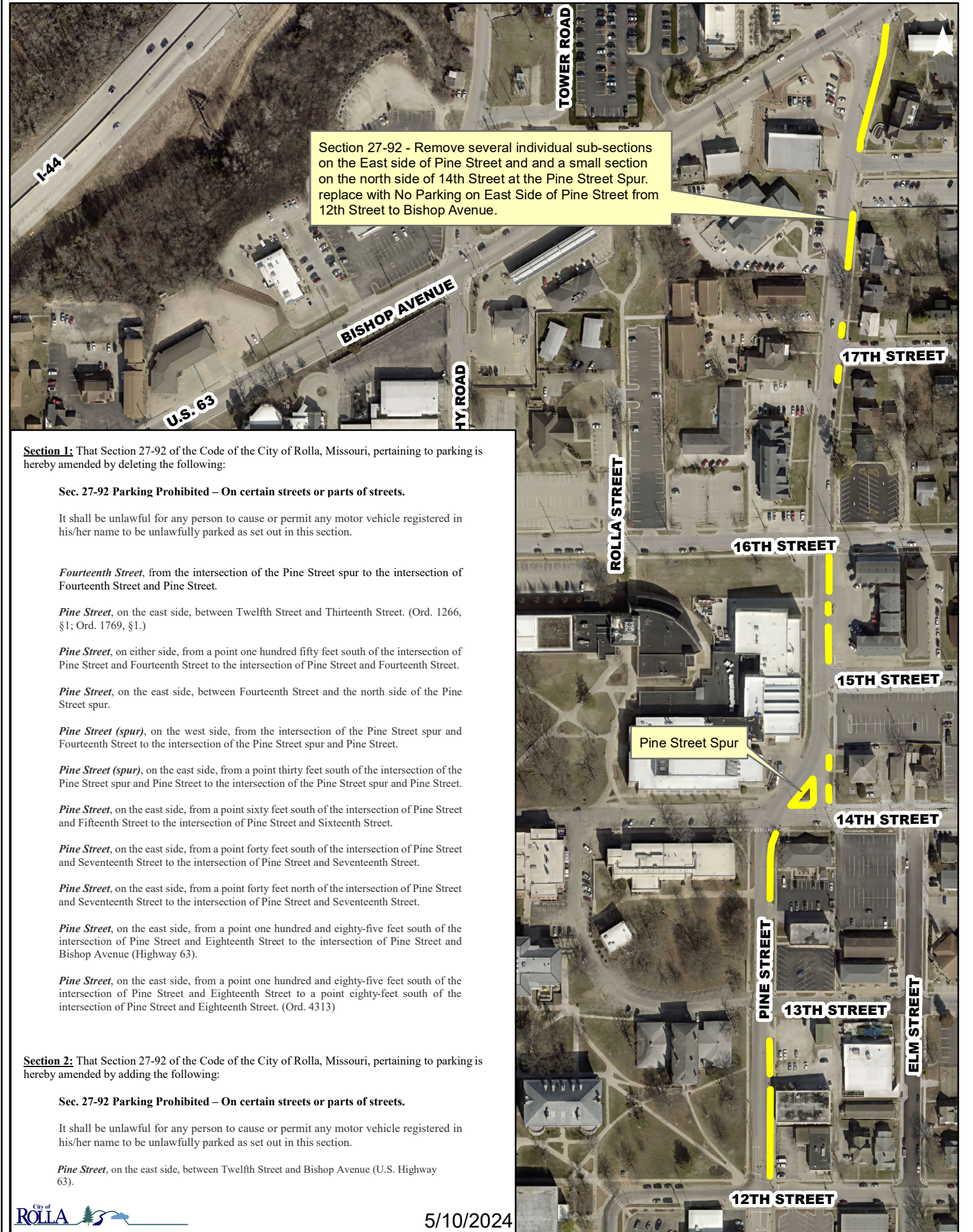
APPROVED AS TO FORM:

CITY COUNSELOR

Street Parking Currently Allowed on Pine Street from 12th Street to Bishop Avenue.



Legend
— Parking Allowed
— No Parking



Section 27-92 - Remove several individual sub-sections on the East side of Pine Street and a small section on the north side of 14th Street at the Pine Street Spur. replace with No Parking on East Side of Pine Street from 12th Street to Bishop Avenue.

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Fourteenth Street, from the intersection of the Pine Street spur to the intersection of Fourteenth Street and Pine Street.

Pine Street, on the east side, between Twelfth Street and Thirteenth Street. (Ord. 1266, §1; Ord. 1769, §1.)

Pine Street, on either side, from a point one hundred fifty feet south of the intersection of Pine Street and Fourteenth Street to the intersection of Pine Street and Fourteenth Street.

Pine Street, on the east side, between Fourteenth Street and the north side of the Pine Street spur.

Pine Street (spur), on the west side, from the intersection of the Pine Street spur and Fourteenth Street to the intersection of the Pine Street spur and Pine Street.

Pine Street (spur), on the east side, from a point thirty feet south of the intersection of the Pine Street spur and Pine Street to the intersection of the Pine Street spur and Pine Street.

Pine Street, on the east side, from a point sixty feet south of the intersection of Pine Street and Fifteenth Street to the intersection of Pine Street and Sixteenth Street.

Pine Street, on the east side, from a point forty feet south of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point forty feet north of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

Pine Street, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty-feet south of the intersection of Pine Street and Eighteenth Street. (Ord. 4313)

Section 2: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-92 Parking Prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this section.

Pine Street, on the east side, between Twelfth Street and Bishop Avenue (U.S. Highway 63).

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution to Extend Lease with Downtown Barber Shop

BUDGET APPROPRIATION: \$10,140

DATE: June 3, 2024

COMMENTARY:

The City has leased 1004 N. Pine St. to the Downtown Barber Shop since 1995. It's been a very good relationship for both parties. The current lease has now expired and the parties desire another five year term with a 13% increase to \$845/month until December 2026 which will then be increased to \$895/mo.

Recommendation: Motion to approve the Resolution and contract with Downtown Barber Shop.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AMENDMENT TO COMMERCIAL LEASE BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE DOWNTOWN BARBER SHOP.

NOW, THEREFORE, 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 is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Amendment to Commercial Lease between the City of Rolla, Missouri, and the Downtown Barber Shop, for property located at 1004 N. Pine Street.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3RD DAY OF MAY, 2024.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT is made and entered into this 1st day of June, 2024, by and between the CITY of ROLLA, MISSOURI, Lessor, and Downtown Barber shop, a Missouri corporation, Lessee.

WHEREAS, Lessor and Lessee did enter into a Lease Agreement dated January 10, 1995, covering premises in the county of Phelps, State of Missouri known and numbered at 1004 North Pine Street, Rolla, Missouri, all as more particularly described therein; and,

WHEREAS, said Lease was renewed by Lessee on January 1, 1998, January 2, 2001, December 1, 2003, December 1, 2011, December 1, 2014, December 1, 2017 and May 1, 2021.

WHEREAS, Lessor and Lessee wish to provide for an extension and modify other terms and conditions of said Lease.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. The term of the Lease shall be extended for an additional period of five (5) years commencing on June 1, 2024 and ending on May 31, 2029.
2. Said Lease shall be modified as set forth hereafter:
 - a) The rental for the premises shall be Eight Hundred Forty-Five Dollars (\$845) per month through December 31, 2026 and then increased to Eight Hundred Ninety-Five Dollars (\$895) through May 31, 2029.
3. Except as specifically modified herein, all other terms and conditions of the Lease Agreement and subsequent Amendments referred to above shall remain in full force and effect.

LESSEE:

Dennis Michael Foster
Downtown Barber Shop

Louis J. Magdits, IV
Mayor, City of Rolla, Missouri

COMMERCIAL LEASE

THIS LEASE, made and entered into this 10th day of January, 1995, by and between the City of Rolla, Missouri, hereinafter referred to as "LESSOR", and Downtown Barber Shop, hereinafter referred to as "LESSEE."

WITNESSETH:

That LESSOR hereby leases unto LESSEE AND LESSEE hereby takes from LESSOR as LESSEE the following premises situated in the County of Phelps, State of Missouri, to-wit:

A space containing approximately 955 square feet located in the Police Building, such space being more commonly known as the **Downtown Barber Shop** and numbered as 1004 North Pine Street, Rolla, Missouri, and outlined in yellow on Exhibit "A" attached.

upon the following terms and conditions which the respective parties covenant and agree to keep and perform, to-wit:

1. Term. This tenancy shall commence on the 10th day of January, 1995, and terminate on the 31st day of December, 1997, and may be renewable for one additional three (3) year period unless LESSEE provides LESSOR written notification on or before September 30, 1997, that LESSEE intends this lease to terminate on December 31, 1997.

2. Improvements. LESSEE shall be responsible for all the improvements to be made to the premises. LESSEE shall be responsible for the payment of all costs and expenses incurred as a result of the improvements.

3. Rent. The rental for the premises shall be Four Hundred Sixty Dollars (\$460.00) per month for the first three (3) years of this lease. Rent for the additional three (3) year period shall be increased based on the preceding year CPI. Rent shall be payable in advance on the 10th day of each and every month during the term of this lease.

4. Entry and Inspection. LESSEE shall permit LESSOR or LESSOR's agents to enter the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LESSOR at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

5. Insurance. LESSEE, at LESSEE's expense, shall maintain public liability and property damage insurance insuring LESSEE and LESSOR with minimum coverage as follows:

D.D.S. \$1,000,000, combined single limit,
~~\$100,000 property damage.~~ P.C. Jette

LESSEE shall provide LESSOR with a Certificate of Insurance naming LESSOR as additional insured. The Certificate shall provide for a ten (10) day written notice to LESSOR in the event of cancellation or material change of coverage.

LESSOR shall maintain casualty insurance, including insurance against damages caused by fire, wind and hail, with respect to all buildings and improvements located on the premises.

LESSEE hereby waives any and all rights of subrogations against LESSOR which might otherwise exist pursuant to said insurance.

6. Maintenance and Repairs. LESSEE shall maintain the interior of the building located on premises in as good condition as received, normal wear and tear excepted.

LESSOR shall maintain in good and safe condition and repair all other portion of the premises, including, but not limited to, the exterior and roof of the building located on the premises. LESSOR shall maintain sidewalks and driveways in good and safe condition and repair. LESSOR shall save, hold harmless, indemnify and defend LESSEE against any claim brought by any person or entity relative to the normal condition of the sidewalks and driveways located on the premises.

7. Utilities. LESSOR agrees that LESSOR shall be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises.

8. Taxes. LESSOR shall be responsible for the payment of City and County real estate taxes.

9. Condemnation. If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession. LESSEE shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation. However, LESSOR may, at LESSOR's option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the LESSOR, and LESSEE shall not be entitled to any part thereof, provided, however, that LESSEE shall be entitled to retain any amount awarded to LESSEE for LESSEE's trade fixtures or moving expenses.

10. Trade Fixtures. LESSEE may, upon the termination hereof, remove all of LESSEE's trade fixtures and equipment, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

11. Destruction of Premises. In the event of substantial partial or complete destruction of the premises, this lease shall terminate and LESSOR shall return to LESSEE prepaid and unaccrued rental from the date of such destruction. In the event of insubstantial destruction, LESSOR shall repair the premises within a reasonable period of time, and the rent due hereunder shall be reduced proportionally which such repairs are being made.

12. LESSEE's Default. In the event of any breach of this lease by LESSEE, LESSOR shall provide LESSEE written notification of the alleged breach and request abatement of the breach. In the event that LESSEE shall not abate the alleged breach within fifteen (15) days of LESSEE's receipt of such notice, the breach shall constitute a default under this lease, and LESSOR shall be entitled to proceed with legal remedies against LESSEE.

13. Choice of Law. This lease shall be deemed to have been made in the State of Missouri and shall be construed according to the laws of the State of Missouri.

14. Severability. The parties agree that should any clause, sentence or paragraph of this lease be determined void, invalid, illegal or unenforceable, the remaining provision shall remain in full force and effect, and to that extent, the terms of this lease are severable.

15. No Constructive Waiver. No failure of a party to enforce any term of this lease shall be deemed to be a waiver.

16. Notices. Any notice which either party may or is required to give under this lease shall be given by mailing the same, postage prepaid, to LESSEE at 1004 North Pine Street, or LESSOR at P.O. Box 979, Rolla, Missouri, 65401, or at such other place as may be designated by the parties from time to time.

17. Time. Time is of the essence of this lease.

18. Heirs, Assigns and Successors. This lease is binding upon and inures to the benefit of the parties' successors and assigns, and the LESSOR's personal representatives, heirs, devisees and legatees, if applicable.

19. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed the foregoing agreement the day and year first above written.

I. LESSEE:

Downtown Barber Shop

By: Dennis Foster
Dongie Spurlack

ATTEST:

II. LESSOR:

City of Rolla, Missouri

By: [Signature]
Mayor
(Title)

ATTEST:

[Signature]
(City Clerk)

(City Seal)

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

**ITEM/SUBJECT: Airport Improvement Program
MODOT Block Grant Agreement**

BUDGET APPROPRIATION (IF APPLICABLE): \$ DATE: 06/03/2024

COMMENTARY:

The attached ordinance authorizes the Mayor to execute a block grant agreement with the Missouri Department of Transportation for the design of Taxiway A Pavement Rehabilitation. This grant will reimburse eligible design fees at 100% from the Rolla National Airports non-primary entitlement funds.

Staff recommends approval of this ordinance.

ITEM NO. VII.B.1

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 STATE BLOCK GRANT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain State Block Grant Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission, 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 17th DAY OF JUNE 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CCO FORM: MO04

Approved: 03/91 (KR)

Revised: 03/24 (TLP)

Modified:

Sponsor: City of Rolla

Project No. 23-056A-1

Airport Name: Rolla National

CFDA Number: CFDA #20.106

CFDA Title: Airport Improvement Program

Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement

--Federal Authorization - Airport and Airway Improvement
Act of 1982 (as amended)

--Project Description - Planning, Land/Easement Appraisals
and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. ALLOWABLE COSTS
6. WITHDRAWAL OF GRANT OFFER
7. EXPIRATION OF GRANT OFFER
8. FEDERAL SHARE OF COSTS
9. COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE
WITH REQUIREMENTS
10. RECOVERY OF FEDERAL FUNDS
11. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
12. PAYMENT
13. ADMINISTRATIVE/AUDIT REQUIREMENTS
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. INSURANCE
27. NOTIFICATION OF CHANGE
28. DURATION OF GRANT OBLIGATIONS
29. AMENDMENTS
30. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
31. ASSIGNMENT

32. BANKRUPTCY
33. COMMISSION REPRESENTATIVE
34. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006
35. BAN ON TEXTING WHILE DRIVING
36. TRAFFICKING IN PERSONS
37. SUSPENSION OR DEBARMENT
38. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUENTY IDENTIFIER
39. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
40. EMPLOYEE PROTECTION FROM REPRISALS

SECTION III – PLANNING

41. AIRPORT LAYOUT PLAN
42. AIRPORT PROPERTY MAP
43. ENVIRONMENTAL IMPACT EVALUATION
44. EXHIBIT "A" PROPERTY MAP
45. SOLID WASTE RECYCLING PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

46. RUNWAY PROTECTION ZONE

SECTION V - DESIGN

47. ENGINEER'S DESIGN REPORT
48. GEOMETRIC DESIGN CRITERIA
49. PLANS, SPECIFICATION AND ESTIMATES

SECTION VI - CONSTRUCTION

50. CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS
51. CONSTRUCTION PROGRESS AND INSPECTION REPORTS
52. WAGE LAWS
53. COMPETITIVE SELECTION OF CONTRACTOR
54. REVIEW OF BIDS AND CONTRACT AWARD
55. NOTICE TO PROCEED
56. DISADVANTAGED BUSINESS ENTERPRISES - CONSTRUCTION
57. LABOR STANDARDS INTERVIEWS
58. AIR AND WATER QUALITY
59. FILING NOTICE OF LANDING AREA PROPOSAL
60. FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION
61. CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS
62. RESPONSIBILITY FOR PROJECT SAFETY
63. RECORD DRAWINGS

SECTION VII – SPECIAL CONDITIONS

64. SPECIAL CONDITIONS

SECTION VIII – GRANT ACCEPTANCE

- Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
- Certificate of sponsor's attorney

Sponsor: City of Rolla
Project No. 23-056A-1
Airport Name: Rolla National

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code (USC) Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

TAXIWAY A RECONSTRUCT;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2027. The Commission's assistant chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Two Hundred Eighty-Eight Thousand Three Hundred Fifty Dollars (\$288,350) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents one hundred percent (100%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable in accordance with 49 USC Chapters 471 and 475.

(6) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.

(7) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before August 30, 2024 or such subsequent date as may be prescribed in writing by the Commission.

(8) FEDERAL SHARE OF COSTS: The United States' share of the allowable project costs will be made in accordance with 49 USC §47109 and the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (USDOT) shall practice. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

(9) COMPLETING THE PROJECT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must assure that the project is carried out and completed without undue delays and in accordance with this Agreement, applicable laws, statutes, regulations, and policies and procedures of the USDOT Secretary. Per 2 Code of Federal Regulations (CFR) §200.308, the Sponsor agrees to

report to the Commission any disengagement from funding eligible expenses under the Agreement and any subgrants thereto that exceed three months and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to any subgrants issued under this Agreement.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purpose of this grant Agreement, the term "federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or subgrants issued under this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(12) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (12)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final

closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this Agreement, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this Agreement, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used, and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(13) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in 2 CFR Part 200.

(A) If the Sponsor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Sponsor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances as outlined in attached Exhibit 1, current FAA Advisory Circulars (ACs) for AIP projects and/or the Commission's specifications. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs,

Commission's specifications and current FAA Order 5190.6 entitled "FAA Airport Compliance Manual" and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than five (5) years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed,

sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(17) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the

Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage
Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-5571
(573) 526-4709 FAX
email: kyle.lepage@modot.mo.gov

Sponsor: John Butz
City Administrator
City of Rolla
P.O. Box 979
901 N Elm
Rolla, MO 65402
(573) 526-6948
(573) 426-6947
email: jbutz@rollacity.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(28) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance against exclusive rights or terms, conditions and assurances with respect to real property acquired with federal funds. Paragraph (28) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this Agreement, as title to same shall vest in the Sponsor.

(B) For the grant duration period, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the

aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: 1. for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or 2. for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated thereunder as if the transferee had been the original owner thereof.

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

(30) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (49 CFR §18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than One Hundred Thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing One Hundred Thousand Dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(31) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(32) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(33) COMMISSION REPRESENTATIVE: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(34) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Sponsor shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(35) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009,

and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(36) TRAFFICKING IN PERSONS:

(A) The Commission may unilaterally terminate this Agreement, without penalty, if the Sponsor or a subcontractor that is a private entity:

1. Is determined to have:

A. Engaged in severe forms of trafficking in persons during the period of time that this Agreement and any subgrants entered into pursuant to this Agreement are in effect;

B. Procured a commercial sex act during the period of time that this Agreement, including any subgrants entered into pursuant to this Agreement, are in effect; or

C. Used forced labor in the performance of this Agreement, including any subgrants entered into pursuant to this Agreement; or

2. Has an employee who is determined by the Commission official authorized to terminate the Agreement to have violated a prohibition in subparagraph (36)(A)1.A. above through conduct that is either associated with performance under this Agreement or imputed to the Sponsor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

(B) The Sponsor must notify the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in

subparagraph (35)(A)1. of this Agreement, including subgrants entered into pursuant to this Agreement.

(C) The Commission's right to terminate unilaterally that is described in subparagraph (36)(A)1. of this Agreement:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission under this Agreement.

(D) The Sponsor shall include the requirements of subparagraph (36)(A)1. of this Agreement in any subgrant entered into pursuant to this Agreement.

(37) SUSPENSION OR DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR §180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g., subcontracts).

(38) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update, and will require the Sponsor to review and update, the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique Entity Identifier (UEI) means a twelve (12) character alphanumeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

(39) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(40) EMPLOYEE PROTECTION FROM REPRISALS:

(A) Prohibition of Reprisals: In accordance with 41 USC §4712, an employee of the Sponsor, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (40)(B) information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a federal grant;
2. Gross waste of federal funds;
3. An abuse of authority relating to implementation or use of federal funds;
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule, or regulation related to a federal grant.

(B) Persons and Bodies Covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A federal office or employee responsible for oversight of a grant program;
5. A court or grand jury;
6. A management office of the grantee or subgrantee; or
7. A federal or state regulatory enforcement agency.

(C) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by subparagraph (40)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(D) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(E) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 USC §4712(b).

(F) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 USC §4712(c).

(41) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (ALP). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with regard to FAA standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an ALP in accordance with 49 USC §47107(a)(16).

(C) The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the Airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

(42) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(43) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per the current version of FAA Order 5050.4, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(44) EXHIBIT "A" PROPERTY MAP: The Exhibit "A" Property Map accepted by the Commission on February 4, 1997, is incorporated herein by reference.

(45) SOLID WASTE RECYCLING PLAN: The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC §47106(a)(6).

(46) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five (5) years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes, or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or

uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(47) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(48) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(49) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission and FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with its certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.

(50) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In

conjunction with submittal of the construction bid tabulation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(51) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications. Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a weekly construction progress and inspection report on the FAA Form 5370-1 ("Construction Project and Inspection Report"), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(52) WAGE LAWS: The Sponsor and its contractors and subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the jobsite, in accord with 29 CFR Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 USC §327, *et seq.*), and its implementing regulations. The Sponsor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(53) COMPETITIVE SELECTION OF CONTRACTOR: Construction that is to be accomplished by contract is to be competitively bid in accordance with federal procurement requirements, located at 49 CFR Part 18. Bid notices should be published in a qualified (local or area) newspaper or other advertisement publication located in the same county as the airport project as a minimum.

(54) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(55) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds and any other documentation as required by this Agreement, the

Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) Notice to proceed shall not be issued until the Sponsor has provided satisfactory evidence of acceptable title to the land on which construction is to be performed. Ownership status of existing airport property as well as any land or easements acquired under this project must be included in a Certificate of Title tied to a current Exhibit "A" property map.

(B) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(C) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(56) DISADVANTAGED BUSINESS ENTERPRISES (DBEs)-CONSTRUCTION: The Sponsor shall notify prospective bidders that DBEs will be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(A) The goal for this project to be awarded to DBE firms shall be established by the Commission based on the engineer's construction cost estimate included in the design report. The goal will be a percentage of the federal portion of the contract costs less the amount expended for land, easements, the Sponsor's in-house administration, force account work and any noncontractual costs. Failure to meet the DBE goal can render a bid proposal nonresponsive at the Commission's discretion.

(B) The Sponsor shall conduct field reviews and interviews with workers to ensure that the portion of the work identified in the construction contract to be performed by DBE firms is so performed. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(57) LABOR STANDARDS INTERVIEWS: The Sponsor shall conduct periodic random interviews with the workers to assure that they are receiving the established prevailing wages. Results of these interviews shall be submitted to the Commission with the weekly construction progress reports.

(58) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for the project. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(59) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration.

A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening, lengthening or reconstruction of an existing runway or construction of a new runway. When the funded project is strictly a master plan/site selection, this form will be submitted for the final three (3) proposed sites prior to development of the ALP.

(60) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for construction of any permanent structures on the airport, temporary structures over twenty feet (20') in height or use of construction equipment over twenty feet (20') tall. It is not necessary for routine construction projects unless they include above ground installations.

(61) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(62) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required shall conform with all applicable FAA regulations or specifications.

(A) The Sponsor shall ensure that a safety plan is included in the contract documents and that the Contractor complies with the safety plan during construction.

(B) It is also the responsibility of the Sponsor to issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required. Copies of notices shall also be sent to the Commission as soon as they are filed with the FAA.

(63) RECORD DRAWINGS: The Sponsor shall provide one (1) set of digital as-built construction plans and one (1) set of digital and one (1) paper set of the updated ALP with a narrative report to the Commission upon project completion. The Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project. The Commission will forward one (1) digital set of the approved updated ALP to the FAA Central Region office.

(64) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the Certification Regarding Lobbying required by the FAA. This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Buy American Requirements: Unless otherwise approved in advance by the Commission and the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every subgrant funded by this Agreement. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

(C) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved ALP.

(D) Navigational Aids: Except for instrument landing systems acquired with the AIP (block grant) funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP (block grant) program during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 USC §44502(E). The Sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the FAA's standards. The Sponsor must also remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

(E) Environmental Due Diligence Audit: The Sponsor shall conduct an Environmental Due Diligence Audit (EDDA) of all NAVAID (electronic navigational equipment) sites that will be established or relocated with federal (block grant) funds. This audit shall include existing equipment currently owned and operated by the FAA Airways Facilities Branch and new equipment for which the Sponsor will be requesting FAA maintenance.

(F) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not

commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(G) Sponsor's Disadvantaged Business Enterprise Program: When the grant amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000), the Sponsor hereby adopts the Commission's DBE program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(H) Disadvantaged Business Enterprise Required Statements:

1. Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

3. Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

"MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States

Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to, and comply with the assurance statement.

4. Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor, or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

5. MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(1) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real

estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(J) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Agreement until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(K) Pavement Maintenance Management Program: The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Grant Assurance 11, Pavement Preventive Management, which is codified at 49 USC §47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements", for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

2. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

3. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

A. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

- (i) Location of all runways, taxiways, and aprons;
- (ii) Dimensions;
- (iii) Types of pavement; and
- (iv) Year of construction or most recent major rehabilitation.

B. Inspection Schedule.

(i) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is

available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of the inspections may be extended to three (3) years.

(ii) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five (5) years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- A. Inspection date;
- B. Location;
- C. Distress types; and
- D. Maintenance scheduled or performed.

5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the Commission as may be required.

(L) Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a five (5) year period following the completion of this project unless the Commission and the FAA determine that the rehabilitation or reconstruction is required for safety reasons.

(M) Projects Which Contain Paving Work in Excess of \$500,000: The Sponsor agrees to:

1. Furnish a construction management program to the Commission prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

A. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to

take necessary actions to comply with the contract;

B. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

C. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials Standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);

D. Qualifications of engineering supervision and construction inspection personnel;

E. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

F. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

2. Submit at completion of the project, a final test and quality control report documenting the summary results of all tests performed, highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the Commission.

3. Failure to provide a complete report as described in subparagraph 1.(B) above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the Commission and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

4. The Commission, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

(N) Lighting: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable Commission and FAA standards.

(O) Utility Relocation in Project: The Sponsor understands and agrees

that:

1. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;
2. Federal participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
3. The Utilities exclusively serve the Airport on which the project supports.

(P) Equipment Acquisition: The Sponsor understands and agrees that any equipment acquired through this Agreement is considered a "facility" as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

(Q) Wildlife Fence: The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than twenty (20) years from the date this Agreement was issued. The Sponsor understands that the maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ROLLA

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No. _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF ROLLA

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Aviation Project Consultant Agreement

BUDGET APPROPRIATION \$100,000

DATE: 06/03/2024

COMMENTARY:

Attached is an ordinance that authorizes the Mayor to enter into an agreement with Woolpert, Inc for design services. This agreement is for design services for the taxiway reconstruction at the Rolla National Airport. This agreement is for \$239,692.00. It will be reimbursed at 100% from non-primary entitlement funds. These funds are from the Federal Aviation Administration and administered by MoDOT.

Staff Recommends the first reading of the ordinance authorizing the Consultant Agreement with Woolpert, Inc for design services on the airport taxiway.

ITEM NO. VII.C.1

ORDINANCE NO. _____

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

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri An Aviation Project Consultant Supplemental Agreement between the City of Rolla, Missouri and Woolpert, Inc, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17th DAY OF JUNE 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

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

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Rolla (hereinafter, "Sponsor") and Woolpert, Inc.(hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on November 28, 2023, to accomplish a project at the Rolla National Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17) of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9) of the Original Agreement are hereby modified for Supplemental Agreement No. 1 to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	\$0.00	\$0.00	\$0.00
Max. Fee Payable	\$45,558.00	\$239,692.00	\$285,250.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The projected completion date is revised to December 30, 2025, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 3% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 3% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
N/A				

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
N/A		

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this _____ day of _____, 2024.

Executed by the Sponsor this _____ day of _____, 2024.

CONSULTANT:
Woolpert, Inc.

SPONSOR:
City of Rolla

By _____

By _____

Title Vice President

Title Mayor

ATTEST:

ATTEST:

By _____

By _____

Title Project Manager

Title City Clerk

EXHIBIT II - SA1
SCOPE OF SERVICES

VII.C.6

**SCOPE OF WORK
FOR
ROLLA NATIONAL AIRPORT
VICHY, MO
MoDOT PROJECT NO. 23-056A-1
TAXIWAY A RECONSTRUCTION AND TAXIWAY CONNECTOR REHABILITATION
AND TAXIWAY LIGHTING REHABILITATION
DESIGN SERVICES**

This is an Appendix attached to, made a part of and incorporated by reference with the professional services agreement dated April 17, 2019, between Rolla National Airport and Woolpert, Inc. for providing professional services. For the remainder of this scope the Rolla National Airport is indicated as “Sponsor” and Woolpert, Inc., is indicated as “Engineer.” The expected construction portion of this project will consist of the Taxiway A reconstruction and taxiway connector rehabilitation. The construction budget for this project is approximately \$1,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer’s Design Report, along with Bidding, Design Survey for the Taxiway A Reconstruction and Taxiway Connector Rehabilitation Project and the Taxiway Lighting Rehabilitation Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

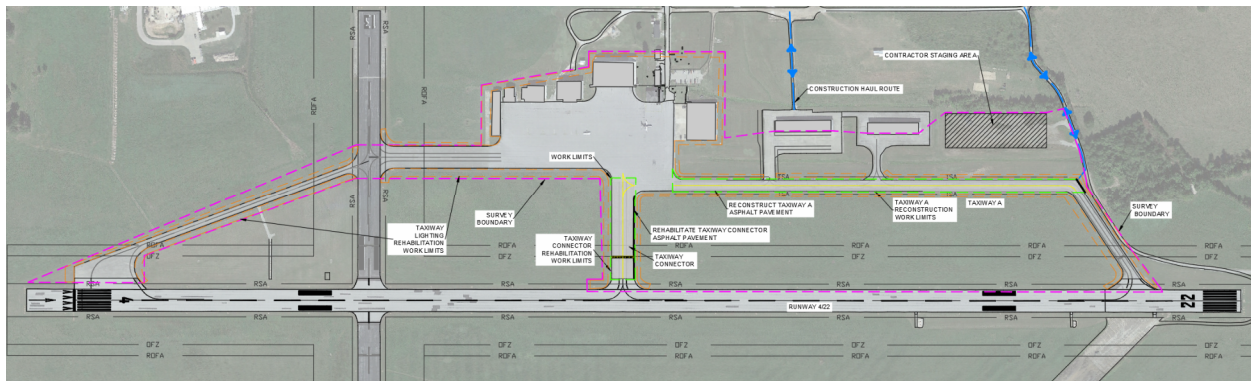


EXHIBIT NO. 1

DESCRIPTION

The Taxiway A Reconstruction and Taxiway Connector Rehabilitation project will consist of approximately 15,215 square yards of asphalt pavement removal (Approximately 10,100 square yards of full depth removal for Taxiway A and 5,115 square yards of partial depth removal for the taxiway connector). The lighting Taxiway Lighting Rehabilitation will consist of placing new LED taxiway edge lights along the airport’s taxiways and back to the vault.

Approximately 40 acres will be topographically surveyed to determine the existing grades and infrastructure located within the project area. The area is indicated on the EXHIBIT NO. 1 and consists of capturing the edge of Runway 4/22 that aligns with Taxiway A, part of the apron, capturing the edge of the nearest buildings, contractor staging area, and extending at least 25’ past the work limits. This survey includes the taxiway lighting for the future taxiway lighting project bid package.

Design work will be broken out into bid packages to be constructed in a phased approach to maintain an operational airport and to align with available funding for construction. These will be separated into construction document packages for bidding as follows to align with anticipated funding:

- Bid Package No. 1 – Taxiway A Reconstruction and Taxiway Connector Rehabilitation

The second bid package will be designed to 100%, but bid in the future based on available funding:

- Bid Package No. 2 – Taxiway Lighting Rehabilitation

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Design Survey Phase and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation will also be included under **Part B-Special Services**. Parts A and B and the four phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and MoDOT. Meetings with the Sponsor and the MoDOT will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.14.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.

- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project.

1.06 Coordinate Topographical Survey. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.01. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation*. Negotiating with the geotechnical engineering firm for a cost to perform the work.

1.08 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.09 Prepare Environmental Documentation. The FAA has determined that a simple written Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall prepare a simple written CATEX for the project. An overall environmental exhibit, if applicable, will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.10 Prepare Disadvantaged Business Enterprise (DBE) Goal. The Engineer will prepare the various MoDOT required documentation. The Engineer will submit the work sheets to MoDOT External Civil Rights for establishing the DBE goal.

TASK 1 DELIVERABLES	TO MoDOT	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.08 Federal Grant Application	✓	✓
1.09 Environmental Documentation	✓	✓
1.10 DBE Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Scoping Meeting, Pre-Design Meeting, Coordination Meetings	<ul style="list-style-type: none"> • Vichy, MO One (1) Program Director, (1) Senior Project Manager, and (1) Project Manager Assume three one (1) hour via teleconference (3 meetings) and two eight (8) hour day site visits (2 meetings) • Assume travel to /from Jefferson City to Vichy, MO • Assume this includes preparing meeting agenda and meeting minutes for each meeting
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none"> • Vichy, MO One (1) Program Director one (1) Project Manager and two eight (8) hour day site visits (2 meetings) • Assume travel to /from Jefferson City to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical survey data and preparing the data for use with computer modeling. This will include the following tasks:

- ➔ Generate three-dimensional contour model from TIN surface model.
- ➔ Prepare and process data for spot elevations, grading and/or paving cross sections.

This task includes analyzing the Taxiway A and Taxiway Connector safety area topographical survey and object inventory data. This will include the following tasks:

- Conduct safety area topographical survey and object inventory.
- Prepare exhibit(s) (plan view of safety area with spot elevations/longitudinal and transverse gradients/dimensions, location/description of objects; etc.) and associated narrative with analysis (compliance with current standards vs. non-compliance with current standard(s)).
- If a non-standard determination is made by the FAA, assist Sponsor with alternative analysis preparation and presentation per the referenced FAA guidance above.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- Review Geotechnical Engineer recommendations.
- Determine appropriate data for the pavement design form(s).
- Input data for computer modeling with topographical survey data.
- Prepare soil information for incorporation on the construction plans.
- Review geotechnical investigation recommendations for reconstruction or rehabilitation.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed in accordance with FAA Advisory Circular (AC) 150/5335-5 (Current Edition), *Standardized Method of Reporting Airport Pavement Strength – PCR*, to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare an exhibit showing the existing pavement and base course thickness.
- Determine areas of existing pavement to be removed and replaced.
- Prepare pavement and soils information for incorporation on the construction drawings.
- Verify elevation of water table.
- Compile the current airport fleet mix.
- Input data into FAARFIELD.
- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*.
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Existing Utility Inventory. This task includes reviewing record drawings and consulting with the Sponsor and local utility companies to identify all utilities within the project site. The Construction Plans will include, to the maximum extent possible, the surveyed locations of observable utility features and the locations identified by utility locates.

2.05 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.06 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 60% complete and at 90% complete for MoDOT review. Upon preliminary approval from the MoDOT, the CSPP will be submitted to FAA for OE/AAA coordination.

2.07 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. The design will involve a plan set that includes Bid Package No. 1 and Bid Package No. 2. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	2
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	3
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	6
Environmental Requirements and Details	1
Demolition Plan	3
Geometric Layout Plan	3
Typical Sections	1
Grading and Spot Elevations	5
Pavement Plan and Profile	5
Pavement Marking Plan	3
Pavement Marking Details	1
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	1
Electrical Demolition Plan	4
Electrical Layout Plan	4
Electrical Details	1
Total Sheet Count	48

2.08 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- ➔ Item C-100 Contractor Quality Control Program (CQCP)
- ➔ Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- ➔ Item C-105 Mobilization
- ➔ Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- ➔ Item P-101 Preparation/Removal of Existing Pavements
- ➔ Item P-151 Clearing and Grubbing
- ➔ Item P-152 Excavation, Subgrade and Embankment
- ➔ Item P-153 Controlled Low-Strength Material (CLSM)
- ➔ Item P-154 Subbase Course
- ➔ Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- ➔ Item P-208 Aggregate Base Course
- ➔ Item P-401 Asphalt Mix Pavement
- ➔ Item P-603 Emulsified Asphalt Tack Coat
- ➔ Item P-610 Concrete for Miscellaneous Structures
- ➔ Item P-620 Runway and Taxiway Marking
- ➔ Item T-901 Seeding
- ➔ Item L-108 Underground Power Cable for Airports
- ➔ Item L-109 Airport Transformer Vault and Vault Equipment
- ➔ Item L-110 Airport Underground Electrical Duct Banks and Conduits
- ➔ Item L-115 Electrical Manholes and Junction Structures
- ➔ Item L-125 Installation of Airport Lighting Systems

VII.C.13

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-601 Crack Repair with Major Crack Repair

2.09 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.10 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition), *Airport Drainage Design*.

2.11 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, grading, hauling, construction dewatering, permanent dewatering, and stormwater pollution prevention plans and associated permits (SWPPP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.12 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic, asphalt and/or concrete batch plants, and key points of any permanent, above-ground alterations. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.13 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.14 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.15 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Central Region Engineer's Design Report guidelines. The Engineer's Design

Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. The Engineer’s Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.16 Review Plans at 60%, 90% and 100% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report will be made accordingly.

In addition to the 60%, 90%, and 100% reviews, the Engineer’s in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report. A final set of Construction Plans (11” x 17”), Specifications, Contract Documents, and the Engineer’s Design Report will be prepared and submitted to the Sponsor, MoDOT, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to MoDOT for reimbursement. It is estimated there will be six RFRs for expenses incurred during the design and bidding phase of this project. This will also include coordination with MoDOT on the status of the grants and pay requests.

TASK 2 DELIVERABLES	TO MoDOT	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.05 Preliminary Contract Documents for Sponsor’s Review	✓	✓
2.06 CSPP at 60% and 90% Complete	✓	✓
2.12 FAA Form 7460	✓	✓
2.17 60%, 90%, and 100 % Construction Plans, Specifications, Contract Documents, and Engineer’s Design Report	✓	✓

2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer’s Design Report	✓	✓
2.19 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 60% Complete. Plan Review at 90% Complete. Plan Review at 100% Complete.	<ul style="list-style-type: none"> • Vichy, MO One (1) Program Director (1) Project Manager Assume two (1) hour via teleconference (2 meetings) and one (8) hour day visit (1 meeting) • Assume travel to /from Jefferson City to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If

rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO MoDOT	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award		✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> • Vichy, MO One (1) Project Manager Assume one (8) hour day visit (1 meeting) • Assume travel to/from Jefferson City, MO to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting
3.05 Attend Bid Opening	<ul style="list-style-type: none"> • Vichy, MO One (1) Project Manager Assume one (8) hour day visit (1 meeting) • Assume travel to/from Jefferson City, MO to Vichy, MO Assume this includes preparing meeting agenda and meeting minutes for each meeting

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation.

4.0 Design Survey Phase

4.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 40 acres.
- Preparation of a survey plan that will determine the appropriate survey methods and equipment to be utilized.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional

- shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the connectors and taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
 - Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
 - Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
 - Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
 - Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
 - During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
 - Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.
 - Prepare triangulated irregular network (TIN surface model) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
 - Generate three-dimensional contour model from TIN surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 4 DELIVERABLES	TO MoDOT	TO SPONSOR
4.01 Topographical Survey	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.01 Coordinate and Perform Topographical Survey	<ul style="list-style-type: none"> • Rolla, MO One (1) Surveyor Assume full day site visit (1 site visit, consisting of 5 days of field work) Assume travel to/from Fairview Heights, IL to Rolla, MO with four (4) overnight stays for the Surveyor for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 4 Reimbursables are invoiced on a not-to-exceed basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 16 project locations
- Installation of temporary piezometers at select boring locations (if needed)
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amounts to be invoiced for per diem and lodging will be in accordance with the published GSA rates at the time of service and may vary from the rates used in the fee estimate.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Central Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.
 - The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.
9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.
11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not

guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP). An as-built survey will be required and will be included in a future scope of work.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

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EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

**JEFFERSON CITY MEMORIAL AIRPORT
JEFFERSON CITY, MISSOURI**

**DESIGN/BIDDING SERVICES
June 21, 2023**

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)	
Practice Operations Leader	2	\$ 100.00	\$ 200.00	330.00
Prgm Dir II	64	\$ 100.00	\$ 6,400.00	315.00
Engineer Project Mgr IV	84	\$ 87.00	\$ 7,308.00	315.00
Geospatial Project Mgr IV	16	\$ 87.00	\$ 1,392.00	295.00
Quality Control Manager	20	\$ 81.00	\$ 1,620.00	295.00
Planner III	8	\$ 78.00	\$ 624.00	275.00
Engineer Project Mgr III	88	\$ 74.00	\$ 6,512.00	275.00
Engineer Project Mgr II	318	\$ 59.00	\$ 18,762.00	220.00
Engineer I	110	\$ 53.00	\$ 5,830.00	250.00
Engineer in Training II	290	\$ 51.00	\$ 14,790.00	195.00
Geospatial Project Mgr II	52	\$ 59.00	\$ 3,068.00	155.00
Project Coordinator II	36	\$ 43.00	\$ 1,548.00	190.00
Grants Administrator I	16	\$ 40.00	\$ 640.00	145.00
Total Direct Salary Costs			= \$	68,694.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 213.77% = \$ 146,847.16

3 SUBTOTAL:

Items 1 and 2 = \$ 215,541.16

4 PROFIT:

15% of Item 3 Subtotal* 9.95% = \$ 21,441.84
*Note: 0-15% Typical

Subtotal = \$ 236,983.00

5 OUT-OF-POCKET EXPENSES:

a. Mileage	0 Miles @	\$0.655 / Mile =	\$0.00
b. Per Diem	6 Days @	\$59.00 / Day =	\$354.00
c. Lodging (Taxes & Fees included)	5 Nights @	\$115.00 / Night=	\$575.00
d. Travel & Airline Costs	1 Trips @	\$1,000.00 / Trip =	\$1,000.00
e. Auto Rental	6 Days @	\$130.00 / Day =	\$780.00

Total Out-of-Pocket Expenses = \$2,709.00 Not to exceed

6 SUBCONTRACT COSTS:

= \$0.00 Not to exceed

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$ 239,692.00

Actual Fee Sheet Amount due to rounding = \$239,692.00 Not to exceed

AIRPORT: Rolla National Airport
 AIP/PROJ. NO.: 23-056A-1
 PROJECT NAME: Taxiway A Reconstruction, Taxiway Connector Rehabilitation, and Taxiway Lighting Rehabilitation Design
 DATE: May 15, 2024

Exhibit V



FEE BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Preliminary Design Phase (Lump Sum)			
Practice Operations Leader	2 hrs. x	\$ 330.00 /hr = \$	660.00
Prgm Dir II	52 hrs. x	\$ 315.00 /hr = \$	16,380.00
Engineer Project Mgr IV	44 hrs. x	\$ 295.00 /hr = \$	12,980.00
Quality Control Manager	2 hrs. x	\$ 275.00 /hr = \$	550.00
Planner III	4 hrs. x	\$ 265.00 /hr = \$	1,060.00
Engineer Project Mgr II	118 hrs. x	\$ 200.00 /hr = \$	23,600.00
Engineer in Training II	24 hrs. x	\$ 175.00 /hr = \$	4,200.00
Project Coordinator II	8 hrs. x	\$ 145.00 /hr = \$	1,160.00
SUBTOTAL			254 hrs. SUBTOTAL \$ 60,590.00
Reimbursables			
Auto Rental	8 Day x	\$ 130.00 /Day= \$	1,040.00
Lodging + Tax & Fees	Day x	\$ 120.00 /Day=	
Per Diem	8 Day x	\$ 59.00 /Day= \$	472.00
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
SUBTOTAL			\$ 1,512.00
PHASE SUBTOTAL			\$ 62,102.00

LABOR HOUR BREAKDOWN

TASK	LABOR CATEGORY										Phase Item Costs	
	Practice Operations Leader	Prgm Dir II	Engineer Project Mgr IV	Quality Control Manager	Planner III	Engineer Project Mgr II	Engineer in Training II	Project Coordinator II				
1.0 Preliminary Design Phase (Lump Sum)												
1.01 Coordinate and Attend Meetings with the Sponsor and FAA		20	20			20						\$ 16,200.00
1.02 Prepare Project Scope of Work and Contract	2	16	8	2		16						\$ 11,810.00
1.03 Prepare Preliminary Cost Estimating			4			16	12					\$ 6,480.00
1.04 Provide Project Coordination		16	12			48						\$ 18,180.00
1.05 Review Existing Documents						2						\$ 750.00
1.06 Coordinate Topographical Survey						4	4					\$ 1,500.00
1.07 Coordinate Geotechnical Investigation						4	4					\$ 1,500.00
1.08 Prepare Federal Grant Application						2			4			\$ 980.00
1.09 Prepare Environmental Documentation					4	2	2					\$ 1,810.00
1.10 Prepare Disadvantaged Business Enterprise (DBE) Goal						4			4			\$ 1,380.00
TOTALS											\$ 60,590.00	

Labor Category	Total Hours	Billing Rate	Total Cost
2.0 Design Phase (Lump Sum)			
Prgm Dir II	8 hrs. x	\$ 315.00 /hr = \$	2,520.00
Engineer Project Mgr IV	52 hrs. x	\$ 295.00 /hr = \$	15,340.00
Quality Control Manager	16 hrs. x	\$ 275.00 /hr = \$	4,400.00
Planner III	2 hrs. x	\$ 265.00 /hr = \$	530.00
Engineer Project Mgr III	72 hrs. x	\$ 250.00 /hr = \$	18,000.00
Engineer Project Mgr II	126 hrs. x	\$ 200.00 /hr = \$	25,200.00
Engineer I	106 hrs. x	\$ 180.00 /hr = \$	19,080.00
Engineer in Training II	238 hrs. x	\$ 175.00 /hr = \$	41,650.00
Project Coordinator II	26 hrs. x	\$ 145.00 /hr = \$	3,770.00
Grants Administrator I	24 hrs. x	\$ 135.00 /hr = \$	3,240.00
SUBTOTAL			670 hrs. SUBTOTAL \$ 133,730.00
Reimbursables			
Auto Rental	2 Day x	\$ 130.00 /Day= \$	260.00
Lodging + Tax & Fees	Day x	\$ 120.00 /Day=	
Per Diem	2 Day x	\$ 59.00 /Day= \$	118.00
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
SUBTOTAL			\$ 378.00
PHASE SUBTOTAL			\$ 134,108.00

TASK	LABOR CATEGORY											Phase Item Costs
	Prgm Dir II	Engineer Project Mgr IV	Quality Control Manager	Planner III	Engineer Project Mgr III	Engineer Project Mgr II	Engineer I	Engineer in Training II	Project Coordinator II	Grants Administrator I		
2.0 Design Phase (Lump Sum)												
2.01 Analyze Topographical Survey Data						2						\$ 400.00
2.02 Analyze Geotechnical Investigation Data		2				8	4					\$ 3,390.00
2.03 Prepare Pavement Design		4				8	4	16	4			\$ 7,560.00
2.04 Prepare Existing Utility Inventory		2							2			\$ 940.00
2.05 Prepare Preliminary Contract Documents						4			8	8		\$ 3,360.00
2.06 Prepare Construction Safety and Phasing Plan (CSPP)					2			2	2			\$ 1,210.00
2.07 Prepare Preliminary Construction Plans												
Cover Sheet						1			2			\$ 550.00
Index of Drawings/Summary of Approximate Quantities & General Notes						2			4			\$ 1,100.00
Survey Control Plan						1			2			\$ 550.00
Geotechnical Investigation Plan						1			2			\$ 550.00
Safety Plan						2			2			\$ 750.00
Construction Layout Plan						2			4			\$ 1,100.00
Construction Phasing Plan		2				2			4			\$ 1,690.00
Environmental Requirements and Details				2		1			4			\$ 1,430.00
Demolition Plan						2			8			\$ 1,800.00
Geometric Layout Plan		2				4		8	32			\$ 8,430.00
Typical Sections		2				2			8			\$ 2,390.00
Grading and Spot Elevations		2				2		8	24			\$ 6,630.00
Pavement Plan and Profile						2			16			\$ 3,200.00
Pavement Marking Plan						2			8			\$ 1,800.00
Pavement Marking Details						2			4			\$ 1,100.00
Seeding and Erosion Control Plan						2			8			\$ 1,800.00
Seeding and Erosion Control Details						2			4			\$ 1,100.00
Electrical Demolition Plan						2			8			\$ 1,800.00
Electrical Layout Plan						8			2			\$ 4,160.00
Electrical Details						2			4			\$ 1,290.00
2.08 Prepare Preliminary Technical Specifications		8				16		16	8			\$ 11,040.00
2.09 Prepare Preliminary Special Provisions						2						\$ 400.00
2.10 Prepare Drainage Analysis and Storm Drainage Design						8		16				\$ 5,280.00
2.11 Compile/Submit Permits						2			2			\$ 750.00
2.12 Compile/Submit FAA Form 7460						2			4	2		\$ 1,390.00
2.13 Calculate Estimated Quantities		2				4		16	8			\$ 7,470.00
2.14 Prepare Estimate of Probable Construction Cost		2				4		16	8	8		\$ 7,630.00
2.15 Prepare Engineer's Design Report		2				2		8	16			\$ 6,130.00
2.16 Review Plans at 60%, 90%, and 100% Complete	8	12				16		16	4		8	\$ 15,120.00
2.17 Provide In-House Quality Control				16								\$ 4,400.00
2.18 Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report						4		16	8	16	8	\$ 9,600.00
2.19 Prepare Requests for Reimbursement								6			24	\$ 4,440.00
TOTALS											\$ 133,730.00	

Labor Category	Total Hours	Billing Rate	Total Cost
3.0 Bidding Phase (Lump Sum)			
Engineer Project Mgr IV	4 hrs. x	\$ 295.00 /hr =	\$ 1,180.00
Engineer Project Mgr II	54 hrs. x	\$ 200.00 /hr =	\$ 10,800.00
Engineer in Training II	28 hrs. x	\$ 175.00 /hr =	\$ 4,900.00
Project Coordinator II	6 hrs. x	\$ 145.00 /hr =	\$ 870.00
SUBTOTAL			92 hrs. SUBTOTAL \$ 17,750.00
Reimbursables			
Auto Rental	2 Day x	\$ 130.00 /Day=	\$ 260.00
Lodging + Tax & Fees	Day x	\$ 120.00 /Day=	
Per Diem	2 Day x	\$ 59.00 /Day=	\$ 118.00
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
SUBTOTAL			\$ 378.00
PHASE SUBTOTAL			\$ 18,128.00

TASK	LABOR CATEGORY						Phase Item Costs
	Engineer Project Mgr IV	Engineer Project Mgr II	Engineer in Training II	Project Coordinator II			
3.0 Bidding Phase (Lump Sum)							
3.01 Provide Bid Assistance	2	16	4				\$ 4,490.00
3.02 Prepare/Conduct Pre-Bid Meeting		8	2				\$ 1,950.00
3.03 Prepare Addenda		4	8	2			\$ 2,490.00
3.04 Consult with Prospective Bidders		8	8				\$ 3,000.00
3.05 Attend Bid Opening		8					\$ 1,600.00
3.06 Review Bid Proposals	2	8	4	4			\$ 3,470.00
3.07 Prepare Recommendation of Award		2	2				\$ 750.00
TOTALS							
	4	54	28	6	0	0	\$ 17,750.00

Labor Category	Total Hours	Billing Rate	Total Cost
4.0 Design Survey Phase (Lump Sum)			
Geospatial Project Mgr IV	16 hrs. x	\$ 295.00 /hr =	\$ 4,720.00
Geospatial Phase Mgr II	52 hrs. x	\$ 155.00 /hr =	\$ 8,060.00
Survey Field Tech III	82 hrs. x	\$ 120.00 /hr =	\$ 9,840.00
SUBTOTAL			150 hrs. SUBTOTAL \$ 22,620.00
Reimbursables			
Lodging + Tax & Fees	5 Day x	\$ 120.00 /Day=	\$ 600.00
Per Diem	6 Day x	\$ 59.00 /Day=	\$ 354.00
Travel & Airline Costs	Trip x	\$ 500.00 /Trip=	
Survey Supplies & Equip.	1 Each x	\$ 1,000.00 /Trip=	\$ 1,000.00
Survey Field Vehicle	6 Day x	\$ 130.00 /Day=	\$ 780.00
SUBTOTAL			\$ 2,734.00
PHASE SUBTOTAL			\$ 25,354.00

TASK	LABOR CATEGORY			Phase Item Costs
	Geospatial Project Mgr IV	Geospatial Phase Mgr II	Survey Field Tech III	
4.0 Design Survey Phase (Lump Sum)				
4.01 Perform Topographical Survey	16	52	82	\$ 22,620.00
TOTALS				
	16	52	82	\$ 22,620.00

	Contract Hours	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)	254	\$ 60,590.00	\$ 1,512.00	\$ 62,102.00
2.0 Design Phase (Lump Sum)	670	\$ 133,730.00	\$ 378.00	\$ 134,108.00
3.0 Bidding Phase (Lump Sum)	92	\$ 17,750.00	\$ 378.00	\$ 18,128.00
	1016	\$ 212,070.00	\$ 2,268.00	\$ 214,338.00
PART B - SPECIAL SERVICES (LUMP SUM)				
4.0 Design Survey Phase (Lump Sum)	150	\$ 22,620.00	\$ 2,734.00	\$ 25,354.00
	150	\$ 22,620.00	\$ 2,734.00	\$ 25,354.00
SUBCONSULTANT 1				
SUBTOTAL				\$ -
TOTAL		\$ 234,690.00	\$ -	\$ 5,002.00
				\$ 239,692.00

*For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred except in cases where specific client requirements exist that limit lodging to GSA standards.