

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 17, 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 Mayberry

I. PUBLIC HEARINGS –

- A. **Public Hearing and Ordinance** to approve the proposed text amendment for Chapter 42 and revision to Chapter 20. (City Planner Tom Coots) **Public Hearing and First Reading**
- B. **Public Hearing and Ordinance** to change the name of a portion of Old Saint James Road/County Road 3060 between 18th Street and the City Limits/Quarry Rd/County Road 3030. (City Planner Tom Coots) **Public Hearing and First Reading**
- C. **Public Hearing and Ordinance** to rezone 1320 Independence Rd. from C-2, General commercial district to the R-1, Suburban Residential district. (City Planner Tom Coots) **Public Hearing and First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

III. OLD BUSINESS –

- A. **Ordinance** authorizing the execution of a block grant agreement with the Missouri Department of Transportation for the design of Taxiway A Pavement Rehabilitation. (City Administrator John Buz) **Final Reading**
- B. **Ordinance** authorizing the Consultant Agreement with Woolpert, Inc for design services on the airport taxiway. (City Administrator John Butz) **Final Reading**

IV. NEW BUSINESS –

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Review** of the Proposed Budget for the Forum Plaza Community Improvement District (CID). (City Administrator John Butz)

VI. CITIZEN COMMUNICATION

VII. MAYOR/CITY COUNCIL COMMENTS

- A. **Motion** to Appoint Patti Fleck to the Library Board for 1st -3 year term. (exp June 2027)
- B. **Motion** to Appoint Helen Johnstone to the Library Board for 1st – 3 year term. (exp June 2027)
- C. **Discussion** on the City’s guidelines regarding the parks and festival lots and closing City streets.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A. Next Meeting Date, Monday, July 1st, 2024

IX. CLOSED SESSION –

- A. Closed Session per RSMo 610.021- (2) Real Estate (1) Legal

X. ADJOURNMENT -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Amendments to Chapter 20, "Housing", to establish Article III, Shelters; and amending Sections 42.203 Zoning Use Definitions; 42.209 to establish Shelters, Soup Kitchens, and Transitional Housing; 42.211 – 42.215 Residential Districts; 42.221 – 42.224 Commercial Districts; removing 42.457 Overnight Shelter, Soup Kitchen, and Transitional Uses; and 42.710 amending Zoning Use Table as needed

(TXT24-02)

MEETING DATE: June 17, 2024

Application and Notice:

Applicant - City of Rolla
Public Notice - Legal ad in the Phelps County Focus; <https://www.rollacity.org/agenda.shtml>

Background:

The City Council adopted revisions to the zoning code for Overnight Shelters and related uses in 2022. Although no applications have been received for new overnight shelters in that time, discussions regarding the uses have continued since the city hired a new City Attorney. The City Council has directed staff to work with the attorney to draft certain revisions to the zoning codes.

Revisions are proposed to Chapter 42, Planning and Zoning to make changes to the districts in which the uses are allowed, and to relocate the provisions for how they operate to Chapter 20, Housing.

Discussion:

Changes to the city ordinances regarding the zoning districts in which Overnight Shelters and related uses are allowed, and how such uses are operated are proposed. The revisions are summarized:

1. The overnight shelters and related uses are to be removed from the definitions section in Chapter 42 and referred to Chapter 20.
2. Severe Weather Shelters are created as a land use and proposed to be allowed in all zoning districts.
3. Transitional Housing is proposed to be allowed in all residential districts. The codes previously allowed Transitional Housing only in the multi-family districts and the C-C, Center City District.
4. Soup Kitchens are proposed changed from a Conditional Use in the C-2, General Commercial district to be a permitted use. Soup Kitchens remain a Conditional Use in the C-C, Center City District; and are proposed as a Conditional Use in the M, Manufacturing District.

5. Overnight Shelters are proposed to be changed from a Conditional Use to a permitted use in the R-3, Multi-family and R-4, Urban Multi-family Districts.
6. Overnight Shelters are proposed to be permitted as a Conditional Use in the C-C, Center City District. Overnight Shelters would remain a Conditional Use in the M, Manufacturing District.
7. The section in Chapter 42 that contained the details about how the uses are allowed to operate are to be removed from Chapter 42 and revised language would be added to Chapter 20, Housing.

The revisions are recommended to improve the ability to enforce restrictions and requirements on Overnight Shelters and related uses.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on May 14, 2024 and June 11, 2024. The Commission voted 6-0 to recommend that the City Council remove Section 42.457 from the zoning code to allow for the changes to Chapter 20; with no changes to the remainder of Chapter 42 recommended.

Prepared by:

Tom Coots, City Planner

Attachments:

Proposed Text Amendment for Chapter 42; Memo from City Attorney; Buffer Map; Ordinance

AN ORDINANCE AMENDING CHAPTER 20, "HOUSING" OF THE ORDINANCES OF THE CITY OF ROLLA, MISSOURI TO ESTABLISH ARTICLE III, SHELTERS; AND AMENDING CHAPTER 42, "PLANNING AND ZONING", ARTICLE II, ZONING DISTRICTS; ARTICLE IV, SPECIAL REGULATIONS; AND ARTICLE VII, APPENDIX REGARDING OVERNIGHT SHELTER, SOUP KITCHENS, AND TRANSITIONAL HOUSING USES.

WHEREAS, the Rolla Planning and Zoning Commission did hold a public hearing following the provision of public notice pursuant to Section 42-142 and applicable state statutes; and

WHEREAS, the Rolla City Council did hold a public hearing(s); and

WHEREAS, based on the information received, including comments from the public, reports from city staff, the Rolla City Council did find that the requested action is in the best interest of the city:

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

SECTION 1: Chapter 20, Housing, is hereby amended by adding Article III Shelters, to read as follows:

ARTICLE III SHELTERS

Sec. 20.020 Overnight Shelter, Soup Kitchens, and Transitional Housing Uses

- A. Purpose. The following requirements for overnight shelters, soup kitchens, and transitional housing uses are intended to help mitigate the impacts of such uses.
- B. Definitions.
 1. "*Adequate Safety Plan*" means a written operations plan that has been submitted to and approved by the Chief of Police, Fire Chief, and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, intake procedures, and tracking outcomes, and an outreach plan for surrounding property owners and residents.
 2. "*Basic Building Safety Standards*" means the below-listed conditions are met:
 - a. The property or building is of sufficient size to accommodate the proposed number of residents and the on-site facilities required by this section.
 - b. Adequate provision shall be made for the provision of drinking water, disposal of human waste, disposal of garbage and other solid waste, and the provision of other services. Adequate access to fire and emergency medical apparatus shall be provided.
 - c. Adequate means of exiting the facility shall be provided including safe and unobstructed travel distances from portions of the shelter's sleeping area to egress doors.
 - d. The facility meets all current fire code provisions.
 - e. The portions of the building used for the shelter's purposes, including employee and staff areas and kitchens, are in compliance with the building code.
 - f. Adequate heating system in compliance with current building, mechanical, and fire codes.
 3. "*Domestic Violence Shelter*": Temporary residential facility with the primary purpose of housing survivors of domestic violence and/or sexual violence and their families or household members at no cost or at a charge that is less than the full cost of providing services; and/or as defined by the Missouri Coalition Against Domestic and Sexual Violence.

Domestic Violence Shelters are not subject to the rules of this Section due to the special nature of their use.

4. *“Overnight Shelter”* means a Shelter operated to provide overnight lodging, primarily to persons experiencing homelessness, which operates year-round, and is not a Domestic Violence Shelter.
5. *“Shelter”* means a facility, building, or property where overnight housing services are provided temporarily to persons impacted by temporary or chronic homelessness, at no cost or at a charge that is less than the full cost of providing the services, whether or not other related services are provided at the location. The definition of the word ‘shelter’ includes Severe Weather Shelters, and Overnight Shelters, but does not include any of the following:
 - a. Residential group homes;
 - b. Temporary lodging for families of patients, or patients themselves, of state-licensed health facilities within Phelps County;
 - c. University or educational institution residence halls;
 - d. Fraternity or sorority houses;
 - e. State and city licensed nursing homes and day care centers;
 - f. Foster homes licensed under Chapter 210, RSMo;
 - g. Hospitals, mental institutions, residential care facility or institution that is licensed by the State of Missouri under Chapters 197, 198, and 630, RSMo;
 - h. Emergency shelters related to relocation and are available during or after a fire or natural disaster for a limited duration;
 - i. Food pantries and distribution
 - j. Hotels, motels, boarding houses, and other similar forms of lodging.
 - k. Domestic violence shelters.
6. *“Severe Weather Event”* means one or more of the following:
 - a. A period of two or more days where temperatures are forecasted by the National Weather Service (National Oceanic and Atmospheric Administration) or actually reach 10 degrees Fahrenheit or below. This also includes wind chill temperatures when the National Weather Service forecasts wind chill temperatures below 10 degrees Fahrenheit; and/or
 - b. Snow accumulation exceeding or expected to exceed three inches in depth; and/or
 - c. Other conditions deemed severe enough to present a substantial threat to life or health. This includes but is not limited to, excessive heat, tornado, lightning, heavy rain.
 - d. Severe weather alerts/ warnings by reputable weather services or emergency providers; or
 - e. Flooding or flood alerts or warnings by the National Weather Service involving waters located in the City; or
 - f. Any other event when designated by the Mayor.
7. *“Severe Weather Shelter”* means a Shelter owned and/or operated by a not-for-profit organization, public agency or other charitable entity that is only open during Severe Weather Events.
8. *“Transitional housing”* means non-emergency temporary housing with supportive services for a length of stay of typically more than six months to individuals and families experiencing homelessness or transitioning into permanent housing from an overnight shelter, domestic violence shelter, drug/alcohol rehabilitation, or from incarceration with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional

housing includes multi-family or dormitory-style housing arrangements and does not include housing that meets the definition of a single-family dwelling or group home.

9. “*Soup kitchen*” means an establishment where meals are provided to a person or persons at no cost or at a charge that is less than the full cost of providing same and that the provision of such meals and related services is the principal service of the establishment, whether or not additional services are provided. A soup kitchen is differentiated from a restaurant or food service establishment by providing services for no cost or for less than the cost of providing the services and provision of related social services. A soup kitchen does not include the provision of an overnight shelter, temporarily or otherwise, however, a Soup Kitchen and a Shelter may share common facilities.

Sec 20.021 Rules for Severe Weather Shelters.

- A. No person shall operate a Severe Weather Shelter without first obtaining a permit issued by the City.
 1. Such permit shall be issued at no cost to the applicant.
 2. The permit will be valid for one year.
- B. Prior to receiving a permit, the applicant shall:
 1. Pass an inspection showing that the facility meets Basic Building Standards as defined here.
 2. Demonstrate that the facility has an adequate safety plan.
- C. Each Severe Weather Shelter shall record the name of each guest each day.
- D. A Severe Weather Shelter shall only be open 24 hours prior to the forecasted beginning of a Severe Weather Event until 24 hours after the end of the Severe Weather Event. A Severe Weather Shelter may not be used as a Shelter at any other time without special written permission from the City Administrator based upon an urgent temporary need.
- E. Each Severe Weather Shelter shall have and enforce a policy prohibiting the use of alcohol or illegal drugs on the premises.

Sec. 20.022 Rules for Overnight Shelters

- A. No person shall operate an Overnight Shelter without first obtaining a permit issued by the City.
 - a. Such permit shall be issued at no cost to the applicant.
 - b. The permit will be valid for one year.
- B. Prior to receiving a permit, the applicant shall:
 - a. Pass an inspection showing that the facility meets Basic Building Standards as defined herein.
 - b. Demonstrate that the facility has an Adequate Safety Plan.
- C. Duration of Stays in Overnight Shelters.
 - a. An Overnight Shelter shall not allow clients to remain in the Overnight Shelter for more than 14 hours at a time, not including time spent in job training classes or other counseling or instruction designed to enable the client to move into transitional or permanent housing. This rule shall not apply during Severe Weather Events.
 - b. No individual or family shall reside in an Overnight Shelter for more than thirty (30) days in any 12-month period without entering into case management to obtain housing. Clients shall not reside on the premises for more than six (6) months in any 12-month period unless extenuating circumstances are present and documented by the facility.

- D. A log of each person receiving temporary housing must be kept, including the person's name, last place of residence, and a photo of the person and/or their government-issued identification. Such logs are to be submitted to the Rolla Police Department upon request.
- E. Any facility providing overnight shelter services must be located a minimum of one thousand (1,000) feet from any other property operating an overnight shelter facility.
- F. Overnight shelters must be located a minimum of seven hundred-fifty (750) feet from any school, playground, or daycare, as measured from the closest point of the shelter facility to the closest point of such school, playground, or daycare. This rule shall not apply to Shelters providing facilities solely for women, children, and families.
- G. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
- H. Security cameras are required at a minimum to film any persons using the building entrances, exits and outdoor assembly areas. Such recordings shall be maintained for at least 72 hours and made available for law enforcement.
- I. Each operator of an overnight shelter shall be required to keep the outside property of the shelter free of trash, bottles, cigarette butts, and other litter by cleaning the outside areas at least once each day that the shelter is open. In addition, the operator shall pick up any trash, bottles, cigarette butts, or other litter found within one block of the Shelter which may reasonably be assumed to have been dropped by customers of the Shelter.
- J. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
- K. The operator of an Overnight Shelter must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide thirty (30) days to bring the operation into compliance (unless a life-safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the City Administrator is authorized to terminate the Permit. The operator may appeal the termination to the Board of Adjustment.

Sec. 20.023 Rules for Soup Kitchen Uses

- A. No person shall operate a soup kitchen without first obtaining a permit from the City.
 - 1. Such permit shall be issued at no cost to the applicant.
 - 2. The permit will be valid for one year.
- B. Prior to receiving a permit, the applicant shall:
 - 1. Pass a health inspection from the local health department.
 - 2. Have an Adequate Safety Plan.
- C. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
- D. Security cameras are required at a minimum to film any persons using the building entrances.
- E. The operator must provide adequate off-street parking for employees and volunteers.
- F. The operator of such a facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and allow 30 days to bring the operation into compliance. If the operator fails to correct the deficiencies, the director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.

Sec. 20.024 Rules for Transitional Housing Uses

1. Such facilities must be located a minimum of five hundred (500) feet from another transitional housing facility located on a separate property.

Sec. 20.025 Penalties

- A. The City Administrator may revoke the operating permit of any Severe Weather Shelter, Overnight Shelter, or Soup Kitchen for violation of any of the requirements of this Article. Any aggrieved operator may appeal this decision to the Board of Adjustment by filing a written request for a hearing within 10 business days following notice of the revocation.
- B. Any operator who has had a permit revoked under this Article may not reapply for a new permit within 6 months of the date of revocation.
- C. Any person operating a Severe Weather Shelter, Overnight Shelter, or Soup Kitchen, without a permit shall be guilty of an ordinance violation.
- D. The City Counselor is authorized to seek an injunction or other civil remedy to enforce the provisions of this Article.

SECTION 2: Chapter 42, Article II, Zoning Districts, Section 42-203, Zoning Use Definitions is hereby amended to remove the following definitions from the section:

Domestic Violence Shelter, Overnight Shelter, Soup Kitchen, Transitional Housing

SECTION 3: Chapter 42, Article II, Zoning Districts is hereby amended to add Section 42-209, Shelters, Soup Kitchens, and Transitional Housing and read as follows:

42.209 Shelters, Soup Kitchens, and Transitional Housing.

- A. Definitions. The words in this Article shall have the same definitions as provided in Section 20.020 of this Code.
- B. Severe Weather Shelters. Severe Weather Shelters shall be permitted in all districts when properly permitted and operating within the rules of such a permit.
- C. Overnight Shelters.
 1. Overnight Shelters shall be permitted in the following districts when properly permitted and operating within the rules of such a permit:
 - a. R-3, Multi-Family Residential District
 - b. R-4, Urban Multi-Family District
 2. Overnight Shelters shall be allowed as a conditional use in the following districts:
 - a. C-C, Center-City Commercial District
 - b. M, Manufacturing District
- D. Soup Kitchens
 1. Soup Kitchens shall be a permitted use in the C-2, General Commercial District.
 2. Soup Kitchens shall be allowed as a conditional use in the following districts:
 - a. C-C, Center-City Commercial District
 - b. M, Manufacturing District
- E. Transitional Housing. Transitional Housing shall be allowed in any residential district provided that the housing otherwise conforms with the requirements of permitted uses in that district. To assure the aims of transitional housing are met, no transitional housing facility may be located within 500 feet of another transitional housing facility not located on the same lot.

SECTION 4: Chapter 42, Article II, Zoning Districts, Section 42-211, R-1, Suburban Residential District; and Section 42-212, R-2, One and Two-family Residential District; and Section 42-213, U-R, Urban-Residential District are hereby amended to add Transitional Housing and Severe Weather Shelter as permitted “by right” uses.

SECTION 5: Chapter 42, Article II, Zoning Districts, Section 42-214, R-3, Multi-family Residential District; and Section 42-215, R-4, Urban Multi-family Residential District are hereby amended to add Overnight Shelters, Transitional Housing, and Severe Weather Shelter as permitted “by right” uses; and remove Transitional Housing and Overnight Shelters as uses permitted by Conditional Use Permit.

SECTION 6: Chapter 42, Article II, Zoning Districts, Section 42-221, C-1, Neighborhood Commercial District; and Section 42-224, Manufacturing District are hereby amended to add Severe Weather Shelter as a permitted “by right” use.

SECTION 7: Chapter 42, Article II, Zoning Districts, Section 42-222, C-2, General Commercial District is hereby amended to add Soup Kitchens and Severe Weather Shelter as permitted “by right” uses; and remove Soup Kitchens as a use permitted by Conditional Use Permit.

SECTION 8: Chapter 42, Article II, Zoning Districts, Section 42-223, C-C, Center-City Commercial District is hereby amended to add Severe Weather Shelter as permitted “by right” uses; and add Overnight Shelters as a use permitted by Conditional Use Permit; and remove Transitional Housing as a use permitted by Conditional Use Permit.

SECTION 9: Chapter 42, Article II, Zoning Districts, Section 42-224, M, Manufacturing District is hereby amended to add Severe Weather Shelter as permitted “by right” uses; and add Soup Kitchens as a use permitted by Conditional Use Permit.

SECTION 10: Chapter 42, Article IV, Special Regulations, Section 42-457 Overnight Shelter, Soup Kitchens, and Transitional Housing Uses and related sub-sections are hereby repealed.

SECTION 11: Chapter 42, Article VII, Appendix, Section 42-710 Zoning Use Table is hereby amended as necessary to reflect the amendments to the uses in zoning districts.

SECTION 12: The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 13: This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF JULY 2024.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

Sec 42.203 Zoning Use Definitions

The following definitions apply for land uses in this section and chapter. The Community Development Director is empowered to determine how particular uses of land are classified. The Board of Adjustment may hear and decide Appeals to determine if a definition is intended to be applied to a particular use of property.

~~*Domestic Violence Shelter:* Temporary residential facility with the primary purpose of housing survivors of domestic violence and/or sexual violence and their families or household members at no cost or at a charge that is less than the full cost of providing services; and/or as defined by the Missouri Coalition Against Domestic and Sexual Violence. A domestic violence shelter is a form of an overnight shelter which is subject to different operational requirements due to the special nature of the use.~~

~~*Overnight Shelter:* A facility, building, or property where overnight housing services are provided temporarily to persons impacted by temporary or chronic homelessness, at no cost or at a charge that is less than the full cost of providing the services, whether or not other related services are provided at the location. Such use shall not include any of the following:~~

- ~~(a) Residential group homes;~~
- ~~(b) Temporary lodging for families of patients, or patients themselves, of state licensed health facilities within Phelps County;~~
- ~~(c) University or educational institution residence halls;~~
- ~~(d) Fraternity or sorority houses;~~
- ~~(e) State and city licensed nursing homes and day care centers;~~
- ~~(f) Foster homes licensed under Chapter 210, RSMo;~~
- ~~(g) Hospitals, mental institutions, residential care facility or institution that is licensed by the State of Missouri under Chapters 197, 198, and 630, RSMo.;~~
- ~~(h) Emergency shelters related to relocation and are available during or after a fire or natural disaster for a limited duration;~~
- ~~(i) Food pantries and distribution~~
- ~~(j) Hotels, motels, boarding houses, and other similar forms of lodging~~

~~*Soup kitchen:* An establishment where meals are provided to a person or persons at no cost or at a charge that is less than the full cost of providing same and that the provision of such meals and related services is the principal service of the establishment, whether or not additional services are provided. A soup kitchen is differentiated from a restaurant or food service establishment by providing services for no cost or for less than the cost of providing the services and provision of related social services. A soup kitchen does not include the provision of an overnight shelter, temporarily or otherwise.~~

~~*Transitional housing:* Non-emergency temporary housing with supportive services for a length of stay of typically more than six months to individuals and families experiencing homelessness or transitioning into permanent housing from an overnight shelter, domestic violence shelter, drug/alcohol rehabilitation, or from incarceration with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing includes multi-family or dormitory style housing arrangements and does not include housing which meets the definition of a single-family dwelling or group home.~~

Sec 42.204 – 42.208 ~~42.209~~ Reserved

42.209 Shelters, Soup Kitchens, and Transitional Housing.

- A. Definitions. The words in this Article shall have the same definitions as provided in Section 20.020 of this Code.
- B. Severe Weather Shelters. Severe Weather Shelters shall be permitted in all districts when properly permitted and operating within the rules of such a permit.
- C. Overnight Shelters.
 - 1. Overnight Shelters shall be permitted in the following districts when properly permitted and operating within the rules of such a permit:
 - a. R-3, Multi-Family Residential District
 - b. R-4, Urban Multi-Family District
 - 2. Overnight Shelters shall be allowed as a conditional use in the following districts:
 - a. C-C, Center-City Commercial District
 - b. M, Manufacturing District
- D. Soup Kitchens
 - 1. Soup Kitchens shall be a permitted use in the C-2, General Commercial District.
 - 2. Soup Kitchens shall be allowed as a conditional use in the following districts:
 - a. C-C, Center-City Commercial District
 - b. M, Manufacturing District
- E. Transitional Housing. Transitional Housing shall be allowed in any residential district provided that the housing otherwise conforms with the requirements of permitted uses in that district. To assure the aims of transitional housing are met, no transitional housing facility may be located within 450 feet of another transitional housing facility not located on the same lot.

Sec 42.211 R-1, Suburban Residential District

- 1. The following uses are permitted “by-right” in the R-1, Suburban Residential District:
 - a. Single-family detached dwellings
 - b. Churches and other places of worship on lots less than one acre in size
 - c. Residential group homes
 - d. Family child care homes
 - e. Adult day care home
 - f. Community Center
 - g. Transitional Housing
 - h. Severe Weather Shelter

Sec 42.212 R-2, One and Two-family Residential District

- 1. The following uses are permitted “by-right” in the R-2, One and Two-family Residential District:
 - a. Detached Single-family Dwellings
 - b. Two-family (Duplex) dwellings
 - c. Churches and other places of worship
 - d. Residential group homes
 - e. Family child care homes
 - f. Adult day care home
 - g. Community Center
 - h. Transitional Housing
 - i. Severe Weather Shelter

Sec 42.213 U-R, Urban-Residential District

1. The following uses are permitted “by-right” in the U-R, Urban-Residential District:
 - a. Detached Single-family Dwellings
 - b. Two-family (Duplex) dwellings
 - c. Townhouses
 - d. Multi-family dwelling, up to four (4) units per lot
 - e. Churches and other places of worship
 - f. Residential group homes
 - g. Family child care homes
 - h. Adult day care home
 - i. Community Center
 - j. Civic and Social Organizations (no on-site alcohol sales)
 - k. Transitional Housing
 - l. Severe Weather Shelter

Sec 42.214 R-3, Multi-family Residential District

1. The following uses are permitted “by-right” in the R-3, Multi-family Residential District:
 - a. Detached Single-family Dwellings
 - b. Two-family (Duplex) dwellings
 - c. Townhouses
 - d. Rooming/Boarding Houses
 - e. Multi-Family up to twenty-six (26) units per acre
 - f. Churches and other places of worship
 - g. Community Center
 - h. Residential group homes
 - i. Family child care homes
 - j. Adult day care home
 - k. Fraternity/sorority houses
 - l. Child care centers
 - m. Parking lots and Garages
 - n. Civic and Social Organizations (no on-site alcohol sales)
 - o. Nursing Homes
 - p. Overnight Shelters
 - q. Transitional Housing
 - r. Severe Weather Shelter

2. The following uses are permitted with approval of a Conditional Use Permit in the R-3, Multi-family Residential District:
 - a. Commercial Use if demonstrated to be compatible with the surrounding area
 - b. Mixed-residential Use
 - c. Civic and Social Organizations (with on-site alcohol sales)
 - d. Manufactured Home Park
 - e. ~~Transitional Housing~~
 - f. ~~Overnight Shelters~~

Sec 42.215 R-4, Urban Multi-family District

1. The following uses are permitted “by-right” in the R-4, Urban Multi-family District:
 - a. Detached Single-family Dwellings
 - b. Two-family (Duplex) dwellings
 - c. Townhouses
 - d. Rooming/Boarding Houses
 - e. Multi-Family (no maximum density)
 - f. Churches and other places of worship
 - g. Community Center
 - h. Residential group homes
 - i. Family child care homes
 - j. Adult day care home
 - k. Fraternity/sorority houses
 - l. Child care centers
 - m. Parking lots and Garages
 - n. Mixed-residential Use with up to 10,000 total square feet of Commercial Use
 - o. Civic and Social Organizations
 - p. Overnight Shelters
 - q. Transitional Housing
 - r. Severe Weather Shelter

2. The following uses are permitted with approval of a Conditional Use Permit in the R-4, Urban Multi-family District:
 - a. Commercial Use if demonstrated to be compatible with the surrounding area
 - b. Seasonal Sales
 - c. ~~Transitional Housing~~
 - d. ~~Overnight Shelters~~

Sec 42.221 C-1, Neighborhood Commercial District

1. The following uses are permitted “by-right” in the C-1, Neighborhood Commercial District:
 - a. Child care centers.
 - b. Churches and other places of worship.
 - c. Commercial Use up to 12,000 square feet
 - d. Mixed-residential Use up to two (2) units per lot
 - e. Severe Weather Shelter

2. The following uses are permitted with approval of a Conditional Use Permit in the C-1, Neighborhood Commercial District:
 - a. Commercial Uses over 12,000 square feet
 - b. Seasonal Sales
 - c. Temporary Use
 - d. Mixed-residential Use with more than two (2) units

Sec 42.222 C-2, General Commercial District

1. The following uses are permitted “by-right” in the C-2, General Commercial District:
 - a. Commercial Use
 - b. Industrial Use up to 15,000 square feet and conducted within a building
 - c. Churches and other places of worship
 - d. Seasonal Sales
 - e. Temporary Use
 - f. Mixed-residential Use up to two units per lot
 - g. Marijuana Dispensary Facility
 - h. Parking Lots and Garages
 - i. Sexually-oriented Business as permitted by Section 42.423
 - j. Severe Weather Shelter
 - k. Soup Kitchens

2. The following uses are permitted with approval of a Conditional Use Permit in the C-2, General Commercial District:
 - a. All other Industrial Uses, if the scale and intensity can be demonstrated to be compatible with surrounding uses
 - b. Marijuana Testing Facility
 - c. Marijuana-Infused Products Facility
 - d. Multi-family up to twenty-six (26) units per acre
 - e. Mixed-residential Use (more than two (2) units per lot)
 - f. ~~Soup Kitchens~~
 - g. Amusement and Recreation Use
 - h. Any other use not listed in any district

Sec 42.223 C-C, Center-City Commercial District

1. The following uses are permitted “by-right” in the C-C, Center-City Commercial District:
 - a. Commercial Use
 - b. Marijuana Dispensary Facility.
 - c. Churches and religious institutions
 - d. Townhouses
 - e. Detached Single-family Dwelling
 - f. Two-family (Duplex) Dwelling
 - g. Mixed-residential Use
 - h. Parking Lots and Garages
 - i. Severe Weather Shelter

2. The following uses are permitted with approval of a Conditional Use Permit in the C-C, Center-City Commercial District:
 - a. Industrial or Outdoor Use, if the scale and intensity can be demonstrated to be compatible with surrounding uses and conducted within a building
 - b. Multi-family
 - c. Fraternity/Sorority House
 - d. Temporary Use
 - e. Marijuana Testing Facility
 - f. Marijuana Infused Products Facility
 - g. ~~Transitional Housing~~
 - h. Overnight Shelters
 - i. Soup Kitchens

Sec 42.224 M, Manufacturing District

1. The following uses are permitted “by-right” in the M, Manufacturing District:
 - a. Industrial Uses
 - b. Commercial Uses
 - c. Marijuana Cultivation Facility.
 - d. Marijuana-Infused Products Facility.
 - e. Marijuana Testing Facility
 - f. Temporary Use
 - g. Parking Lots and Garages
 - h. Sexually-oriented Business as permitted by Section 42.423
 - i. Severe Weather Shelter

2. The following uses are permitted with approval of a Conditional Use Permit in the M, Manufacturing District:
 - a. Overnight Shelters
 - b. Soup Kitchens

~~Sec. 42.457 Overnight Shelter, Soup Kitchens, and Transitional Housing Uses~~

~~The following requirements for overnight shelters, soup kitchens, and transitional housing uses are intended to help mitigate the impacts of such uses.~~

~~Sec. 42.457.1 Overnight Shelter Uses~~

~~These Overnight Shelter requirements are intended to help mitigate the impacts of an overnight shelter use on public safety services and surrounding properties. Such facilities should generally be located such that clients will have access to jobs, counseling, and other resources for assistance. Any Overnight Shelter use, except shelters which meet the definition of a domestic violence shelter, must adhere to the following requirements:~~

- ~~1. No individual or family shall reside in an overnight shelter for more than thirty (30) days without entering into case management to obtain housing. Clients shall not reside on the premises for more than six (6) months unless extenuating circumstances are present and documented by the facility.~~
- ~~2. A written operations plan must be submitted and approved by the Chief of Police and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, intake procedures and tracking outcomes, and an outreach plan for surrounding property owners and residents.~~
- ~~3. A log of each person receiving temporary housing must be kept, including the person’s name, last place of residence, and a photo of the person and/or their government issued identification. Such logs are to be submitted to the Rolla Police Department upon request.~~
- ~~4. The operator must conduct a background check on the MO Sex Offender Registry and MO Casenet before any person may reside at the property overnight.~~
- ~~5. Any facility providing overnight shelter services must be located a minimum of one thousand (1,000) feet from any other property operating an overnight shelter facility.~~
- ~~6. Overnight shelters must be located a minimum of seven hundred fifty (750) feet from any school, playground, or daycare, as measured from the closest point of the shelter facility to the closest point of such school, playground, or daycare.~~
- ~~7. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.~~
- ~~8. Security cameras are required at a minimum to film any persons using the building entrances, exits and outdoor assembly areas. Such recordings shall be maintained for at least 72 hours and made available for law enforcement if a crime is alleged or committed.~~

9. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
10. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide thirty (30) days to bring the operation into compliance (unless a life safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the Community Development Director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.
11. An initial inspection fee of \$300 must be submitted prior to commencing operations and an annual inspection fee of \$100 must be submitted annually thereafter.

Sec. 42.457.2 Domestic Violence Shelter Uses

These Domestic Violence Shelter requirements are intended to help mitigate the impacts of a domestic violence shelter use on public safety services and surrounding properties. Any overnight shelter which meets the definition of a domestic violence shelter use must adhere to the standards established by the Missouri Coalition Against Domestic and Sexual Violence and any other state or federal requirements, or must meet the following requirements:

1. No individual or family shall reside in an overnight shelter for more than 30 days without entering into case management to obtain housing. Clients shall not reside on the premises for more than six (6) months unless extenuating circumstances are present and documented by the facility.
2. Prior to commencing operation, the operator must submit the following to the Chief of Police and Fire Chief: contact information for key staff, floorplan, and occupancy policies.
3. The operator must conduct a background check on the MO Sex Offender Registry and MO Casenet before any person may reside at the property overnight.
4. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
5. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
6. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide thirty (30) days to bring the operation into compliance (unless a life safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the Community Development Director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.
7. Such shelters are required to maintain confidentiality for their residents.
8. An initial inspection fee of \$300 must be submitted prior to commencing operations and an annual inspection fee of \$100 must be submitted annually thereafter.

Sec. 42.457.3 Soup Kitchen Uses

These Soup Kitchen Use requirements are intended to help mitigate the impacts of a soup kitchen use. Such facilities should generally be located such that clients will have easy access by transit or walking. Any Soup Kitchen Use use must adhere to the following requirements:

1. A written operations plan must be submitted and approved by the Chief of Police and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, and outreach plan for surrounding property owners and residents.
2. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
3. Security cameras are required at a minimum to film any persons using the building entrances.
4. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
5. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and allow 30 days to bring the operation into compliance. If the operator fails to correct the deficiencies, the director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.

Sec. 42.457.4 Transitional Housing Uses

Such facilities must be located a minimum of five hundred (500) feet from another transitional housing facility located on a separate property.

Sec 42.710 Zoning Use Table

The following table is for reference only. Any errors, omission, or conflicts will be interpreted by deferring to the text of the zoning code.

P – Permitted C – Conditional Use X – Not Permitted * - w/ restrictions
 - (Commercial Use)

	R-1	R-2	U-R	R-3	R-4	C-1	C-2	C-C	M
Residential Uses									
Detached Single-family Dwelling	P	P	P	P	P	X	X	P	X
Residential Group Home	P	P	P	P	P	X	X	X	X
Modular Home	P	P	P	P	P	X	X	X	X
Mobile Home	X	X	X	X	X	X	X	X	X
Manufactured Home	X	X	X	X*	X	X	X	X	X
Residential-design Manufactured Home	P	P	P	P	P	X	X	P	X
Manufactured Home Park	X	X	X	C	X	X	X	X	X
Two-family (Duplex) Dwelling	X	P	P	P	P	X	X	P	X
Townhouse	X	C	P	P	P	X	X	P	X
Multi-family	X	X	P*	P*	P	X	C*	C	X
Overnight Shelter	X	X	X	P	P	X	X	C	C
Transitional Housing	P	P	P	P	P	X	X	X	X
Severe Weather Shelters	P	P	P	P	P	P	P	P	P
Fraternity/Sorority House	X	C	X	P	P	X	X	C	X
Rooming and Boarding Houses	X	X	X	P	P	X	X	X	X
Family Child Care Home	P	P	P	P	P	X	X	X	X
Adult Day Care Home	P	P	P	P	P	X	X	X	X
Community Center	P	P	P	P	P	-	-	-	-
Nursing Home	C	C	X	P	X	-	-	-	-
Mixed-residential Use	X	X	C*	C	P*	P*	P*	P	X
	R-1	R-2	U-R	R-3	R-4	C-1	C-2	C-C	M
Commercial Uses									
Commercial Use	X	X	C*	C	C	P*	P	P	P
Industrial Use	X	X	X	X	X	X	P*	C	P
Agriculture Business Use	C	X	X	X	X	-	-	-	-
Amusement and Recreation Use	X	X	X	X	X	X	C	X	X
Civic and Social Organizations	X	X	P*	P*	P	-	-	-	-
Child Care Center	X	X	X	P	P	P	P	P	P
Churches and Places of Worship	P*	P	P	P	P	P	P	P	X
Marijuana Dispensary	X	X	X	X	X	X	P	P	X
Marijuana Testing Facility	X	X	X	X	X	X	C	C	P
Marijuana-infused Products Facility	X	X	X	X	X	X	X	C	P
Marijuana Cultivation Facility	X	X	X	X	X	X	X	X	P
Mixed-residential Use	X	X	C*	C	P*	P*	P*	P	X
Medical Use	C	C	C	C	C	-	-	-	-
Parking Lots and Garages	X	X	X	P	P	X	P	P	P
Seasonal Sales	X	X	X	X	C	C	P	P	P
Sexually-oriented Business	X	X	X	X	X	X	P*	P*	P*
Soup Kitchen	X	X	X	X	X	X	P	C	C
Temporary Use	C	X	X	X	X	C	P	C	P



LAUBER MUNICIPAL LAW

Serving those who serve the public

MEMO

To: Members of the Planning and Zoning Commission

From: Nathan Nickolaus, City Attorney

Re: Proposed Changes to Homeless Shelter Ordinance

Why the Change?

The original homeless shelter ordinance was written as part of the zoning code. The purpose of a zoning code is to regulate where certain activities can take place (*F.W. Disposal S., LLC v. St. Louis Cty.*, 168 S.W.3d 607, 613 (Mo. App. E.D. 2005) holding that the primary purpose of zoning is to regulate the development of real estate.). Zoning ordinances can, and often do regulate how a particular activity takes place, but it is generally an awkward way to do that. Zoning is generally a one-time thing. Once a property is zoned, the owner does not need to regularly check in to see if his use of the property is still okay. Nor do zoning codes generally, including Rolla's, have a mechanism to monitor how some activity is being carried out. Finally, if a property owner violates the zoning code, the only remedy is to revoke the zoning (conditional use permit) which is a lengthy and difficult process that requires public hearings and city council approval.

The alternative is to regulate activity through a licensing process. For example, Rolla currently regulates massage therapists. These licensees have to follow certain rules, and if they violate the rules, their license is simply revoked. The person is entitled to a hearing, but it is much simpler than revoking a conditional use permit.

How the Ordinance Works.

The ordinance creates four different kinds of homeless facilities, severe weather shelters, overnight shelters, soup kitchens, and transitional housing¹. Dividing the term "homeless shelter" into these different groupings allows the city to more effectively target the needs of each.

¹ A fifth class would be Domestic Violence Shelters, which are exempted from these rules because they have minimal impacts on the surrounding community.

Severe Weather Shelters.

These are not permanent facilities. Rather they are stood up when weather conditions or other emergencies require them. Since they are not permanent and of short duration, they have the fewest requirements. Prior to coming into use, they have to pass an inspection showing that they meet the basic requirements and an adequate safety plan (see below). It is assumed that clients will stay in the shelter for the duration of the event. Severe Weather Shelters simply maintain a list of who is being sheltered. There is no limit as to where Severe Weather Shelters may be located in relation to other facilities. Staff recommends that they be permitted use in all zones.

Overnight Shelters.

These are what are most commonly thought of as ‘homeless shelters.’ They are more or less permanent but require an annual license. Like Severe Weather Shelters, they must meet the basic requirements and have an adequate safety plan. Clients are not allowed to stay in the shelter for more than 14 hours at a time. This is to distinguish them from hotels or apartments and to give the staff a chance to clean and restock. In addition, if a person stays in the shelter for more than 30 days, the shelter must develop a plan for the person to transition from homelessness to some sort of permanent living arrangement. Overnight shelters must not only maintain a list of who is being sheltered but also additional specific information about the client. This information is available to the police.

Overnight Shelters cannot be located within 1000 feet of another overnight shelter. This is to spread them out and thereby minimize their impact at a particular location. Overnight shelters must be located a minimum of seven hundred-fifty (750) feet from any school, playground, or daycare, as measured from the closest point of the shelter facility to the closest point of such school, playground, or daycare. This rule doesn’t apply to Shelters providing facilities solely for women, children, and families.

Overnight Shelters must keep their property free of trash, litter, and cigarette butts. In addition, they must make efforts to clean up trash within one block of their facilities.

Overnight Shelters are required to have parking for their staff, but not their clients.

The City Staff is permitted to inspect Overnight Shelters at any reasonable time.

Soup Kitchens.

Soup Kitchens present issues very different from Shelters because they do not have residents. This means that fire and safety concerns are less. Nevertheless, Soup Kitchens must have an annual permit and a safety plan. They must pass a health inspection. The City Administrator is authorized to impose additional requirements to minimize any impacts on the surrounding community.

Transitional Housing

Clients in transitional housing are treated just like any other apartment dweller. Although they may have free or subsidized housing, there is no staff living with them.

What Are the Basic Requirements and Safety Plans?

Basic Requirements.

The Basic Requirements apply to Severe Weather and Overnight Shelters. These requirements pertain to having adequate size to accommodate clients, basic sanitation such as restrooms, fire safety, and building codes. These are intended to make sure that the residents are safe.

Safety Plans.

Safety Plans are required for Severe Weather and Overnight Shelters as well as Soup Kitchens. The safety plan is worked out by agreement between the operator and the city staff, particularly fire, code enforcement, and police. The police portion is intended to reduce crime both inside and outside of the facility. Fire and building code provisions are obviously focused on life safety issues.

Zoning.

A key component of this ordinance is that every type of shelter is allowed as a permitted use in at least one zone.

Severe Weather Shelters are permitted in all zones.

Overnight Shelters are permitted in the R-3, Multi-Family Residential District and the R-4, Urban Multi-Family District. They are also allowed as a conditional use in the C-C, Center-City Commercial District, and the M, Manufacturing District.

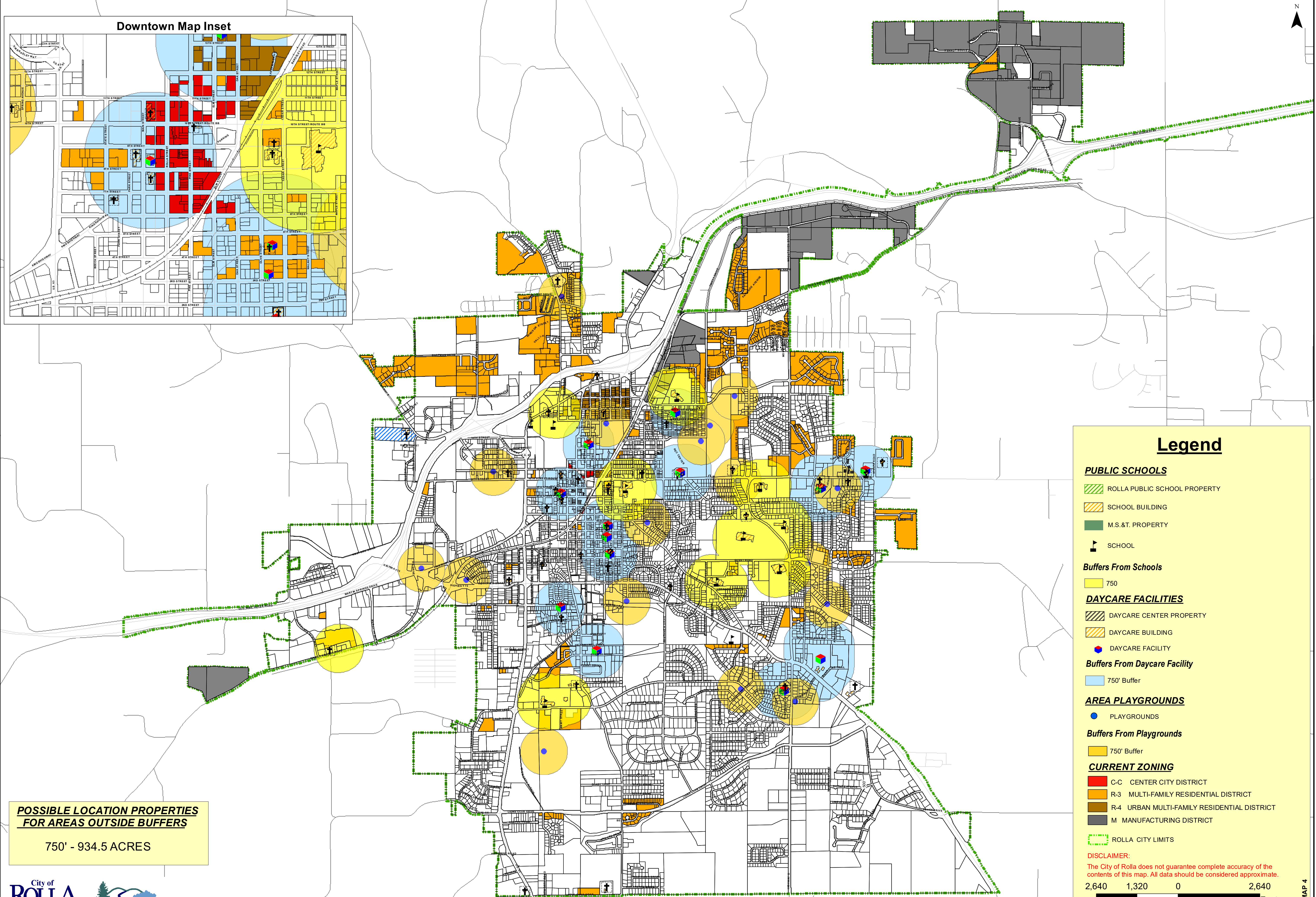
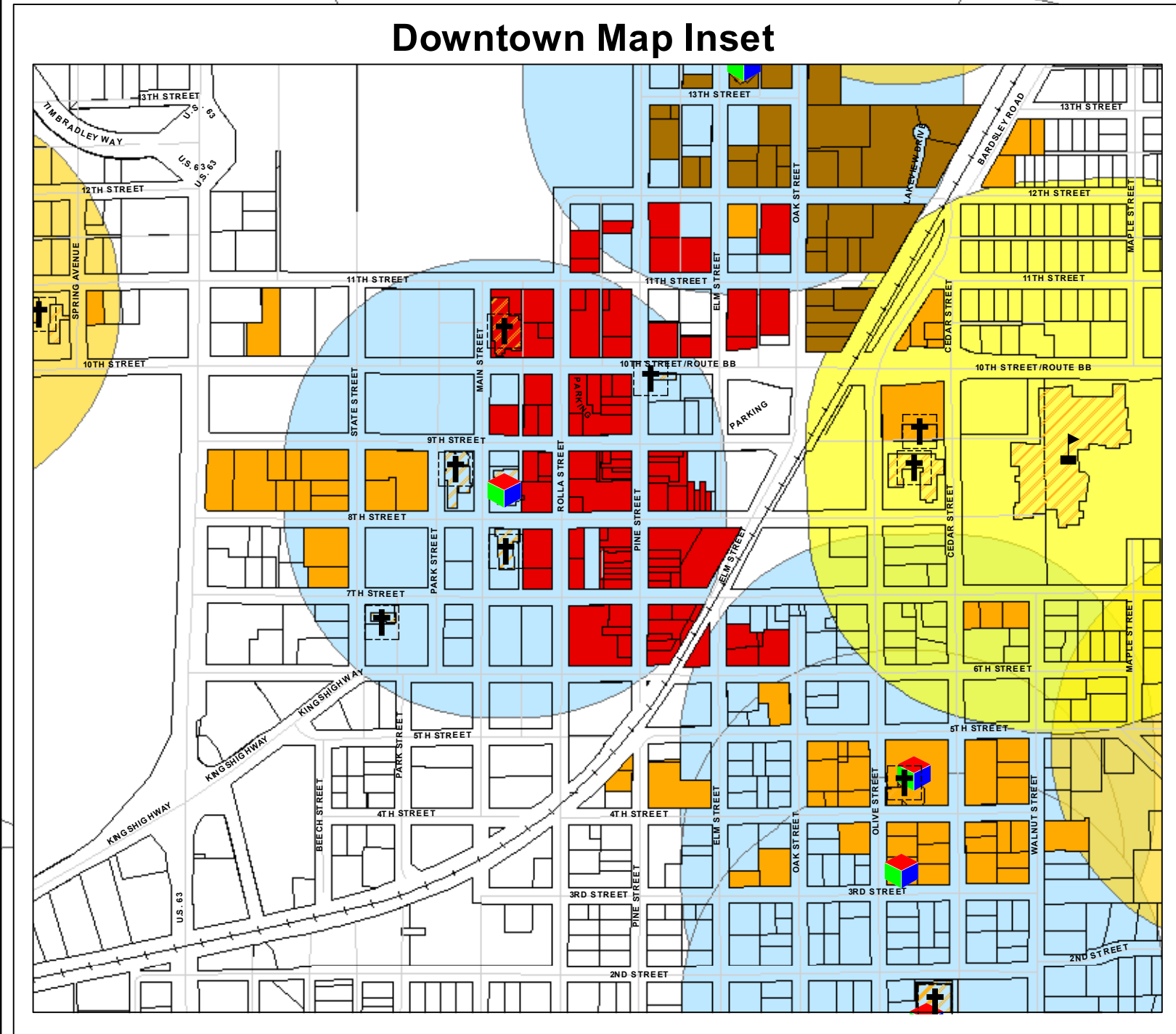
Soup Kitchens are a permitted use in the C-2 district and a conditional use in the C-C, Center-City Commercial District.

Transitional Housing is permitted wherever their particular type of housing is permitted. For example, if it is an apartment, then in multi-family zones.

Conclusion

I am attaching an article on the impact of homeless shelters on the surrounding community that I would like to add to the record. Please feel free to contact me if you have any additional questions.

Overnight Shelter Buffers w/Current Zoning



POSSIBLE LOCATION PROPERTIES FOR AREAS OUTSIDE BUFFERS
750' - 934.5 ACRES

Legend

PUBLIC SCHOOLS

- ROLLA PUBLIC SCHOOL PROPERTY
- SCHOOL BUILDING
- M.S.&T. PROPERTY
- SCHOOL

Buffers From Schools

- 750'

DAYCARE FACILITIES

- DAYCARE CENTER PROPERTY
- DAYCARE BUILDING
- DAYCARE FACILITY

Buffers From Daycare Facility

- 750' Buffer

AREA PLAYGROUNDS

- PLAYGROUNDS

Buffers From Playgrounds

- 750' Buffer

CURRENT ZONING

- C-C CENTER CITY DISTRICT
- R-3 MULTI-FAMILY RESIDENTIAL DISTRICT
- R-4 URBAN MULTI-FAMILY RESIDENTIAL DISTRICT
- M MANUFACTURING DISTRICT
- ROLLA CITY LIMITS

DISCLAIMER:
The City of Rolla does not guarantee complete accuracy of the contents of this map. All data should be considered approximate.

2,640 1,320 0 2,640 Feet

6/12/2024



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/1st Reading

SUBJECT: Street Name Change: Renaming a portion of Old Saint James Rd from 18th Street to the city limits/Quarry Rd/County Rd 3030

(STR24-01)

MEETING DATE: June 17, 2024

Application and Notice:

Applicant - City of Rolla
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

The subject road has been known as Old Saint James Rd for many years. Official E-911 addressing refers to the road as Old Saint James Rd. Inside the city limits addressing is controlled by the Public Works Department. However, a portion of the road is adjacent to properties which are not within the city limits. Phelps County addresses properties that are not within a city. The county relies on road names that have been officially adopted by ordinance, or the adopted county road names.

An adjacent property owner who is not within the city limits has sought to address the property from Old Saint James Rd, rather than County Rd 3060, to be more consistent with the addressing in the area. The county discovered that there was never any ordinance to officially rename Old Saint James Rd from County Rd 3060, and so has refused to issue the address until such ordinance has been approved.

Discussion:

The subject roadway includes properties that are both inside the city limits and properties that are outside the city limits. The result is addressing that changes depending on which side of the street a property is located and where it is located.

The ordinance would allow for the possibility that new construction would be addressed with Rolla addresses and could allow for the county to re-address existing properties for consistency.

Prepared by: Tom Coots, City Planner

Attachments: Area Map, Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE NAME OF A PORTION OF OLD SAINT JAMES ROAD/COUNTY ROAD 3060 BETWEEN 18TH STREET AND THE CITY LIMITS/QUARRY RD/COUNTY ROAD 3030

(STR24-01)

WHEREAS, the street name change is needed due to modification which have been made to the street network in the vicinity; and

WHEREAS, the City of Rolla City Council met on May 6, 2024 and through the passage of Resolution 2033, found it necessary to change the name of said section of Old Saint James Rd and directed that, in accordance with Missouri Revised Statutes, the notice be advertised in a local newspaper; and

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

WHEREAS, a period of four weeks from the date of publication of the notice was provided to allow for any affected property owners to file a written petition to protest the street name change; and

WHEREAS, no written petition to protest the street name change has been received, and;

WHEREAS, after such notice has been provided and no written petition has been received after four weeks from the date of publication of said notice, the City Council of Rolla shall have the power by ordinance to change said street name and that, once approved, the City Clerk shall file said ordinance with the Phelps County Recorder of Deeds.

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

SECTION 1: That after consideration, the City Council approved the request to officially name/change that section of Old Saint James Rd/County Road 3060 between 18th Street and approximately Quarry Rd/County Road 3030, to the city limits.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF JULY, 2024.

APPROVED:

Mayor

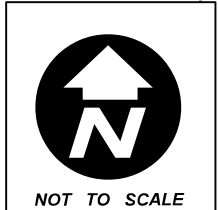
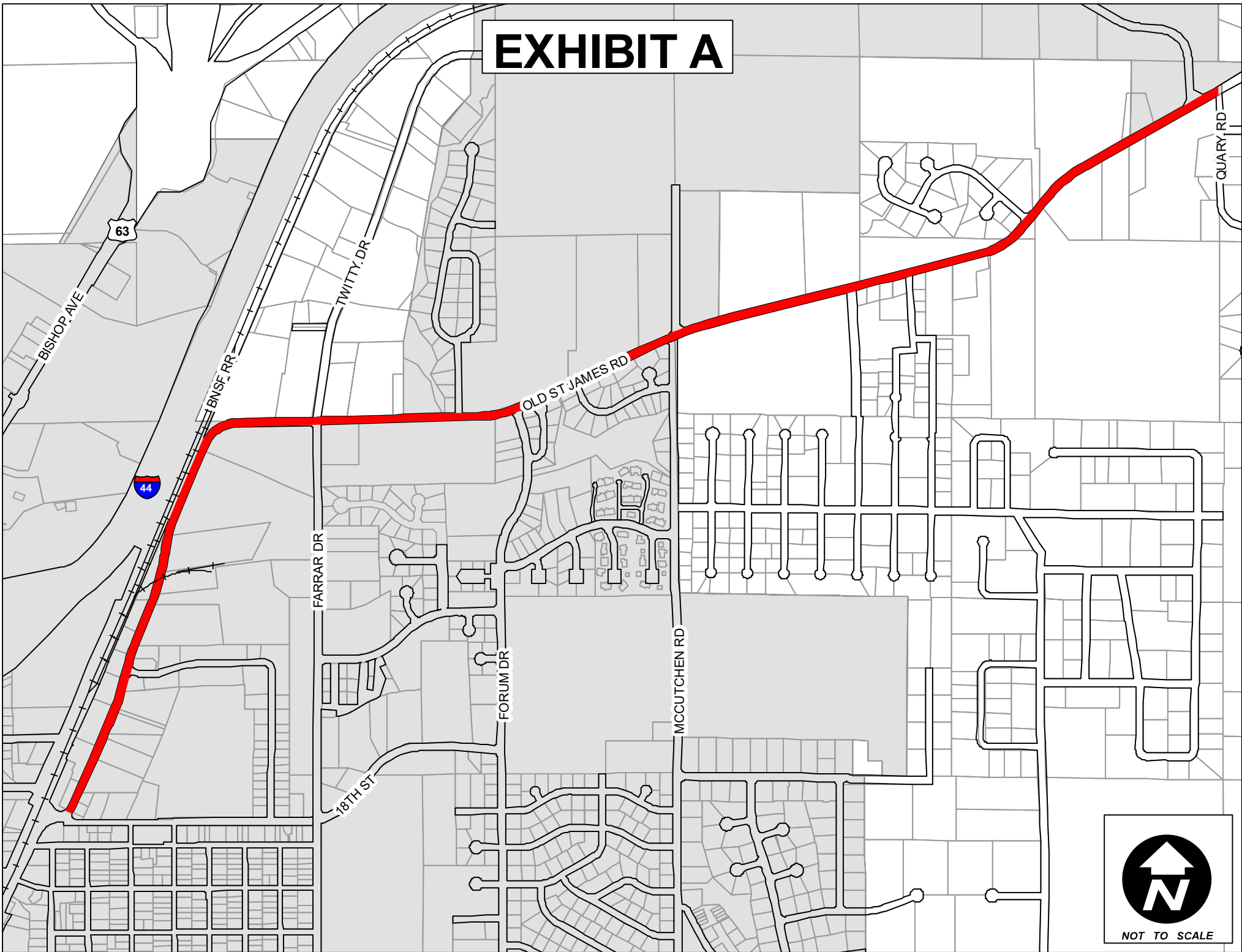
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

EXHIBIT A



NOT TO SCALE

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 1320 Independence Rd from the C-2, General Commercial district to the R-1, Suburban Residential district

(ZON24-01)

MEETING DATE: June 17, 2024

Application and Notice:

Applicant/Owner - Ronald and Ainagul Durbin

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

Background:

The applicant has purchased the subject with the intent of building a single-family dwelling on the property. Although the applicant only seeks to build a single-family dwelling, the request was advertised, with the applicants' permission, to allow for the R-3, Multi-family district to be considered. R-1, Suburban Residential zoning would be adequate for their plans, however, the location may not be appropriate for R-1 zoning.

The subject property is located between commercial properties, in an area of commercial zoning. However, there are large areas of multi-family developments and zoning in the vicinity. Although a single-family house may not be the most ideal use for the property, single-family uses are allowed in R-3 zoning.

Property Details:

Current zoning - C-2, General Commercial; advertised to be rezoned to R-3, Multi-family (R-1 recommended by the Planning and Zoning Commission)

Current use - Undeveloped

Proposed use - Residential

Land area - 0.73 acres (~31,800 SF)

Public Facilities/Improvements:

Streets - The subject property has frontage on Independence Rd, a local street.

Sidewalks - There are no sidewalks located adjacent to the property or in the vicinity. A sidewalk would likely not be required to be constructed at this time.

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

Comprehensive Plan:

The Comprehensive Plan designates the property as being appropriate for Neighborhood Commercial uses. The plan indicates that some housing can be appropriate for neighborhood commercial areas.

Discussion:

The subject property is located in a commercial area, however, with multi-family uses nearby. Multi-family uses can be appropriate within and adjacent to commercial areas. Although the applicant only plans to build a single-family dwelling that would generally require R-1 zoning, R-3 zoning may be more appropriate in this location.

R-1 zoning could be viewed as “spot zoning” in this case, being applied only to a single, smaller property in an area with very different zoning and being over 600 feet from the nearest R-1 lot (with a single-family use). However, R-3 zoning can be appropriate in this location, being near other R-3 areas, almost diagonally across the street.

The City Council has the option of approving either R-3 zoning, or can recommend any lower residential zoning. R-1 would permit the applicant to build planned house.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on June 11, 2024 and voted 6-0 to recommend the City Council rezone the property to the R-1, Suburban Residential district.

Prepared by:

Tom Coots, City Planner

Attachments:

Public Notice Letter; Ordinance

ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE RE-ZONING OF A PORTION OF PROPERTY
ADDRESSED AS 1320 INDEPENDENCE RD FROM THE C-2, GENERAL
COMMERCIAL DISTRICT TO THE R-1, SUBURBAN RESIDENCE DISTRICT**

(ZON24-01)

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

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

WHEREAS, the City of Rolla Planning and Zoning Commission met on June 11, 2024 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its June 17, 2024 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from C-2 (General Commercial) to R-1 (Suburban Residential) Zoning described as follows:

Lot 1, Heritage Village, Rolla, Phelps County, Missouri

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 1ST DAY OF JULY, 2024.

APPROVED:

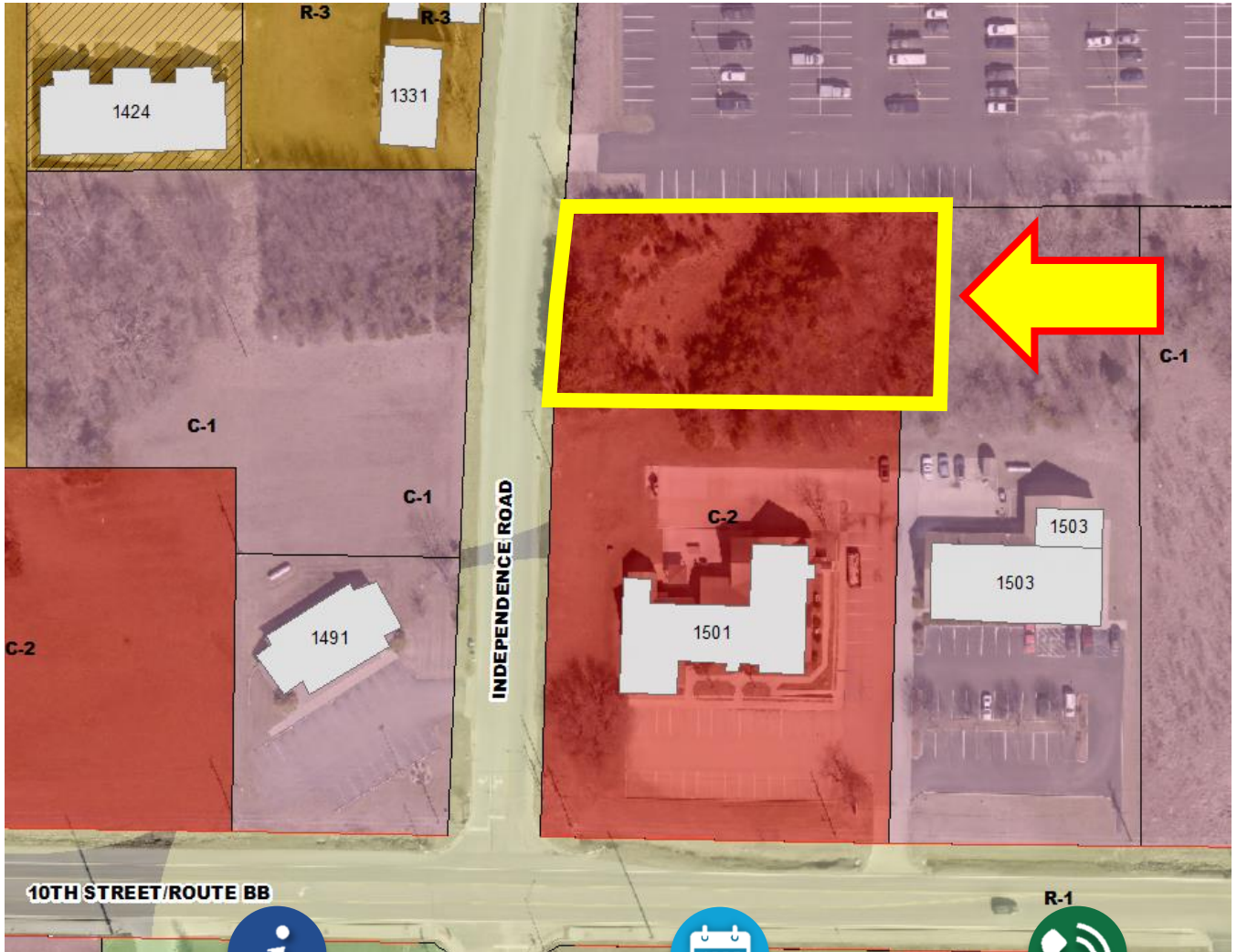
ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: ZON24-01
 Location: 1320 Independence Rd
 Applicant: Ronald and Ainagul Durbin
 Request:
 Rezoning from C-2, General Commercial to
 the R-3, Multi-family district



Public Hearings:

Planning and Zoning
 Commission
June 11, 2024
5:30 PM
 City Hall: 1st Floor

 City Council
June 17, 2024
6:30 PM
 City Hall: 1st Floor



For More Information Contact:

Tom Coots, City Planner
 tcoots@rollacity.org

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



Who and What is the Planning and Zoning Commission?

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

What is a Rezoning (Map Amendment)?

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

What is Zoning?

The City of Rolla has adopted zoning regulations that divide the city into separate areas that allow for specified uses of property. For example, generally only residential uses are allowed in residential zones; commercial uses in commercial zones; etc..

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting. You may learn details about the project at the meeting. You will be given an opportunity to ask questions or make comments.

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

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

LEGAL DESCRIPTION

Lot 1, Heritage Village,
Rolla, Phelps County,
Missouri



**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.

III.A.1
ITEM NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN 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.

(I) 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 Final Reading

ITEM/SUBJECT: Aviation Project Consultant Agreement

BUDGET APPROPRIATION \$100,000

DATE: 06/17/2024

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AVIATION CONSULTANT 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):

III.B.4

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

III.B.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.

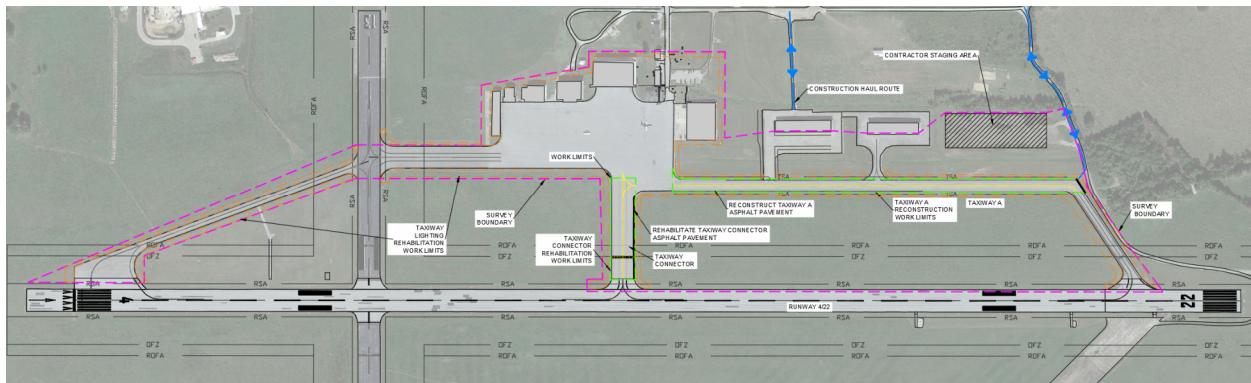


EXHIBIT NO. 1

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

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



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. \$ 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

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. \$ 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		8				\$ 4,160.00
Electrical Details		2						4				\$ 1,290.00
2.08 Prepare Preliminary Technical Specifications		8			16	2	16	8				\$ 11,040.00
2.09 Prepare Preliminary Special Provisions						2						\$ 400.00
2.10 Prepare Drainage Analysis and Storm Drainage Design					8	2	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	8	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	4	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	
	Contract Hours	Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
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.

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Review

ITEM/SUBJECT: Review of the Proposed Budget for the Forum Plaza Community Improvement District

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: June 17, 2024

COMMENTARY:

Attached is a rather simple budget for the Forum Plaza CID – a renovation project of the 1970’s Forum Plaza – that is supported by a one-cent CID tax overlay. The CID Board, made up of three representatives of the development and two representatives of the City (Mayor and City Administrator), actually approves the budget (October 1 fiscal year). CID statutes require submittal and review by the City Council prior to the CID Board action (no formal action needed by Council).

The CID provided \$4 million of the \$14 million project cost to eliminate and reverse blighted conditions and has a current “Principal Balance” of \$3.3M. The one-cent CID tax will run through 2039 unless paid off sooner. Presented for informational purposes.

**FORUM PLAZA COMMUNITY IMPROVEMENT DISTRICT
OCTOBER 1, 2024 – SEPTEMBER 30, 2025 BUDGET (FY-2025)**

BUDGET MESSAGE:

The Forum Plaza Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on December 15, 2014, by virtue of an ordinance approved by the City Council of Rolla, Missouri. The stated purpose of the District is to provide funds for building construction of public improvements within the District, cleaning and maintenance services to public areas in order to improve the appearance and image within the District. The District adopted a fiscal year of October 1 to September 30.

Major Changes: None.

	<u>FYE 2025*</u>	<u>FYE 2024*</u>	<u>FYE 2023**</u>
FUNDS AVAILABLE:			
- Cash on Hand (Beginning of Fiscal Year)	\$51,515.00	\$59,715.00	\$66,893.00
ESTIMATED REVENUE:			
- Sales/Use Tax (1.0%)	\$300,000.00	\$300,000.00	\$326,622.00
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$351,515.00	\$359,715.00	\$393,605.00
ESTIMATED EXPENDITURES:			
-Operating Expenses	\$5,000.00	\$5,000.00	\$8,890.00
-City Administrative Fee	\$2,000.00	\$2,000.00	\$0.00
-Insurance	\$1,200.00	\$1,200.00	\$0.00
- Developer Reimbursement	\$300,000.00	\$300,000.00	\$325,000.00
TOTAL ESTIMATED EXPENDITURES	\$308,200.00	\$308,200.00	\$333,890.00
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	\$43,315.00	\$51,515.00	\$59,715.00

*Estimated values.

**Actual values.

Patti J. Fleck, Ph.D.

Counseling Services
204 Norwood Hall, 320 W. 12th St.
Missouri University of Science and Technology
Rolla, MO 65409

phone: 573.341.4211
email: pfleck@mst.edu

EDUCATION

- | | |
|--|-----------------------------------|
| Ph. D. Counseling Psychology
Kent State University | August 2000
Kent, OH |
| <ul style="list-style-type: none">▪ Full APA Accreditation▪ Dissertation: Expectations and academic performance of undergraduate engineering students | |
| M. S. College Counseling
Shippensburg University | May 1983
Shippensburg, PA |
| <ul style="list-style-type: none">▪ GPA – 4.0 | |
| B. A. Psychology
Shippensburg University | December 1980
Shippensburg, PA |
| <ul style="list-style-type: none">▪ Magna Cum Laud | |

LICENSURE and CERTIFICATION

- Licensed Psychologist in Missouri (Number 2002021876) Inactive

PROFESSIONAL EXPERIENCE

- | | |
|--|------------------------|
| Missouri University of Science and Technology (S&T) | Rolla, MO |
| Director (Retired), Counseling Services | April 2008 – June 2021 |
| <ul style="list-style-type: none">▪ Department personnel, fiscal, and clinical oversight▪ Supervise support and professional staff▪ Oversee day-to-day operations including staff schedules, workloads, office coverage, and weekly staff meetings▪ Budget development and management▪ Provide individual, group, and crisis services▪ Create and present educational programs▪ Provide psychological consultation with parents and members of S&T faculty, staff, and administration | |
| University of Missouri – Rolla (UMR) | Rolla, MO |
| Assistant Director, Counseling | August 2001 – May 2008 |
| <ul style="list-style-type: none">▪ Supervise support and professional staff▪ Conduct performance reviews of new staff members▪ Oversee day-to-day operations including staff schedules, work loads, office coverage, and weekly staff meetings▪ Assist with budget development and management▪ Provide individual, group, and crisis services▪ Create and present educational programs▪ Provide psychological consultation with parents and members of UMR faculty, staff, and administration | |

Advisor, Sue Shear Institute for Women in Public Life

March 2003 – 2011

- Coordinate annual publicity, applications, and selection of four female students to represent UMR at a week-long residential Leadership Academy aimed at increasing woman's awareness of and involvement in public policy arenas
- Mentor present and past UMR fellows
- Participate in Leadership Academy

Psychological Resident/Counseling Psychologist

July 2000 – present

- Provide individual, group, and crisis services; create and present educational programs; provide psychological consultation with parents and members of UMR faculty, staff, and administration; coordinated UMR's Preview, Registration, and Orientation (PRO, until August 2000); conduct the Student Success Course; and participate in various committees
- Developed a Graduate Student Research Support Group, feedback from which initiated institutional changes in graduate advising
- Elected to two-year term on Staff Council (2000 – 2002) and chaired the Staff Excellence Awards Committee

Counselor/Coordinator of Preview, Registration, and Orientation (PRO)

January 1999 – August 2000

- Assumed responsibility for coordination of PRO, which involved significant collaboration with UMR faculty members, administrators, staff members, and students
- Maintained leadership of Student Success and Professional Development Program during Preview and Professional Development Seminar for Orientation
- Provided individual, group, and crisis services; created and presented educational programs; consulted with parents and faculty, staff, and administration; conducted the Student Success Course; and participated in various committees
- Coordinated the Student Success Course for students in academic difficulty

Counselor

August 1995 – July 2000

- Provided individual counseling to students, faculty, and staff within a brief treatment model on concerns ranging from developmental issues to serious pathology
- Facilitated counseling groups (Family Issues; Gay, Lesbian, Bisexual, Transgendered; Self-Esteem; Sexual Abuse Survivors)
- Provided after-hours crisis assessment and intervention, including phone consultations, face-to-face interactions, and student suicide response
- Created and conducted outreach programs
 - Audiences: Resident Hall Assistants, Freshman Engineering classes, Minority Engineering Program students, Greek organizations, student professional organizations, Academic Enhancement Centers, student athletic teams, Student Affairs Division, UMR Human Relations Professional Development series, and Rolla community
 - Topics: Academic Success (study skills, time management, motivation, managing procrastination, preparing for final exams), Career (Purdue Interest Inventory and career exploration), Team Building (communication skills and building trust among group members), Personality style (Myers-Briggs Type Indicator), Sexual Assault Prevention and Response, Dealing with Grief, Stress Management
- Coordinated clinical case conferences and in-service professional development programs
- Taught the Student Success Course for students with academic difficulties
- Preview, Registration, and Orientation (PRO)
 - Developed, revised, and expanded the Family Guidebook for four years
 - Facilitated Parent Discussion Groups and Student Life Program
 - Adapted the Freshman Year Simulation from another university to UMR (developed materials, trained student and staff volunteers, oversaw implementation of program, and solicited and incorporated feedback)
 - Developed, revised, oversaw, and trained volunteers for Professional Development Orientation Seminar
 - Initiated campus directional signs (developed the design, directed purchasing, and oversaw deployment and retrieval)
 - Committee Member (Student Affairs Division Staff Education Team, Wellness Committee, Student Advisory Committee)

West Virginia University

Morgantown, WV

Psychological Intern

August 1994 - August 1995

- Full-time APA approved pre-doctoral internship
- Provided individual counseling and psychotherapy for students
- Co-facilitated both topical (bereavement) and process-oriented groups
- Supervised practicum student
- Provided coverage for intakes, after-hours emergencies, and crisis management

Safer Futures, Family and Community Services of Catholic Charities

Kent, OH

Domestic Violence Shelter Monitor

July 1993 - July 1994

- Provided emotional support to women and children experiencing domestic violence
- Screened potential residents for shelter
- Conducted intakes and maintained case records

Kevin Coleman Community Mental Health Center

Kent, OH

Counselor/Psychological Assistant

June 1991 - July 1994

- Conducted intakes
- Provided individual counseling
- Facilitated Women's Issues therapy group

Kent State University

Kent, OH

Graduate Research Assistant

September 1990 – May 1992

- Assisted in final editing of a book
- Involved in developing a multi-pass coding system for parent-child interaction research
- Coded videotaped parent-child interactions
- Conducted literature search and review

Practicum Counselor

September 1990 – May 1991

- Provided individual counseling for clients from the community and university populations
- Conducted weekly intake evaluations
- Utilized Symptom Checklist (SCL-90) and Personality Screening Inventory (PSI)

Co-Facilitator of Math Anxiety Reduction Workshop

September 1990 – November 1990

- Screened potential participants for six-session educational and experiential program
- Revised and conducted workshop sessions

Allegheny College

Meadville, PA

College Counselor

July 1987 - June 1990

The Counseling Center

- Counseled students with personal, career, and/or academic concerns
- Provided group counseling for eating concerns and personal growth
- Offered crisis intervention
- Designed and conducted outreach programming
- Consulted with administration, faculty, and community professionals
- Administered and interpreted assessment tools

Educational Enhancement Program (EEP)

- Enhanced adjustment of educationally disadvantaged students to college life during the summer orientation component of the EEP
- Developed and facilitated Seminar on Academic Success for first year program students
- Offered various educational and social events throughout the year
- Monitored academic performance of program participants
- Selected, trained, and supervised eight Student Advising Assistants

Shippensburg University Counseling Center
Master's Graduate Assistant

Shippensburg, PA
September 1981 - May 1983

- Developed and conducted workshops on numerous topics
- Co-chaired the Student Advisory Committee
- Created a brochure describing the center's services
- Initiated and served as co-editor for the Counseling Department Newsletter
- Assisted with accreditation procedure and a follow-up study of graduates

Co-Facilitator of Career Exploration Groups

September 1982 - April 1983

- Planned, conducted, and evaluated Undeclared Majors Human Development Seminar and Business Majors Life and Career Planning Workshop
- Administered and interpreted the Strong-Campbell Interest Inventory and the Adjective Check List
- Introduced career resources

Master's Practicum Counselor

September - December 1982

- Counseled individuals on career and personal concerns
- Co-conducted group systematic desensitization for speech anxiety
- Acted as a consultant for resident assistants

Gettysburg College Counseling Center

Gettysburg, PA

Master's Intern

January - May 1983

- Provided individual counseling to undergraduate students
- Participated in periodic staffing sessions

Huntingdon Day Treatment

Huntingdon, PA

Mental Health Counselor

June 1984 - June 1987

- Provided group therapy and life-skills training for chronic mental health adult clients
- Organized and supervised social, recreational, and craft activities for clients
- Counseled clients individually, as needed
- Provided case management and recording for about fifteen clients

PRESENTATIONS and PUBLICATIONS

A Guided Tour Through The Development and Intentional Use of a Strategic Plan to Engage Stakeholders, Facilitate Decision-Making, and Respond to Organizational Needs with Mary Chandler Bolin and John Henry Dunkle. October 2017. AUCCCD Annual Conference.

Bouncing Back: Resilience Skills You Can (& Should) Build Now with Mary Chandler Bolin. Winter 2017. Kappa Delta Sorority Angelos.

Promoting Student Resiliency. June 2016. Fraternity Executives Association Annual Meeting.

Learning to Bounce Back. May 2015. Missouri Partners in Prevention.

Difficult Conversations: How to Discuss What Matters Most. April 2011. Meeting of the Minds – The BACCHUS Network Area 5 Spring Conference.

Strategies for Personal Change: How to Set Yourself Up for Long-Term Success. April 2012. Meeting of the Minds – The BACCHUS Network Area 5 Spring Conference.

Bridging the Span between Clinical and Administrative Supervision or When to Put on Your Boss Hat! with Susan Stock and David L. Wallace. October 2010. AUCCCD Annual Conference.

Burnout, Stress Management, and Self-Care. December 2001. Phelps County Regional Home Care Hospice Services

TEACHING EXPERIENCE

Webster University Graduate Faculty	Rolla, MO September 2006 - August 2007
<ul style="list-style-type: none"> • Taught one section of Practicum II for three semesters 	
East Central College Adjunct Instructor (Rolla Branch)	Rolla, MO August 2003 - December 2004
<ul style="list-style-type: none"> • Taught one section of General Psychology for three semesters 	
Kent State University Graduate Teaching Fellow	Kent, OH September 1992 - May 1994
<ul style="list-style-type: none"> ▪ Taught two sections per semester of Human Development and Learning for education majors ▪ Team-taught one section per semester of Pre-Professional Practicum for education majors 	
Faculty Orientation Instructor	Fall 1993
<ul style="list-style-type: none"> ▪ Team-taught orientation class for first-year students with student instructor ▪ Advised students concerning academic scheduling 	
Adjunct Instructor (Salem Campus)	September - December 1992
<ul style="list-style-type: none"> ▪ Co-taught one section of Human Development and Learning 	

HONORS and AFFILIATIONS

Board Member of Association for University and College Counseling Center Directors	2013 – 2019
Association for University and College Counseling Center Directors	2008 – present
American Counseling Association (ACA)	1993 – 2010 (?)
Missouri Psychological Association (MOPA)	2003 – 2011 (?)
UMR Alumni Association Outstanding Staff Member Award	2000 and 1996
Honorary Initiate of Kappa Delta Sorority	Fall 1998
American Psychological Association (APA)	1993 – 2004
KSU Association of Doctoral Students in Counseling	1991 – 1994

COMMUNITY SERVICE

American Cancer Society Relay For Life Volunteer	Phelps County, MO, 2002 - 2014
Domestic Violence Russell House	Rolla, MO,
Trainer	2001 - 2009
<ul style="list-style-type: none"> ▪ Depression, Post-Traumatic Stress Disorder, and Suicide to volunteers, staff, and board of director 	
Consultant	2001 - 2000
<ul style="list-style-type: none"> ▪ Led board of directors to review mission, set goals, establish priorities, and develop action plan and facilitated team building 	
Safer Futures, Family and Community Services of Catholic Charities	Kent, OH
Volunteer	1992 – 1994
<ul style="list-style-type: none"> ▪ Co-facilitated weekly community support group for women experiencing domestic violence 	
Women's Services, Inc.	Meadville, PA
Trainer	1988 - 1990
<ul style="list-style-type: none"> ▪ Conducted training sessions on basic listening, responding, and helping skills to volunteers 	

Huntingdon House

Huntingdon, PA

Volunteer

1986 – 1987

- Provided crisis intervention via 24-hour hot line for victims of domestic violence
- Coordinated and facilitated women's support group
- Presented in-service training to other volunteers

Missouri Regional Science Fair

Judge

1999 - 2003

- Evaluated Behavioral and Social Science entries of regional high school students
- Determined category winners
- Contributed to decision for grand and special prizes

Big Brothers/Big Sisters of Missouri

Rolla, MO

Volunteer

1998 – 2000

- Mentored 11 year-old girl weekly
- Organized Halloween Party (solicited community contributions for food and prizes, organized activities, and directed games) for the agency's clientele

January 2020

Δρ. Ηελεν Μ Johnstone, RN, PhD

903 Brookside Dr., Rolla, MO.

Helen.m.johnstone@gmail.com

PROFESSIONAL PROFILE

Semi-retired Rolla resident with 40+ years of progressive leadership in academia and healthcare. *Currently interested in identifying opportunities to be of service to the Rolla/Phelps County community as a volunteer.*

*Presently serving as the part-time, volunteer Parish Nurse at Trinity Episcopal Church in St. James. Recently co-authored "Parish Nursing of the Ozarks", a \$25,000 **funded** grant application specifically designed to introduced a new faith-based health ministry to churches within a 100-mile radius of Rolla.*

EDUCATION AND LICENSURES

- ✦ Active, unencumbered, multi-state RN License in Missouri
- ✦ Nursing Diploma, 1982 at Burge School of Nursing
- ✦ Bachelor of Science in Nursing, 1982 at Drury College
- ✦ Masters in Education, 1988 at Drury University
- ✦ Ph.D. in Administration, 2000 at George Mason University

MOST RECENT PAID POSITIONS

Registered Nurse, Apidel Technologies, Chicago, Illinois, (Jan-April 2021)

- ✦ Administered COVID vaccines in Long-term Care settings
- ✦ Assessed patients and provided patient education
- ✦ Provided HIPPA compliant environment

Consultant, Diehl Law, Martinsburg, West Virginia (2020-Present)

- ✦ Reviewed confidential medical records of injured person(s)
- ✦ Consulted with Attorney(s) and Plaintiff(s)
- ✦ Prepared written reports for submission to Courts
- ✦ Provided sworn affidavits and expert testimonies upon request

LIST OF PAID POSITIONS (1982-2020)

- ‡ Dean, Amer-tech Healthcare, Draper, Utah
- ‡ Campus Dean, West Coast University, Dallas, Texas
- ‡ Director, Kaplan University in Nebraska.
- ‡ Dean of Program Development; Interim Dean of Academic Affairs; and Director; all at Mountain State University, Martinsburg, West Virginia
- ‡ Assistant Professor, Shepherd College
- ‡ Associate Administrator, KKRH-Saudi Arabia
- ‡ Director, RKH Hospitals-Saudi Arabia
- ‡ Director, Phelps County Medical Center, Rolla, Missouri
- ‡ Manager, WVU-East Hospital, Ranson, West Virginia
- ‡ Manager, City Hospital, Martinsburg, West Virginia
- ‡ Adjunct Faculty, Southwest Baptist University, Bolivar, Missouri
- ‡ FT Faculty, St. John's School of Nursing, Springfield, Missouri
- ‡ Supervisor, Riverway's Home Health
- ‡ Staff Nurse, Cox Medical Center

SUMMARY OF ACCOMPLISHMENTS IN PREVIOUS POSITIONS

- ‡ Supervised students/faculty in multiple states
- ‡ Identified, hired, developed, mentored faculty
- ‡ Oversight of Bachelors, Masters, Doctoral Programs
- ‡ Identified/mentored outstanding students/graduates
- ‡ Grew enrollments and increased student success rates
- ‡ Chaired thesis and dissertation committees
- ‡ Conducted and oversaw research projects
- ‡ Executed applications, grants, and agreements
- ‡ Found new monies and launched innovative programs
- ‡ Managed ever-increasing budgets, students, faculty
- ‡ Over-saw domestic/international personnel/processes

PUBLICATIONS and PRESENTATIONS

- ‡ Authored numerous state & regional documents
- ‡ Presented "Health and Education in Bangladesh"

- ✦ Edited "Spirit of KKESH, Introductory Issue"
- ✦ Authored "Trans-cultural Competency"
- ✦ Presented "Behind the Veil" (twice)
- ✦ Presented "A Call to Action" (keynote)
- ✦ Presented "Trans-cultural Nursing in KSA" (keynote)
- ✦ Presented "International Nurses Week" (keynote)
- ✦ Presented "Nursing Toward the Light of Excellence"
- ✦ Presented "Transforming Nursing in KSA" (keynote)
- ✦ Edited "Insight Newsletter and Magazine"
- ✦ Presented "Welcome to KSA" (keynote)
- ✦ Presented "Utilizing Tele-medicine in Emergency Settings"
- ✦ Authored "Committed to Quality at St. Mary's Hospital"
- ✦ Authored "Tele-Health Resources for American Nurses"
- ✦ Authored "Preparing Nurses for a Paradigm Shift"
- ✦ Authored "Ethics Forum" (multiple articles)

RESEARCH and CONSULTATIONS

- ✦ "US-Jamaican Accreditation Standards", Middlesex College, Maypen, Jamaica
- ✦ "Initial Accreditation of PA Program", Mountain State University, Beckley, West Virginia
- ✦ Professional Practice Committee Consultant, City Hospital, Martinsburg, West Virginia
- ✦ "Outcome Analysis", Shepherd University, Shepherdstown, West Virginia
- ✦ "Re-Engineering Al-Hada Hospitals in the Kingdom of Saudi Arabia"
- ✦ Conducted 90-day quality analysis at St. Mary's Hospital, Rogers, Arkansas
- ✦ Analyzed tele-nursing-and traditional home care visits in Kansas and West Virginia settings
- ✦ Documented benefits of CPR education for new parents at Cox Medical Center, Springfield, Missouri

FUNDED GRANTS AND APPROVED APPLICATIONS

- ✦ "Parish Nursing of the Ozarks", Episcopal Diocese
- ✦ "Advanced Nursing Practice", DHHS
- ✦ "Health Careers Opportunities Program", DHHS,
- ✦ "NEW BSN Program" Nebraska Board of Nursing
- ✦ "Career Ladder Program" Missouri Board of Nursing d
- ✦ "Nursing Education Research and Practice", DHHS

- ✦ "Boydville" National Endowment for Humanities
- ✦ "Tele-medicine Research Project", DHHS

COMMUNITY SERVICE

- ✦ Parish Nurse, Trinity Episcopal in St. James
- ✦ President, Rolla Floriculture Club
- ✦ Coordinated Regional Baha'i Conference in Rolla
- ✦ President and Founder, HEAL International in Bangladesh
- ✦ Vice-President, Nebraska Center for Nursing Foundation Board
- ✦ Member, NANDD Task Force for Clinical Site Utilization
- ✦ Member, Kaplan SON Executive Leadership Team
- ✦ Member, KU-Omaha Leadership Team
- ✦ Member, KU Assessment/Accreditation Committee
- ✦ Member, KU Graduation Committee
- ✦ Chair, KU-NE Nursing Admissions Team
- ✦ Chair, KU-NE Nurses' Week Planning Committees
- ✦ Chair, KU-NE Nursing Advisory Boards
- ✦ Member, Boydville Planning Committee
- ✦ Member, MSU President's Council
- ✦ Member, MSU Graduate Education Council
- ✦ Board Member, Jefferson Memorial Center of Excellence
- ✦ Member, James Rumsey Community Advisory Council
- ✦ Member, Shepherd University, Community College Board
- ✦ Chair: Wright County Housing Authority
- ✦ Chair, Rogers Arkansas and Berkeley County, West Virginia Spiritual Assemblies

PROFESSIONAL ASSOCIATIONS

- ✦ Past Member, Rotary International
- ✦ Lifetime Member, Riyadh Nurse Educators
- ✦ Lifetime Member, Riyadh Nurse Administrators
- ✦ Past Member, ANA and State Nurses Associations
- ✦ Past Aux. Member, LPN Association in Nebraska
- ✦ Who's Who in Business, Who's Who Worldwide

AWARDS and HONORS

- ✦ Recipient, Hall of Fame, hometown HS in Missouri
- ✦ Nominee, KU Innovative Leadership Award
- ✦ Recipient, KU Blue Ribbon Peer Award (3X)
- ✦ Recipient, Outstanding Community Service, (2X)
- ✦ Recipient, Quality Community Health Award

- ✦ Recipient, Best Quality Assurance Team (2X)
- ✦ Outstanding Student at Cox Medical Center

PERSONAL and SOCIAL INTERESTS

- ✦ Travel, history, drama, music, and growing roses
- ✦ Wedding coordinator and officiant in Missouri
- ✦ Created entry level scholarship for hometown HS students
- ✦ Orchestrated memorial gardens/cemetery beautifications
- ✦ Former Girl Scout Leader, PTA-President
- ✦ Taught Adult and Children's Classes for Baha'i Faith
- ✦ Facilitated multi-state, on-line courses for Baha'i Faith

REFERENCES

- ✦ The Rev. Kevin McGrane, Trinity Episcopal Church
- ✦ Tanya Vaid, Aapidel Technologies
- ✦ Layne Diehl, Diehl Law and Business Development
- ✦ Dr. Sheila Extrom, (ret) Nebraska Board of Nursing
- ✦ Dr. Chandice Y. Covington, (ret.), Kaplan University
- ✦ Danial Le, RN, BSN, mentee
- ✦ Jeremy Steinhaus, Spiritual and Relationship Coach
- ✦ Contact information upon request

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