

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
WEDNESDAY, September 17TH, 2025; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

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

PLEDGE OF ALLEGIANCE
Councilman Shelby

I. PUBLIC HEARINGS - None

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS – None

III. OLD BUSINESS –

- A. Ordinance** to approve the FY 2026 Budget. (City Administrator John Butz) **Final Reading**
- B. Ordinance** to approve the 2025-2026 sewer service availability fee increase. (PW Director Darin Pryor) **Final Reading**

IV. NEW BUSINESS –

- A. Ordinance** to approve Preliminary Engineering Agreement with BNSF for 18th/Bardley Roundabout. (Public Works Director) **First Reading**
- B. Ordinance** to enter into agreement with MoDOT for Transportation Alternatives Funds Agreement to replace 45 non-compliant curb ramps. (PW Director Darin Pryor) **First Reading.**
- C. Ordinance** amending Sec.31-3 of the Rolla City Code pertaining to Loitering and Park Hours. (Parks Director Floyd Jernigan) **First Reading**

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. Motion** to award bank depository services to Phelps County Bank for a 4 year term expiring in 2029. (Finance Director Steffanie Rogers)

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. Mayor update on Rec Center/Natatorium.

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

- A. Next City Council meeting, Monday, October 6th.

IX. **CLOSED SESSION** –

- A. Closed Session per RSMo 610.021 – (12) Contract Negotiations

X. **ADJOURNMENT** -

City of Rolla
City Council Agenda

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance to approve the FY 2026 Budget

BUDGET APPROPRIATION: \$45,005,310

DATE: September 17, 2025

COMMENTARY:

In compliance with RSMo 67.010 the FY 2026 budget is submitted for Council consideration. The spending plan of \$45,005,310 is offset with projected revenues of \$40,260,403 plus retained earnings from previous years. In this case the total deficit of (\$4,744,907) is in part an intentional spending down of Street/Cap Improvement Fund reserves to increase street asphalt overlays and for a \$2.5 million storm water project in Downtown Rolla (50% grant reimbursed). The budget includes \$180,000 for the Phase III construction of the new Animal Shelter and a \$150,000 for a new fire truck (deposit only). The budget also includes a \$400,000 transfer from the General Fund to the Rec Center Fund – sufficient operational support through March, 2026 in anticipation of some tax initiative in April, 2026.

The budget does include a \$1 a month increase in sewer availability fees to cover increased costs in the sewer collection system including the planned replacement of the sewer vacuum truck in the near future. The budget also includes commercial and residential increases in trash fees (8-10%).

The budget includes the enabling ordinance, budget letter, budget summary and details of the City's 9 funds (General, Sewer, Environmental Services, Airport, Cemetery Trust, Street/Capital Improvement, Rec Center, Parks, and Parkland Reserve). Full copies of the budget are on the City's website and available in the City Clerk's Office for review.

A full version of the proposed budget was distributed in the September 2nd meeting packet and is also available online.

Recommendation: Final Reading

CITY OF ROLLA BUDGET

III.A.2

FISCAL YEAR

2025-2026



September 2, 2025

Honorable Louis J. Magdits, IV
 and Members of City Council
 City of Rolla
 Rolla, MO 65402

Dear Mayor and Council:

Pursuant to the requirements of Section 67.020 of the Revised Statutes of Missouri, the Fiscal Year 2026 Budget is hereby submitted (October 1, 2025 – September 30, 2026). This Budget has been prepared in conjunction with the Mayor, Council and Department Directors who have anticipated the needs of their departments realistically in relation to both available money and department demands.

In every respect the FY 2026 Budget meets the legal requirement that expenditures not exceed anticipated revenues plus any unencumbered fund balance from the previous year. The budget represents a total yearly spending program of \$45,005,310 offset by anticipated revenues of \$40,260,403 – a net deficit of \$4,744,907 (primarily due to a spend-down of Street Fund proceeds for additional street overlays and a major downtown storm system upgrade, Phase 3 of the new Animal Shelter, Park Fund improvements and rec center operational support. The budget includes an average pay adjustment of 4% (COLA and merit) for qualifying full-time City employees. The Budget includes a \$1/mo increase in the Sewer Service Availability Fee (sewer collection system), a 9% increase in trash service fees and an increase in airport hangar rentals.

The Fiscal Year 2026 Budget is submitted with the belief that it represents a worthy effort to obtain a balanced program for the ensuing year. The Budget expresses on paper and in dollars the never-ending struggle to provide Rolla citizens the most service possible for each tax dollar spent.

Sincerely,

John Butz
 City Administrator

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General Fund	37%	Rec Center	1%
Sewer Fund	12%	Parks	6%
Street Fund	27%	Airport	5%
Env Services	11%		

Personnel

Total Personnel-related Costs – All Funds: \$18.9 M (62% of operating budget)

Full-Time Employees	\$12,507,210
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Part-time Employees	\$984,600
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Health Insurance	\$3,029,900
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LAGERS retirement	\$1,343,215
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FICA	\$978,450
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180 Full-time City employees (approx. 75 part-time employees)

All Employees: COLA increase of 1%; 3% merit consideration (Jan)

New positions proposed:

Police Officer, ACO/Shelter Manager (restructure), Building Inspector

General Fund

Revenues	\$15,525,125
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Expenditures (14 Divisions)	-\$16,727,845
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Operating Transfers	<u>+ \$446,450</u>
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(\$756,270)

(Includes \$180,000 Animal Shelter Ph III and \$400,000 transfer to Rec Center)

Operating Reserve Goal of \$3.5M; Unrestricted Reserve \$3.57M (25.2%)

Notable: Net Sales tax growth: 2% (Kohl's & WMP TIF redirect)

Marijuana Tax effective 10/1/2024

Hotel/Motel Tax increase from 3% to 5% effective 10/1/2024

Use Tax Proj: \$1,563,000 (\$1,621,900 dedicated to Public Safety)

LAGERS rate increase from 9.3% to 10.3% (11% inc as % of FT salaries)

Health Insurance: 5% increase (354 enrollees: self-insured); \$7,000/life

Risk Management: \$608,470 renewal; [\$1.246M total]

Pass Thru budgets: Library (\$508,650); 911 Dispatch (\$1,825,625)

Police Staffing: 38 Certified Officers

Fire Staffing: 30 Certified Firefighters

Critical Funded Requests:	Asst City Administrator (1/2 yr)	Delayed
	Police Vehicles (5)	\$392,500
	Animal Shelter Building Ph III	\$180,000
	Fire Truck Deposit	\$150,000
	Additional Police Officer	\$80,000

Sewer Fund

Regional Sewer Basin Study (ARPA)	\$87,000
\$1/mo SAF (collection system) (\$13 to \$14/mo)	\$75,000
No increase in sewer treatment fees (\$6.75/1,000 gal)	
Solid Reserves of \$2.3 M	

Environmental Services

Recycling market has stagnated a bit (\$230,000 proj rev)
Eliminated curbside recycling in 2022
8 – 10% increase in rates (\$17.75/mo to \$19.25 full service)
Landfill/Disposal Rate – \$60.25/ton (2% inc in 2026) = \$1.2M Disposal Exp (25% budget)
Conversion to Automated Trash Trucks (3 + 1 backup)
Internal Financing of Vehicle Maintenance Facility 13/18 years (bal of \$255k)
Solid Reserves of \$2 M

Airport Fund

Minimal Reserves (projected \$6,546)
Supported by Street/Cap Imp Fund since 2020 (\$482k in FY 2026)
Taxiway Rehab Project - \$1.285 M (95% grant covered)
Fuel Sales: 95,000 gallons (84% jet) in FY 2025; Proj Sales of \$380k in FY 2026
Ag Lease/Ground Leases all updated; Solar Due Diligence - \$11.5k/yr
Hangar rent increase of 10% (new doors being replaced from 2023 tornado damage)
Water tower/sewer system financing (19 of 20)
Fuel truck replacement (\$150k used – budgeted if needed)

Cemetery Fund

Fiduciary/Trust projected balance of \$445,380
Increase in burial service fees in FY 2022
FY 2025 projects include old tombstone repair

Street Fund

Solid Unrestricted Reserve projected \$2,284,246
Cap Imp/Transportation Sales Tax – 2% growth
Transferred Engineering Division from GF to Street/Cap Imp Fund in FY 22
Last MRTDD Project of \$150k for Pine St. (TDD Reimbursement received)
Intentional Spend down of reserves for street maintenance/overlay
Primary City Projects: Pine St. north lighting (TDD); Little Oaks Rd
Rolla St.- major stormwater project (grant) - \$2.5 M
Extra \$1,500,000 in asphalt overlay
Bardsley roundabout property; 10th & Holloway signals

Rec Center Fund

Contracted management/operations with Power Wellness Nov 2020
 Consider temporary closing of Natatorium (pool)
 General Fund transfer of \$400,000 in FY 2026
 Consider April tax issue? Operating float loan if passed
 Consider all options for future use

Park Fund

Minimal Reserve Fund Balance of \$54,668 (loss of 1/16th sales tax for 2024)
 Property Tax - \$285,200 (2% growth); Sales Tax - \$1.51 M (2% growth)
 Capital Expenses of \$1,155,950 for BerJuan matching grants – lights, turf, exercise
 SplashZone operations: \$274k operating loss in FY 25; Projected \$250k in FY 26
 (25 yrs old – future needs/options?)
 Future of Holloway House – nothing budgeted for demo/reno?

Park Land Reserve Fund

Balance in Escrow - \$28,010 (new residential subdivisions)
 Requires 2/3 Council Vote with timely spend down;

Debt Position

FY 2026 debt/lease payments (expense) - \$2.49 M
 Total City debt and obligations outstanding - \$21.3 M
 Includes Sewer Revolving Fund Debt of \$17 M (voter approval Nov 2018)
 No new debt in FY 2024 - 2026 (major fire truck purchase/deposit – 4-year delivery)
 Constitutional Debt Authority (20% Assessed Valuation) - \$54,456,115
 Rolla's General Obligation Debt: \$0!

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

ALL FUNDS

City of Rolla

Fiscal Year 2025 - 2026

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	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026	% of Budget
REVENUES					
Sales/Property Tax	18,673,770	19,139,007	20,244,171	20,670,450	51%
Licenses & Permits	214,397	237,376	230,000	244,000	1%
Intergovernmental	1,598,472	1,231,361	2,673,348	3,104,293	8%
Charges for Service	12,826,456	13,459,493	13,527,405	13,800,850	34%
Fines & Forfeitures	134,660	123,302	159,000	164,000	0%
Misc. Income	2,664,780	1,757,432	1,602,624	2,276,810	6%
Bond Proceeds	2,707,378	226,462	0	0	0%
Total Revenues	\$ 38,819,913	\$ 36,174,433	\$ 38,436,548	\$ 40,260,403	100%
EXPENDITURES					
Personnel	14,066,567	14,944,015	16,763,525	17,796,555	40%
Supplies & Bldg. Mtn.	924,045	929,494	954,993	964,555	2%
Services	4,709,463	5,394,036	6,978,121	7,229,235	16%
Maintenance & Imp.	3,297,009	3,564,078	3,260,110	3,629,490	8%
Capital Exp.	11,497,762	8,241,514	11,787,746	13,763,575	31%
Use Tax Exp.	928,055	1,085,408	1,142,075	1,621,900	4%
Total Expenditures	\$ 35,422,901	\$ 34,158,544	\$ 40,886,570	\$ 45,005,310	100%
EXCESS REVENUES OVER EXPENDITURES	\$ 3,397,012	\$ 2,015,889	\$ (2,450,021)	\$ (4,744,907)	
FUND TRANSFERS	\$ -	\$ (18,032)	\$ (227,093)	\$ -	
TOTAL REVENUES OVER EXPENDITURES	\$ 3,397,012	\$ 1,997,857	\$ (2,677,114)	\$ (4,744,907)	
BEGINNING FUND BALANCE (10/1)	\$ 16,710,320	\$ 20,107,332	\$ 22,105,189	\$ 19,428,075	
ENDING FUND BALANCE - ALL FUNDS (9/30)	\$ 20,107,332	\$ 22,105,189	\$ 19,428,075	\$ 14,683,168	
FOOTNOTES:					
RESTRICTED CASH	\$ 2,437,294	\$ 4,364,932	\$ 4,653,982	\$ 3,583,636	
PROJECTED UNRESTRICTED CASH	\$ 17,670,038	\$ 17,740,257	\$ 14,774,093	\$ 11,099,532	

CITY OF ROLLA REVENUE TOTALS FY 2025 - 2026

Fund	2022-23 ACTUAL	2023-24 ACTUAL	2024-25 ESTIMATED	2025-26 PROPOSED	% OF BUDGET
General Fund	14,878,944	14,578,005	15,163,562	15,525,125	38.56%
Sewer Fund	7,106,804	6,068,863	6,969,500	6,193,000	15.38%
Environmental Services Fund	4,144,997	4,725,929	4,875,131	5,142,750	12.77%
ARPA Fund	600,198	572,039	751,539	0	0.00%
Park Fund	1,937,484	1,908,508	2,483,021	2,617,025	6.50%
Park Land Reserve Fund	515	18,715	10,434	16,260	0.04%
Airport Fund	846,678	781,671	533,811	1,767,893	4.39%
Cemetery Fund	21,059	20,695	41,750	43,000	0.11%
Street Fund	8,581,917	7,152,610	7,507,700	8,655,250	21.50%
Recreation Fund	701,316	347,397	100,100	300,100	0.75%
REVENUE TOTAL	38,819,913	36,174,433	38,436,548	40,260,403	100%

CITY OF ROLLA

EXPENDITURE TOTALS

FY 2025 - 2026

Department	2022-23 ACTUAL	2023-24 ACTUAL	2024-25 ADOPTED	2024-25 ESTIMATED	2025-26 PROPOSED	% OF BUDGET
Administration	711,362	814,077	1,050,500	1,055,200	905,800	2.01%
City Administration	287,843	300,448	378,050	353,935	427,550	0.95%
Library	400,230	424,094	480,050	461,325	508,650	1.13%
Finance	707,303	695,362	792,485	677,283	739,500	1.64%
Legal	67,643	76,068	98,805	94,705	97,275	0.22%
Court	132,648	133,846	151,430	151,635	171,950	0.38%
911/Telecommunications	1,343,382	1,493,342	1,633,675	1,700,230	1,825,625	4.06%
Animal Control	282,467	243,724	455,935	485,394	423,725	0.94%
Police	5,368,020	5,222,766	5,448,955	5,467,564	5,950,600	13.22%
Fire	4,406,053	3,781,078	4,217,005	4,331,033	4,740,150	10.53%
Building Services	110,599	125,073	126,630	160,555	198,880	0.44%
Engineering	0	0	0	0	0	0.00%
Community Development	571,621	517,609	626,995	635,112	687,745	1.53%
Economic Development	60,039	66,389	60,360	53,410	50,395	0.11%
GENERAL FUND TOTAL	14,449,209	13,893,876	15,520,875	15,627,381	16,727,845	37.17%
Sewer	7,011,155	5,046,488	6,694,781	6,794,300	5,246,800	11.66%
Recycling	585,013	437,894	507,765	532,301	558,080	1.24%
Sanitation	3,128,514	3,129,394	3,229,803	3,642,575	3,808,200	8.46%
Vehicle Maintenance	507,817	537,696	591,395	642,521	673,115	1.50%
ARPA	579,922	545,076	305,000	735,882	0	0.00%
Parks	1,955,080	2,508,019	1,871,300	2,190,610	2,945,450	6.54%
Cemetery	1,550	4,750	3,000	4,750	5,000	0.01%
Park Land Reserve	25,000	32,503	0	0	0	0.00%
Airport	839,442	1,059,407	1,058,960	845,675	2,209,250	4.91%
Street	4,794,143	4,909,422	8,591,240	7,617,525	10,737,070	23.86%
Engineering	764,619	1,135,312	1,203,455	1,435,410	1,403,575	3.12%
Recreation Center	781,438	918,708	543,285	817,640	690,925	1.54%
OTHER FUNDS TOTAL	20,973,692	20,264,668	24,599,984	25,259,189	28,277,465	62.83%
EXPENDITURE TOTAL	35,422,901	34,158,544	40,120,859	40,886,570	45,005,310	100%

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE GENERAL FUND

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City of Rolla
Fiscal Year 2025-2026

	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Taxes	10,627,803	11,071,131	11,856,700	12,102,500
Licenses & Permits	214,397	237,376	230,000	244,000
Intergovernmental Revenue	443,550	370,815	398,172	318,000
Charges for Services	2,453,053	2,650,702	2,282,940	2,464,875
Fines and Forfeitures	134,660	123,302	159,000	164,000
Miscellaneous	60,289	124,679	236,750	231,750
Lease Proceeds	945,192	0	0	0
Total Revenues	14,878,944	14,578,005	15,163,562	15,525,125
EXPENDITURES				
Administrative	711,362	814,077	1,055,200	905,800
City Administration	287,843	300,448	353,935	427,550
Library	400,230	424,094	461,325	508,650
Finance	707,303	695,362	677,283	739,500
Legal Service	67,643	76,068	94,705	97,275
City Court	132,648	133,846	151,635	171,950
911/Communications	1,343,382	1,493,342	1,700,230	1,825,625
Animal Control	282,467	243,724	485,394	423,725
Police	5,368,020	5,222,766	5,467,564	5,950,600
Fire	4,406,053	3,781,078	4,331,033	4,740,150
Buildings	110,599	125,073	160,555	198,880
Community Development	571,621	517,609	635,112	687,745
Economic Development	60,039	66,389	53,410	50,395
Total Expenditures	14,449,209	13,893,876	15,627,381	16,727,845
EXCESS OF REVENUES OVER EXPENDITURES	429,735	684,129	(463,819)	(1,202,720)
FUND TRANSFERS				
From Street Fund	193,000	234,500	249,875	240,625
From Park Fund	89,000	(186,900)	3,675	101,150
From Airport Fund	35,000	47,400	48,800	51,850
From Sewer Fund	209,000	169,300	185,975	190,600
From Env Svs Fund	200,000	215,800	236,975	262,225
To/From Recreation Fund & Parks	0	(893,532)	(701,968)	(400,000)
TOTAL REVENUES OVER EXPENDITURES	1,155,735	270,696	(440,487)	(756,270)
BEGINNING FUND BALANCE (10/1)	3,985,834	5,141,570	5,412,266	4,971,779
ENDING FUND BALANCE (9/30)	5,141,570	5,412,266	4,971,779	4,215,509
FOOTNOTES:				
RESTRICTED CASH	557,652	437,736	646,352	593,246
CITY HALL CAPITAL RESERVE (300k)	-	-	-	50,000
PROJECTED UNRESTRICTED CASH	4,583,918	4,974,530	4,325,427	3,572,263

SEWER FUND

The Sewer Division is subdivided into two primary areas, collection and treatment. The division is staffed with seventeen individuals who perform various operation and maintenance activities at our three treatment plants as well as the cleaning and maintenance of our sewage collection system. This division's mission is unique from the standpoint that it operates 24-hours per day, 7 days a week, 365 days per year. Treatment takes place continually and a properly functioning sewer system is a constant necessity. Staff members are on call at all times to respond to emergencies, and necessary maintenance activities are performed on Saturdays, Sundays, and holidays.

Nine members are assigned to the treatment portion of the division. They operate and maintain three mechanical treatment plants and treat approximately 4.5 million gallons of wastewater per day. This division is fully supported by user fees. The Public Works Department is committed to protecting and enhancing our community's environment. We recently completed a \$24.5 million dollar plant upgrade to comply with new and future standards. But even with these improvements, new regulations will challenge us to continue to provide the community of Rolla with low cost quality water treatment.

Eight members are assigned to the collection system maintenance and operations section of the Wastewater Division and are committed to ensuring the efficient and sanitary movement of wastewater to the treatment facilities. The \$13 per month Service Availability Fee pays for the maintenance of the collection system. This year's budget request includes a \$1.00 per month increase in the service availability fee to \$14 due to rising material and equipment costs. They monitor over one hundred thirty-five (135) miles of sanitary sewer lines throughout the Rolla community as well as several sewer districts adjacent to the city limits.

Sewer Lines Cleaned	
	Miles (per Calendar Year)
2020	25.5
2021	40.9
2021	28.6
2023	41.3
2024	36.9

Sewer Lines Camera Inspected	
	Miles (per Calendar Year)
2020	5.5
2021	13.5
2021	20.2
2023	23.0
2024	17.6

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
SANITARY SEWER FUND
City of Rolla
Fiscal Year 2025 - 2026

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	<u>Audit 2023</u>	<u>Audit 2024</u>	<u>Estimated 2025</u>	<u>Proposed 2026</u>
REVENUES				
Charges for Services	5,294,034	5,632,210	5,884,000	6,017,500
Grants	0	63,000	1,000,000	100,000
Other Income	50,584	160,001	85,500	75,500
Bond Proceeds	1,762,186	213,653	0	0
Total Revenues	7,106,804	6,068,863	6,969,500	6,193,000
EXPENDITURES				
Personnel	1,106,830	1,094,023	1,209,650	1,284,650
Supplies & Bldg. Mntc.	360,627	409,684	427,200	440,500
Services	526,067	539,855	738,950	581,450
Maintenance & Imp.	653,426	625,542	773,000	905,200
Capital Expenditures	4,364,205	2,377,384	3,645,500	2,035,000
Total Expenditures	7,011,155	5,046,488	6,794,300	5,246,800
EXCESS OF REVENUES OVER EXPENDITURES	95,649	1,022,375	175,200	946,200
FUND TRANSFERS				
To General Fund	(209,000)	(169,300)	(185,975)	(190,600)
To Street Fund	(232,200)	(285,569)	(302,475)	(350,900)
TOTAL REVENUES OVER EXPENDITURES	(345,551)	567,507	(313,250)	404,700
BEGINNING CASH BALANCE (10/1)	2,560,544	2,214,993	2,782,500	2,469,250
ENDING CASH BALANCE (9/30)	2,214,993	2,782,500	2,469,250	2,873,950
FOOTNOTES:				
RESTRICTED CASH	1,499,603	500,000	508,500	510,000
PROJECTED UNRESTRICTED CASH	715,390	2,282,500	1,960,750	2,363,950

NOTE: Depreciation expense is not included in the FY25 & FY26 budget. This will be factored into the audit.

III.A.12

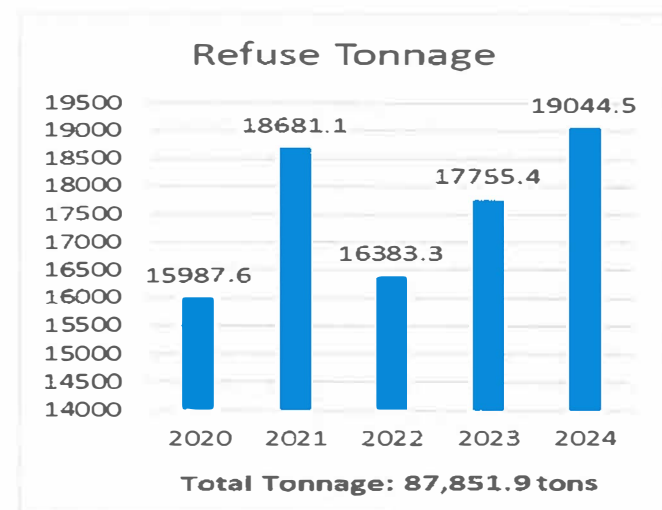
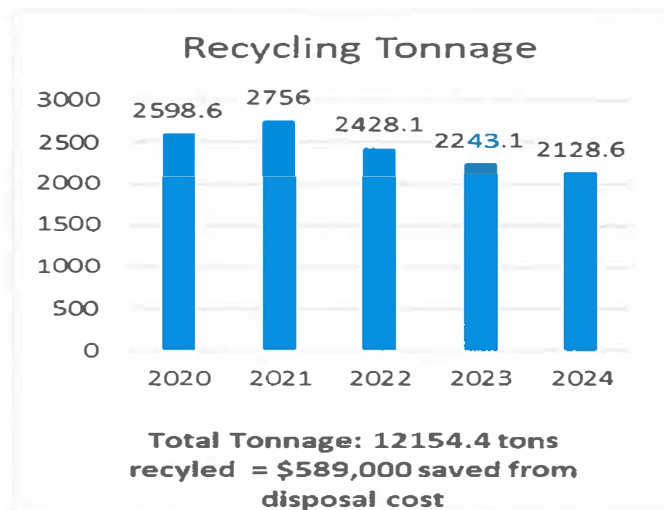
ENVIRONMENTAL SERVICES FUND

The Environmental Services Department is responsible for providing solid waste management services for the residents and businesses throughout the City of Rolla. Additional duties include providing vehicle and equipment maintenance and repair services to the City's fleet. Other functions of the Department include operation of a landscape waste disposal facility, a household hazardous waste (HHW) facility, etc. As administrative service provider to the Phelps County Landfill Board, the Department Director oversees the operational contract for the Phelps County Transfer Station and monitors/maintains closed landfills in Phelps County. The Director also serves as liaison to the Missouri Department of Natural Resources.

The Department is comprised of three Divisions consisting of 30 personnel. 1) The Sanitation Division provides services for the collection of residential, commercial and industrial wastes; 2) the Recycling Division operates the Recycling Center and provides collection, processing and marketing of specific recyclables. The Recycling Division also operates the household hazardous waste program and electronics recycling service; 3) the Vehicle Maintenance Division provides preventative maintenance and repair services for the City's vehicle and equipment fleet of approximately one hundred eighty seven (187) pieces. The division also carries the added responsibility of assisting Phelps County Landfill Board with its equipment.

The Department is operated as an enterprise/proprietary fund receiving revenues primarily from fees charged for services and from commodities (recyclable) that are collected, separated and sold. The majority of revenue is received through fees charged for services provided.

The following chart reflects refuse and recycling tonnage over past 5 years, also showing estimated amount saved through recycling program. Savings through recycling will increase over the next few years due to increase of disposal fees for refuse. Currently at \$59.00 per ton for refuse disposal.



STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

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City of Rolla ENVIRONMENTAL SERVICES FUND Fiscal Year 2025 - 2026

	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Charges for Services	3,437,761	3,960,769	4,148,250	4,426,250
Recyclable Sales	160,299	250,799	215,000	230,000
Grant Revenue	0	16,063	12,137	0
Misc. Income (Veh. Mntc.)	372,969	375,835	395,000	420,000
Lease Purchase Rev	0	0	0	0
Other Income	173,969	122,464	104,744	66,500
Total Revenues	4,144,997	4,725,929	4,875,131	5,142,750
EXPENDITURES				
Recycling Division	585,013	437,894	532,301	558,080
Sanitation Division	3,128,514	3,129,394	3,642,575	3,808,200
Vehicle Maintenance Division	507,817	537,696	642,521	673,115
Total Expenditures	4,221,344	4,104,984	4,817,397	5,039,395
EXCESS OF REVENUES OVER EXPENDITURES	(76,348)	620,945	57,734	103,355
FUND TRANSFERS				
To General Fund	(200,000)	(215,800)	(236,975)	(262,225)
TOTAL REVENUES OVER EXPENDITURES	(276,348)	405,145	(179,241)	(158,870)
BEGINNING CASH BALANCE (10/1)	2,224,401	1,948,053	2,353,198	2,173,957
ENDING CASH BALANCE (9/30)	1,948,053	2,353,198	2,173,957	2,015,087
NOTE: Depreciation expense is not included in the FY25 & FY26 budget. This will be factored into the audit.				
EXPENDITURES BY CATEGORY				
Personnel	1,622,238	1,739,253	1,867,997	1,979,580
Supplies & Bldg. Mntc.	31,210	30,898	37,500	39,540
Services	940,129	1,291,860	1,562,633	1,583,975
Maintenance & Imp.	740,068	708,186	818,330	831,800
Capital Expenditures	887,699	334,788	530,937	604,500
Total Expenditures	4,221,344	4,104,984	4,817,397	5,039,395

AIRPORT FUND

Rolla National Airport is located 15 miles north of Rolla consisting of nearly 1,370 acres with 70+ based aircraft and approximately 17,000 flight operations. Airport facilities consist of two 5,500' runways (Runways 4/22 and 13/31), a partial parallel taxiway, apron areas with tie-downs, eight individual hangars (25 hangar units owned by the City), a pilot's lounge, maintenance buildings and an underground fuel farm (installed in 2003).

RNA costs approximately \$900,000 per year to operate (depending on planned capital improvements) and is funded primarily by fuel sales of \$400,000, hangar rents of \$80,000, and a multi-year agricultural lease (\$47,000). The Street Fund provides an average annual subsidy of approximately \$250,000 depending on grant projects underway. Virtually all capital maintenance projects at the Airport are funded primarily by State and Federal grants with local matching funds of 5 – 10%. The City entered into a solar lease in 2024 for up to 385 acres of airport property. That lease is currently in the "due diligence" phase and generates \$30/acre in revenue.

The City sells Phillips 66 branded aviation gas that is purchased through Arrow Energy out of Salline, MI. Net income off of fuel sales is approximately \$70,000 and prices are adjusted monthly based on market conditions with a \$.80 - \$1.25 margin per gallon sold.

The City staffs the Airport with 2 full-time personnel and 3-4 part-time employees who cut and maintain approximately 100 acres of land and provide fuel service using two mobile gas trucks. A new in-ground fuel farm system was installed in 2003 which was initially financed for 8 years.

Brewer Science and Baron Aviation (a Fedex contractor) are the largest employer at the Airport, but the Airport is used regularly by Kingsford Charcoal, MO S&T, PCRMC, Wal-Mart, and others – including government agencies, elected officials, and military services. The Airport is also considered a primary mobilization facility by SEMA for earthquake preparedness.

Fuel Sales (Gallons Sold Per Calendar Year)

	100LL	Jet A	Total
2017	26670	49384	76054
2018	19109	78673	97782
2019	1929	61624	63553
2020	14543	58903	73446
2021	17203	90698	107901
2022	16189	92704	108893
2023	17564	105015	122579
2024	21187	72582	93769

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
AIRPORT FUND
City of Rolla
Fiscal Year 2025 - 2026

	<u>Audit 2023</u>	<u>Audit 2024</u>	<u>Estimated 2025</u>	<u>Proposed 2026</u>
REVENUES				
Charges for Services	529,323	421,823	355,000	380,000
Other Income	242,355	132,100	128,811	151,600
Grants	75,000	227,748	50,000	1,236,293
Lease Proceeds	0	0	0	0
Total Revenues	846,678	781,671	533,811	1,767,893
EXPENDITURES				
Personnel	195,312	203,462	217,675	230,650
Supplies & Bldg. Maintenance	16,806	14,671	13,350	14,100
Services	474,576	385,849	393,050	652,500
Maintenance & Improvements	42,356	39,272	43,300	46,500
Capital Expenditures	110,392	416,153	178,300	1,265,500
Total Expenditures	839,442	1,059,407	845,675	2,209,250
EXCESS OF REVENUES OVER EXPENDITURES	7,237	(277,736)	(311,864)	(441,357)
FUND TRANSFERS				
From Street Fund	230,000	300,000	195,000	482,000
From General Fund	(35,000)	(47,400)	(48,800)	(51,850)
TOTAL REVENUES OVER EXPENDITURES	202,237	(25,136)	(165,664)	(11,207)
BEGINNING FUND BALANCE (10/1)	6,316	208,553	183,417	17,753
ENDING FUND BALANCE (9/30)	208,553	183,417	17,753	6,546

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
CEMETERY TRUST FUND
City of Rolla
Fiscal Year 2025 - 2026

	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Eternal Care	16,460	12,830	31,500	30,000
Other Income	4,599	7,865	10,250	13,000
Total Revenues	21,059	20,695	41,750	43,000
EXPENDITURES				
Miscellaneous	0	0	0	0
Capital Improvements	1,550	4,750	4,750	5,000
Total Expenditures	1,550	4,750	4,750	5,000
EXCESS OF REVENUES OVER EXPENDITURES	19,509	15,945	37,000	38,000
FUND TRANSFERS				
From General Fund	0	0	0	0
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	19,509	15,945	37,000	38,000
BEGINNING FUND BALANCE (10/1)	334,926	354,435	370,380	407,380
ENDING FUND BALANCE (9/30)	354,435	370,380	407,380	445,380

STREET/CAPITAL IMPROVEMENT FUND

The Street Division is comprised of nineteen full-time individuals who are assigned to operate and maintain the 111-mile street system. This includes various construction activities, pavement repair, concrete repairs of curbs and sidewalks, signals, pavement markings, mowing and snow removal. The Street Division also provides street sweeping for all curbed streets maintained by the City of Rolla. This division is supported solely from sales tax, state gasoline tax, and vehicle taxes. Our ½ cent Transportation Sales Tax funds the operations and maintenance while the ½ cent Capital Improvement Sales Tax and State taxes support our overlay and reconstruction program. In 2025/2026 it is estimated that the Street Department will be instrumental in the completion of Little Oaks Road Reconstruction, 13 miles of overlays, 7 miles of surface sealing, and crack filling where necessary.

The Concrete Construction Crew is part of our Street Division, but operates largely independently. Comprised of four individuals who are assigned to do concrete construction related activities, this division's primary objectives are the repair of sidewalks in Rolla. Sidewalk repairs are necessary to meet Americans with Disabilities (ADA) guidelines and the city's long-term goals.

The Traffic Division is part of our Street Division and consists of 4 full time and 2 part time employees. This division is responsible for the installation, operation and maintenance of 3,120 street signs throughout the City as well as traffic signals located at over a dozen locations throughout Rolla. Pavement markings are applied at least once per year and more often in some high traffic areas.

The Engineering Division of Public Works provides administration, engineering surveys, plans, contract documents and inspection for all Public Works Activities. This Division also assists other agencies within City government. Engineering projects include streets, sidewalks, sewer collection, storm sewer management and subdivision development review.

The Mapping Section of this division also maintains a variety of facility maps and records which include; subdivisions, parcels, zoning, sewer, street, pavement management, flood plain and digital imagery. A computer based ArcINFO Geographic Information System (GIS) is used to develop and maintain this information providing quick and easy access to mapping and management data. This section of Engineering is currently staffed with 3 individuals.

ADA Ramps (1401 ramps total)		
	Completed	Total
	(per Calendar Year)	Compliant
2019	86	694
2020	44	738
2021	19	757
2022	53	810
2023	45	855
2024	50	905
*2025	90	995
*2026	50	1045

Street Maintenance Completed	
	Miles (per Calendar Year)
2019	9.99
2020	5.96
2021	11.07
2022	2.73
2023	3.88
2024	10.47
*2025	10.09
*2026	20.00

*Planned

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

STREET/CAPITAL IMPROVEMENT FUND

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City of Rolla
Fiscal Year 2025 - 2026

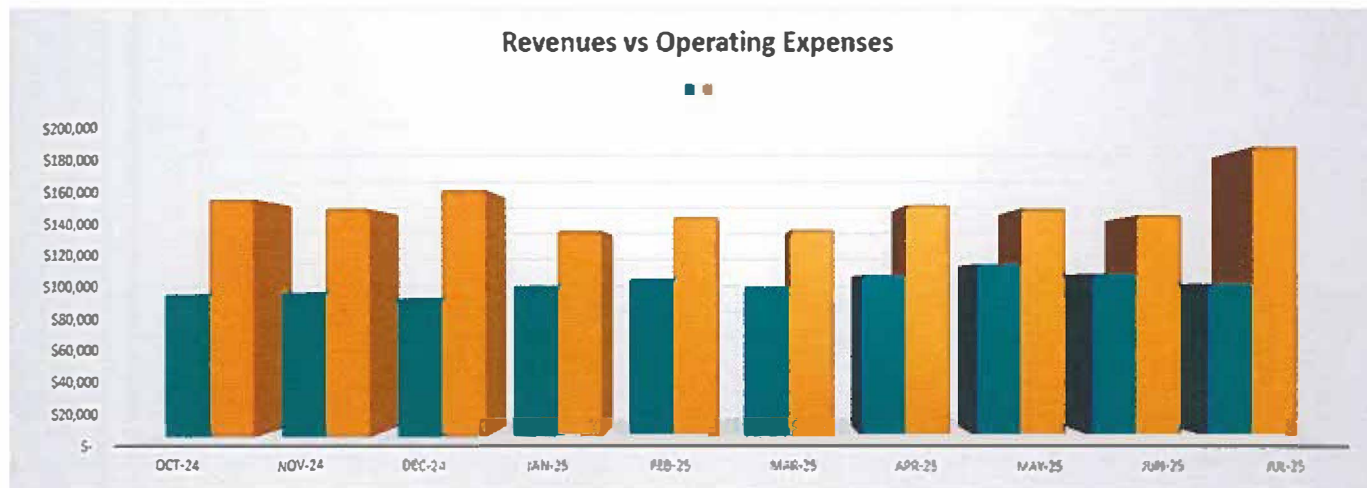
	<u>Audit 2023</u>	<u>Audit 2024</u>	<u>Estimated 2025</u>	<u>Proposed 2026</u>
REVENUES				
Taxes	6,348,294	6,584,459	6,637,500	6,772,000
Grants	500,000	0	470,000	1,450,000
Other Income	1,723,622	481,161	400,200	433,250
Bond Proceeds	0	12,810	0	0
TDD Reimbursements	10,000	74,180	0	0
Total Revenues	8,581,917	7,152,610	7,507,700	8,655,250
EXPENDITURES				
Personnel	1,916,462	2,173,572	2,576,650	2,658,350
Supplies & Bldg. Maintenance	54,867	51,654	37,600	38,620
Services	426,527	470,887	855,335	887,875
Maintenance & Improvements	1,106,523	1,345,786	880,700	1,035,700
Capital Expenditures	1,873,657	1,949,276	4,702,650	7,520,100
TDD Expenditures	180,727	53,560	0	0
Total Expenditures	5,558,762	6,044,734	9,052,935	12,140,645
EXCESS OF REVENUES OVER EXPENDITURES	3,023,155	1,107,876	(1,545,235)	(3,485,395)
FUND TRANSFERS				
To Airport Fund	(230,000)	(300,000)	(160,000)	(482,000)
From Sewer Fund	232,200	285,569	302,475	350,900
To General Fund/Parks	(193,000)	(234,500)	(250,000)	(715,625)
TOTAL REVENUES OVER EXPENDITURES	2,832,355	858,945	(1,652,760)	(4,332,120)
BEGINNING FUND BALANCE (10/1)	6,577,826	9,410,181	10,269,126	8,616,366
ENDING FUND BALANCE (9/30)	9,410,181	10,269,126	8,616,366	4,284,246
FOOTNOTES:				
RESTRICTED CASH	10,500	3,055,500	3,075,000	2,000,000
PROJECTED UNRESTRICTED CASH	9,399,681	7,213,626	5,541,366	2,284,246

RECREATION CENTER FUND

The Centre was constructed with proceeds from an \$11.7 million General Obligation Bond issued in 2001. The GO Bonds were retired by a (15 year) ½ cent Park Sales Tax, also authorized by Rolla voters. The sales tax sunset in December 2013. The Recreation Center Fund is accounted for independently (not part of the City's General Fund or Park Fund). Any shortfall between operating expense and memberships, programming fees and rental income and capital expenses is funded by a subsidy (transfer) from the General Fund now that the original reserve fund (created by the 15 year sales tax) has been exhausted.

The primary goal of The Centre is to provide a quality health and recreational facility and a valuable wellness experience, while at the same time relying on the users of the facility to pay the majority of operating costs. From its inception in 2002, The Centre has tried to operate with a goal of achieving financial sustainability. Other than the COVID years The Centre achieved operating rates from 65% to 85% of expenses.

The City contracted with Power Wellness in November 2020 to manage the facility by incorporating medical fitness – a strategic change from operating like a purely recreational facility. Power Wellness is paid \$96,000 to manage the facility. Unfortunately membership revenues have not sufficiently closed the gap which was \$720,000 in FY 2025. The FY 2026 budget includes a \$400,000 transfer from the General Fund with the prospect of a small sales tax issue in April 2026. If that election is successful the City would likely pursue “tax anticipation notes” as a float loan for operations. If the election is not successful there is not adequate funds available to continue full operations through the end of the year.



STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
RECREATION (CENTRE) FUND
City of Rolla
Fiscal Year 2025 - 2026

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	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Taxes	318	129	100	100
Charges for Services	700,280	347,268	100,000	0
Other Income	718	0	0	300,000
Total Revenues	701,316	347,397	100,100	300,100
EXPENDITURES				
Personnel	6,658	5,686	8,385	7,825
Supplies & Bldg. Mntc.	216	231	45	50
Services	713,102	621,711	732,260	630,550
Maintenance & Imp.	790	45,951	40,450	16,000
Capital Expenditures	60,671	245,128	36,500	36,500
Total Expenditures	781,438	918,708	817,640	690,925
EXCESS OF REVENUES OVER EXPENDITURES	(80,121)	(571,310)	(717,540)	(390,825)
FUND TRANSFERS				
From General Fund	0	875,500	435,000	400,000
Addition From GF	0	0	285,000	0
TOTAL REVENUES OVER EXPENDITURES	(80,121)	304,190	2,460	9,175
BEGINNING FUND BALANCE (10/1)	(223,767)	(303,889)	301	2,761
ENDING FUND BALANCE (9/30)	(303,889)	301	2,761	11,936

City of Rolla Parks System

Over the next 80+ years, the park system has expanded to include 242 acres divided into 40 parks, with six lighted ballfields, 22 multi-use fields, a Skateboard Park, 6 tennis courts, 16 basketball courts, 2 sand volleyball courts, 18 playgrounds, a locomotive and passenger car, 6 pickleball courts, 8.5 miles of trails, and 6 pavilions/picnic shelters. The Department coordinates a number of recreational programs for all ages.

Parks & Rec is staffed by 10 full-time employees, 45 seasonal employees between parks maintenance, lifeguards, recreation programming and concessions, and 4 workers from the Correctional Facility.

Splash Zone Water Park is open from Memorial Day Weekend to Labor Day Weekend (approximately 81 days per season). It is operated by 20 part-time student employees working under the guidance of the Aquatics Manager. It is a family-style, aquatic play park with an SCS play system, lazy river, vortex and two water slides. Splash Zone was constructed with proceeds from an \$11.7 million General Obligation Bond issued in 2001. The GO Bonds were retired in 2012 by a ½ cent Park Sales Tax, also authorized by Rolla voters, that sunset in December 2013.

The Parks and Recreation Department is the coordinating agency for the collection of data in managing trees on public land and right-of-way. The department leads the city's annual attainment of the Tree City USA designation, having completed its fourth year.

Key accomplishments in 2023-2024 included the replacement of the Bayless Field lighting system, construction of the Chymiak Family Foundation Pickleball Complex and re-opening Splash Zone after a mid-season fire. Upcoming major projects include the Installation of a permanent bathroom and replacement of the exercise trail stations along the Ber Juan trail loop.

The 40-acre Rolla Cemetery was incorporated in 1861. The earliest burial is from 1838. The Department hosts multiple annual headstone cleaning demonstrations and has restored over 500 monuments in the last three years. The migration of data and photos to digital imagery and GPS location plotting of the 16,000 graves remains an ongoing project. Parks Staff oversee the selling of grave spaces and conducts on average 50 burials annually. Burial fees and lot sales generate an average of \$12,000 annually. The cost to maintain the historic Rolla cemetery is in excess of \$90,000 a year.

Major Parks Improvements in Last 5 Years	Cost
Chymiak Family Foundation Pickleball	\$560,410
Morgan Light System	\$296,235
Asphalt, Chip & Seal	\$260,015
Bayless Light System	\$226,144
Inclusive Playground at Ber Juan Park	\$106,347
Buehler Park Playground	\$125,170
Green Acres Park Playground	\$105,510
Coventry Park Playground	\$90,000

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE**PARKS FUND****City of Rolla****Fiscal Year 2025 - 2026**

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	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Taxes	1,697,355	1,483,287	1,749,871	1,795,850
Charges for Services	235,246	183,093	510,715	252,225
Other Income	4,883	242,128	222,435	568,950
Total Revenues	1,937,484	1,908,508	2,483,021	2,617,025
EXPENDITURES				
Administration Division	234,119	250,096	268,335	273,700
Parks Division	1,234,093	1,712,373	1,348,255	2,115,125
Splashzone Division	308,070	350,240	372,250	349,275
Outdoor Recreation Division	178,798	195,310	201,770	207,350
Total Expenditures	1,955,080	2,508,019	2,190,610	2,945,450
EXCESS OF REVENUES OVER EXPENDITURES	(17,596)	(599,510)	292,411	(328,425)
FUND TRANSFERS				
To General Fund	(89,000)	(93,100)	(98,675)	(101,150)
From General Fund / Street Fund	0	280,000	(185,000)	475,000
TOTAL REVENUES OVER EXPENDITURES	(106,596)	(412,610)	8,736	45,425
BEGINNING FUND BALANCE (10/1)	519,713	413,117	507	9,243
ENDING FUND BALANCE (9/30)	413,117	507	9,243	54,668
EXPENDITURES BY CATEGORY				
Personnel	1,043,611	1,106,993	1,247,720	1,285,665
Supplies & Bldg. Mntc.	148,467	109,967	149,025	135,170
Services	151,959	182,476	220,120	213,940
Maintenance & Imp.	193,691	227,925	103,535	108,825
Capital Expenditures	417,352	880,658	470,210	1,201,850
Total Expenditures	1,955,080	2,508,019	2,190,610	2,945,450

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE

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PARK LAND RESERVE FUND

City of Rolla

Fiscal Year 2025 - 2026

	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Other Income	515	18,715	10,434	16,260
Total Revenues	515	18,715	10,434	16,260
EXPENDITURES				
Miscellaneous	0	0	0	0
Capital Improvements	25,000	32,503	0	0
Total Expenditures	25,000	32,503	0	0
EXCESS OF REVENUES OVER EXPENDITURES	(24,485)	(13,788)	10,434	16,260
FUND TRANSFERS				
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	(24,485)	(13,788)	10,434	16,260
BEGINNING FUND BALANCE (10/1)	39,589	15,104	1,316	11,750
ENDING FUND BALANCE (9/30)	15,104	1,316	11,750	28,010

III.A.24

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
ARPA FUND
City of Rolla
Fiscal Year 2025 - 2026

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	Audit 2023	Audit 2024	Estimated 2025	Proposed 2026
REVENUES				
Grant Revenue	579,922	553,735	743,039	0
Other Income	20,276	18,304	8,500	0
Total Revenues	600,198	572,039	751,539	0
EXPENDITURES				
Admin Expenses	3,630	64,101	15,383	0
Court Expenses	0	0	0	0
Finance Expenses	(198,490)	37,547	0	0
Telecommunications Expenses	0	0	0	0
Animal Control Expenses	0	94,428	5,692	0
Police Expenses	79,782	0	0	0
Fire Expenses	0	0	30,000	0
Community Development Expenses	0	0	0	0
Sewer Expenses	0	9,000	584,807	0
Street Expenses	0	0	0	0
Recreation Expenses	695,000	340,000	100,000	0
Parks Expenses	0	0	0	0
Total Expenditures	579,922	545,076	735,882	0
EXCESS OF REVENUES OVER EXPENDITURES	20,276	26,963	15,658	0
FUND TRANSFERS				
From General Fund	0	0	0	0
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	20,276	26,963	15,658	0
BEGINNING FUND BALANCE (10/1)	684,939	705,216	732,179	0
ENDING FUND BALANCE (9/30)	705,216	732,179	0	0
EXPENDITURES BY CATEGORY				
Loss of Revenue	475,000	250,000	100,000	0
Equipment Expenditures	1,699	0	0	0
Building & Grounds Expenditures	78,408	159,724	620,499	0
Prof/Cont Expenditures	24,815	135,352	15,383	0
Total Expenditures	579,922	545,076	735,882	0

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: 2025-2026 Sewer Rates

BUDGET APPROPRIATION DATE: 9/17/25

COMMENTARY:

The attached ordinance increases service availability fee from \$13/month to \$14/month for residential users, an 8% increase. The other rate classes for the service availability fee will be adjusted accordingly. The total increase this budget year for the average user would then go from \$40.00 to \$41.00 per month (2.5% increase).

The non-metered user rate will go from \$480.00 per year to \$492.00 per year.

This increase was included in the proposed 2025-2026 Budget.

Staff recommends approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.

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

Section 1: That Sections 35-126 and 35-127 of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

Section 2: That new Sections 35-126 and 35-127 of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby enacted in lieu thereof follows:

Section 35-126. Basic user rate for metered users.

Each user shall pay for the services provided by the City based on his use of the treatment works as determined by water meters acceptable to the City.

User charges shall be based on water used during the current month. If a user has a consumptive use of water, or in some other manner uses water, which is not returned to the wastewater collection system, the user charge for that contributor may be based on separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the City.

On a monthly basis, each contributor shall pay a user charge rate for operation and maintenance including replacement for each 1,000 gallons of water use.

This rate per 1,000 gallons shall be as follows:

As of first billing after October 1, 2024	\$6.75/1000 gallons
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In addition, a service availability fee will be assessed for all users. This fee will be assessed based on the cost of operation and maintenance of the collection system. Each user will be assessed based on the water meter size. The following table presents these costs:

Water Meter Size	Service Availability Fee
Up to 1"	\$14.00/month
1.5"	\$20.00/month
2.0"	\$29.00/month
3.0"	\$58.00/month
4.0"	\$87.50/month
6.0"	\$146.00/month

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be determined by the responsible plant operating personnel and approved by the city council

The user charge rates established in this Article apply to all users, regardless of their location, of the City's treatment works.

Section 35-127. Basic user rate for non-metered residential users.

All residential non-metered users of wastewater facilities shall pay a flat rate annual charge to cover the charge per 1,000 gallons usage and the service availability fee equivalent to a one-inch water meter.

The flat rate annual charge for non-metered users shall be as follows:

As of first billing after October 1, 2025	\$492.00 per year
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The Public Works Director may require such flat rate user to install a metering device on the water supply to measure the amount of service supplied and to adjust the annual user fee accordingly

Section 3: This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 17th DAY OF SEPTEMBER 2025.

APPROVED:

Mayor

ATTEST:

City Clerk

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Ordinance No. _____

APPROVED AS TO FORM:

City Counselor

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: First Reading

**ITEM/SUBJECT: BNSF Preliminary Engineering Agreement for
18th/Bardsley Roundabout**

BUDGET APPROPRIATION - \$35,000 (of \$420,000 Project Appropriation)

DATE: 09-17-25

COMMENTARY:

In 2021 the Lochmueller Group completed a traffic study for the 18th Street / Bardsley / Old St. James Road Intersection. The executive summary of that study is included in your packet. The recommendation from that study was to install a single lane roundabout at the intersection. That study included preliminary engineering on the roundabout.

Council entered into an agreement with the Lochmueller Group in January to continue design on this intersection and prepare plans that would be detailed enough to determine the needed right-of-way for the roundabout. Funds for right-of-way purchases are included in the proposed 2025-26 budget.

Some of the property needed to complete the roundabout construction is owned by BNSF Railway. Lochmueller has been coordinating the design with BNSF. BNSF is requiring a Preliminary Engineering Services Agreement for a third party consultant to review the plans for the project. This agreement is estimated at \$34,997.

Staff recommends approval.

ITEM NO. IV.A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND BNSF RAILWAY COMPANY.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement for Preliminary Engineering Services City of Rolla and BNSF Railway Company, a copy of said agreement being attached hereto and marked Exhibit "A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6TH DAY OF OCTOBER 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Executive Summary

Lochmueller Group has completed a traffic study to evaluate possible improvements near the intersection of E 18th Street and Bardsley Road/Old St. James Road in Rolla, Missouri. The offset nature of Bardsley Road and Old St. James Road at E 18th Street, channelization of vehicles on Bardsley Road, and close proximity to the railroad tracks increases conflict for vehicles traversing the intersection, resulting in undesired queueing and crashes. Three alternatives are proposed for improvements to the intersection of E 18th Street and Bardsley/Old St. James Road.

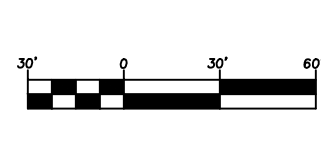
1. Re-align Old St. James Road to meet the existing Bardsley Road approach (North Alignment) and install traffic signal intersection control with railroad preemption;
2. Re-align Bardsley Road to meet the existing Old St. James approach (South Alignment) and install traffic signal intersection control with railroad preemption;
3. Install a single lane roundabout at E 18th Street and Bardsley Road/Old St. James Road.

Alternative A is not recommended for consideration as a viable intersection improvement alternative due to the eastbound approach queues greatly exceeding the available space between the eastbound stop bar and the railroad buffer. A comparison of Alternatives 2 and 3 is shown in **Table 11**. Either Alternative B or Alternative C are acceptable for implementation at the intersection of E 18th Street and Bardsley/Old St. James Road. Due to the sustained continuous vehicle flow and minimized eastbound approach queueing, Lochmueller Group recommends Alternative C for implementation at the intersection of E 18th Street and Bardsley/Old St. James Road.

Table 11. Alternative B and Alternative C Comparison

	Alternative B (South Alignment)	Alternative C (Roundabout)
Overall Intersection Delay	Non-continuous flow. All approaches must stop during each cycle. Inherently more delay.	Maintains continuous flow through the intersection, except when train present.
Eastbound Approach Queueing	Maximum forecasted queues slightly exceed provided spacing between intersection and railroad tracks during the 2045 Horizon Year PM peak. Interaction between queue and train possible during up to 5% of the 2045 PM peak hour.	Maximum forecasted queues within provided spacing between intersection and railroad tracks. No interaction anticipated between queues and trains.
Impacts by Train	Dedicated turn lanes allow some movements to maintain flow through the intersection even when a train is present.	Intersection may be blocked by waiting vehicles when a train is present.
Planning Level Opinion of Cost	Approx. \$1.0 – 1.5M	Approx. \$1.3 – 1.7M*
Required ROW Acquisition	Required ROW acquisition within the southeast quadrant of the intersection in addition to the acquisition of three buildings.	Required ROW acquisition in northwest and southeast quadrants of the intersection. No buildings require acquisition.

* Based on TRB annual meeting presentation "States' Practices on Roundabout Selection, Design, and Performance Analysis" (2016) cost for single-lane roundabout escalated to 2021



**LOCHMUELLER
GROUP**


<div style="text-align: center;">  </div>	<div style="text-align: center;"> CITY OF ROLLA Department of Public Works 901 North Elm Street Phone: 573-364-8659 www.rollacity.org </div>	Designed: KSD Date: 6/02/2021	
		Drawn: KSD Scale: AS SHOWN	
		Checked: CS Proj. No.:	
Sheet No.: 1 of 1	City of Rolla Public Works Department 18th Street Concept Plan C		



EXHIBIT A

Contract Number: BF-20585195

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review and Diagnostic Evaluation

BNSF File No.: BF-20585195
Mile Post 109.975
Line Segment 1002
U.S. DOT Number 664595S
Cuba Subdivision

This Agreement ("**Agreement**") is executed to be effective as of _____ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**") and the City of Rolla, a political subdivision of the State of Missouri ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Rolla, State of Missouri;

WHEREAS, Agency has stated its intention to proceed initially with a project to reconstruct the intersection of 18th Street & Bardsley/Old St James Road which will impact the BNSF at-grade crossing located on 18th Street (DOT 664595S, LS1002 MP109.975) (the "**Project**");

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



EXHIBIT A

Contract Number: BF-20585195

1) Scope of Work

As used herein, the term “**Work**” includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the “**BNSF Parties**”) pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF’s additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, “**Actual Costs**”). BNSF’s estimated cost for Work on this Project is \$34,997 (“**Estimated Cost**”). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month’s end. Finance charges will be noted on invoices sent to Agency under this section.

3) Scope and Limitations of Agreement



EXHIBIT A

Contract Number: BF-20585195

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.**

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").



EXHIBIT A

Contract Number: BF-20585195

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Kara Brockamp at kara.brockamp@bnsf.com, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



EXHIBIT A

Contract Number: BF-20585195

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Rolla

BNSF Railway Company

By: _____

By: _____

Name: _____

Name: _____

Asst Dir Public Projects

Accepted and effective this ____ day of _____, 20__.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance First Reading

ITEM/SUBJECT: MoDOT TAP Grant Agreement

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 9/17/20225

COMMENTARY:

Attached is an Ordinance authorizing the Mayor to enter into the included Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement.

Council authorized staff to apply for this grant in May of 2025. This agreement provides funding to replace approximately 45 non-compliant curb ramps with ADA compliant curb ramps. Staff applied to replace 77 curb ramps. The city was only awarded funds to replace 45 ramps.

The estimated cost for these improvements is \$188,000. This is a 80 percent grant with the State providing up to \$149,873.

Attached is a location map, the agreement and ordinance authorizing the project.

Staff recommends passage of the Ordinance.

ITEM NO. IV.B.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE REPLACEMENT OF APPROXIMATELY 45 ADA CURB RAMPS.

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 Transportation Alternative Funds Program Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission to construct approximately 45 curb ramps of pedestrian improvements, a copy of said agreement being attached hereto and marked Exhibit "A".

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 6th DAY OF OCTOBER 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 07/25 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 9901 ()
Award Year: FY 2025
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Rolla (hereinafter, City).

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); Title 23 United States Code (USC) §101, §106 §133; and §208 funds to be used for transportation projects. The purpose of this Agreement is to grant the use of such transportation project funds to the City.

[DRAFTER'S NOTE: Agreements for Sidewalks (DE65), Trailways (RW37), Airspace/Structures (RW28) and Monuments (RW45) shall be executed in conjunction with the Transportation Enhancements Program Agreement, if necessary.]

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement, are for the project at the following location:

45 ADA curb ramp improvements on Rolla City streets

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual if the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is

withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "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 City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City 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 MoDOT 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.

(6) 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 representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's District 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.

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

(A) Civil Rights Statutes: The City 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 (ADA) (42 USC §12101, *et seq.*). In addition, if the City 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 ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City 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 City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §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 City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City 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 City is in the exclusive possession of another who fails or refuses to furnish this information, the City 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 City 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 City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of this paragraph 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 City 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 City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

(10) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

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

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form

FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right of way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the (City's/County's/Grantee's) failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

[DRAFTER'S NOTE: Choose only one (A) option below. Option 1 and 2 may be further refined by the district to fit the situation. However, any revisions must be reviewed by CCO prior to execution. Delete the Option not chosen.]

(A) (**Option 1**) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred

by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed one hundred thousand forty nine thousand eight hundred seventy-three dollars (\$149,873.00). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and

copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials, or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 USC §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 CFR Part 26, as amended.

(24) 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.

(25) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall 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.

(26) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(27) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) 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 MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City 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.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY

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. _____

Exhibit A - Location of Project

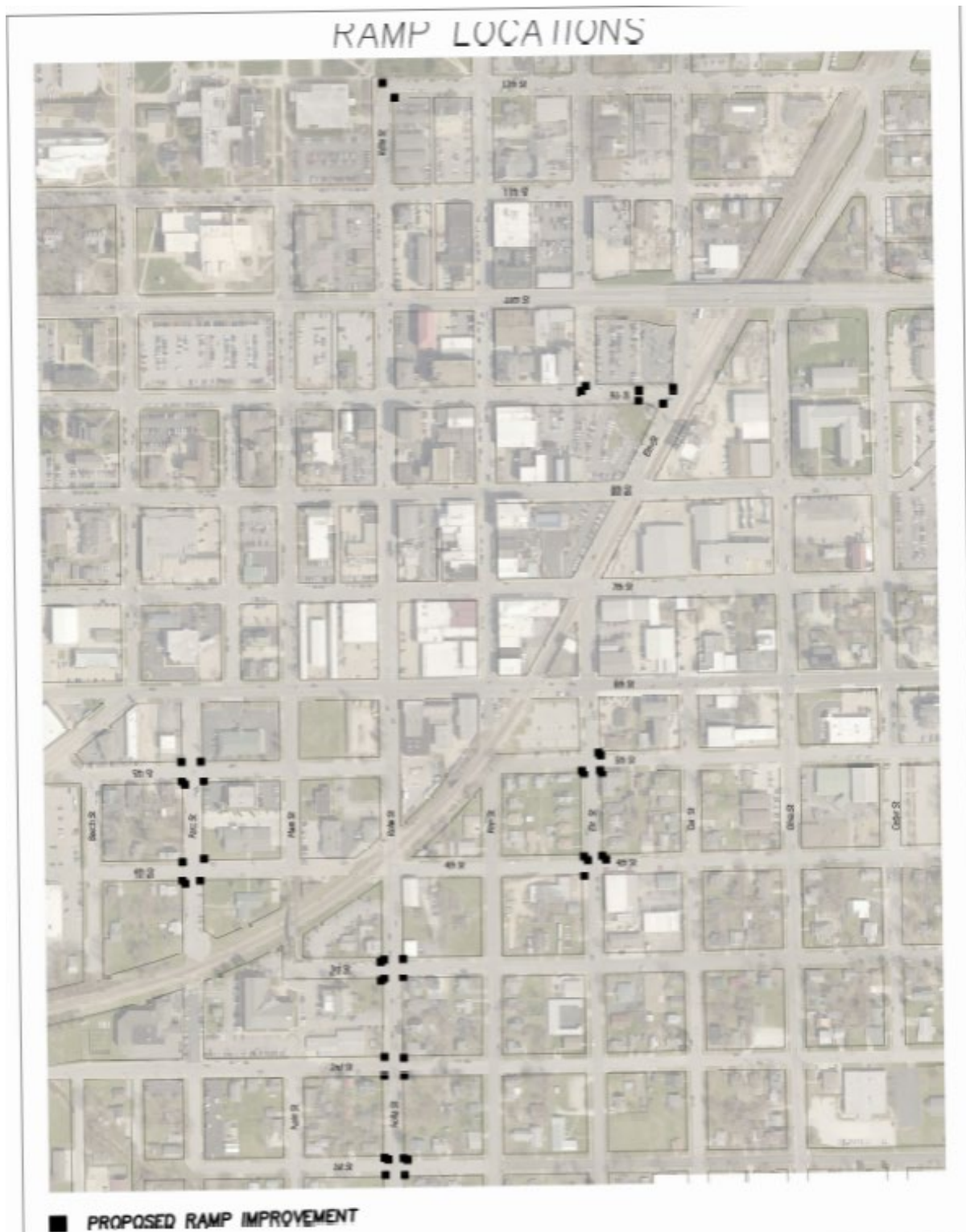


Exhibit B – Project Schedule

Project Description: TAP 9901 ()

45 ADA curb ramp improvements on Rolla City streets

Task	Date
Date funding is made available or allocated to recipient	10/1/2025
Solicitation for Professional Engineering Services (advertised)	12/11/2025
Engineering Services Contract Approved	1/1/2026
Preliminary and Right-of-Way Plans Submittal (if Applicable)	1/1/2027
Plans, Specifications & Estimate (PS&E) Submittal	4/1/2027
Plans, Specifications & Estimate (PS&E) Approval	6/1/2027
Advertisement for Letting	7/1/2027
Bid Opening	8/1/2027
Construction Contract Award or Planning Study completed (REQUIRED)	9/1/2027

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 applicable requirements of 49 CFR part 26 in the award and administration of DOT-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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

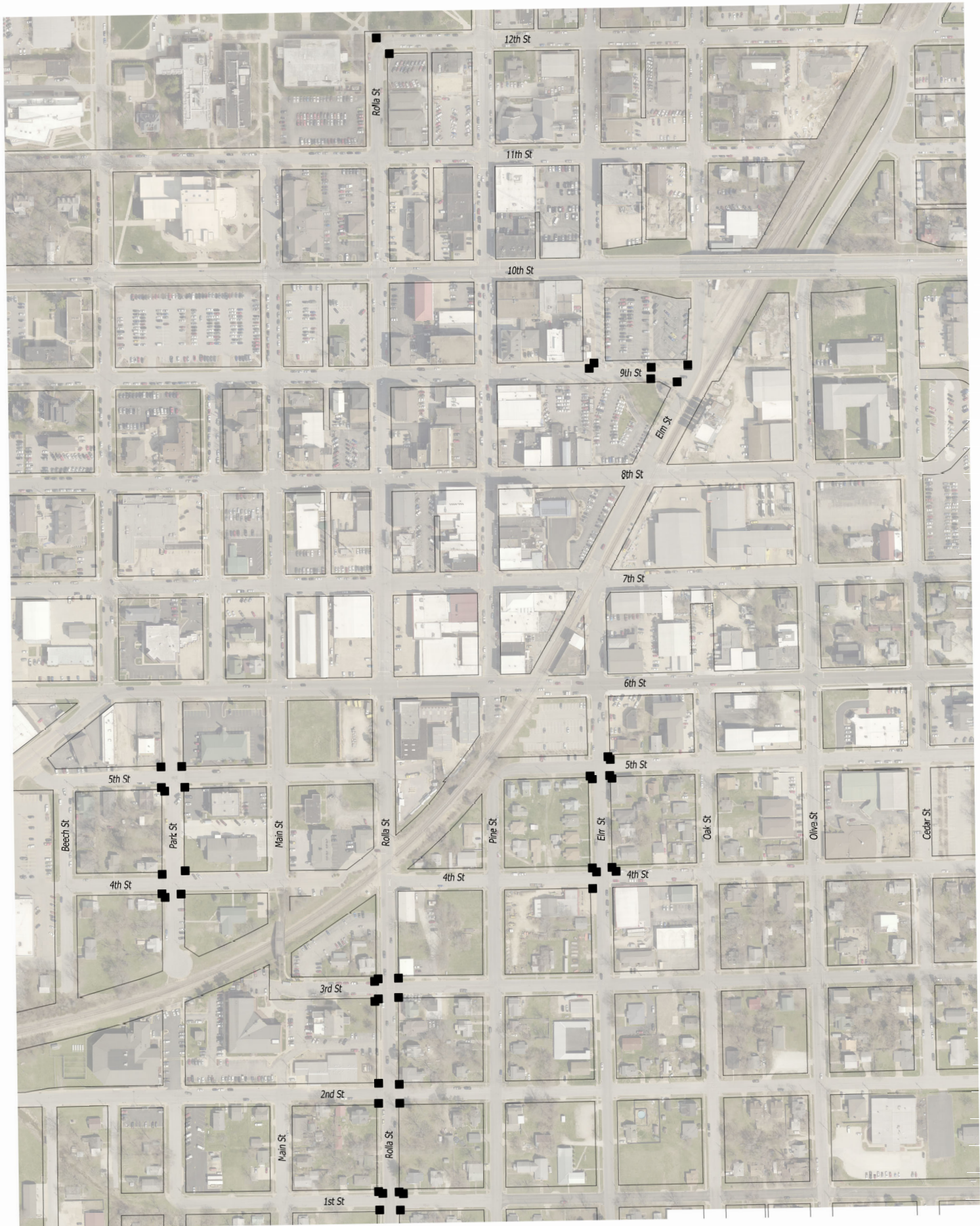
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RAMP LOCATIONS



■ PROPOSED RAMP IMPROVEMENT

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director
ACTION REQUESTED: First reading
ITEM/SUBJECT: Amending Sec. 31-3 of City Code Pertaining to Park Hours (loitering)
BUDGET APPROPRIATION: N/A DATE: September 17, 2025

COMMENTARY: This Ordinance will help reduce unwelcomed activities and vandalism in city parks and the cemetery after dark (i.e. loitering, drug use, vandalism/damage to electrical outlets, water fixtures, bathrooms, headstones and graffiti).

The current Ordinance is as follows:

Section 31-3. Loitering, etc., in public parks or playgrounds — Prohibited. It shall be unlawful for any person to enter or loiter, idle, wander, stroll, play or remain in any city park or playground during the hours **between 12:00 midnight and sunrise**.

The amended section would read:

Section 31-3. Loitering, etc., in public parks or playgrounds — Prohibited. It shall be unlawful for any person to enter or remain in any city outdoor park or playground during the hours **between sunset and sunrise**, except in areas illuminated for the purpose of nighttime activities or when Parks Department-sanctioned activities are taking place.

Recommendation: First reading of the ordinance amending Sec. 31-3 of the Rolla City Code pertaining to Loitering and Park Hours.

The Parks Advisory Commission, in its Sept. 11th meeting, reviewed and recommended this change.

Ordinance No. _____

**AN ORDINANCE TO AMEND THE CITY CODE REGARDING PARK
HOURS**

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

SECTION ONE: The City Code is hereby amended by repealing Section 31-3 and enacting one new section in lieu thereof, to read as follows:

Section 31-3. Park Hours.

It shall be unlawful for any person to enter or remain in any city outdoor park or playground during the hours between sunset and sunrise, except in areas illuminated for the purpose of nighttime activities or when Parks Department-sanctioned activities are taking place.

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

SECTION THREE: That the City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

SECTION FOUR: That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

APPROVED:

Mayor

ATTEST

City Clerk

Approved as to form:

City Counselor

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers **ACTION REQUESTED:** Motion
Finance Director

DATE: September 17, 2025 **BUDGET APPROPRIATION:** \$0.00

SUBJECT: A Motion To Award Bank Depository Services

COMMENTARY:

Attached to this commentary is a copy of the request for proposal for depository services. On Wednesday, September 3, 2025, the Finance Department received bids for bank depository services. The bids received were as follows:

	<u>Variable Rate</u>	<u>Example – Treasury 4.50%</u>
Bank of Missouri	1.00% below Treasury	Rate = 3.50%
First Community National Bank	No Bid	NA
First State Community Bank	75% of Treasury	Rate = 3.38%
Phelps County Bank	85% of Treasury	Rate = 3.82%
Town & Country Bank	No Bid	NA
US Bank	No Bid	NA

Banking services will be provided to the City of Rolla with no fees. The accounts will be awarded to Phelps County Bank for a term of four (4) years to expire in 2029.

Recommending depository services to be awarded to Phelps County Bank.

SPECIFICATIONS AND REQUEST FOR BID PROPOSAL

FOR

CITY OF ROLLA DEPOSITORY CONTRACT

PROPOSALS ARE DUE:

SEPTEMBER 3, 2025 AT 11:00 A.M.

OFFICE OF CITY CLERK

ROLLA CITY HALL

901 NORTH ELM

ROLLA, MISSOURI

SPECIFICATIONS AND REQUEST FOR BID PROPOSAL FOR
THE CITY OF ROLLA DEPOSITORY CONTRACT

I. GENERAL INFORMATION

The City of Rolla, Missouri, will accept proposals for a bank Depository Contract until 11:00 a.m. on Wednesday, September 3, 2025; in the office of the City Clerk at 901 North Elm, Rolla, Missouri, 65401. Envelopes containing bids are to be sealed and clearly marked: BID: BANK DEPOSITORY.

Current financial records are available for examination by interested bidders. For questions or additional information, please contact Steffanie Rogers, Finance Director at (573) 426-6980 / (573) 426-6982, email at srogers@rollacity.gov or at 901 North Elm, Rolla, MO 65401.

The banking institution selected as the depository shall be offered a depository contract for a four (4) year term. The City is seeking both fixed and variable rate terms.

II. BID PROCEDURES

The following bid procedures shall be utilized:

1. Upon receipt, all proposals will be taken under advisement. The City may interview bidders to obtain an accurate understanding of each bid. Any informal, defective or irregular proposal may be rejected. All proposals shall comply with the stated specifications or noted exceptions. The attached Bank Depository Proposal must be submitted.
2. The projected bid schedule is as follows:

Release of RFP	August 12, 2025
Proposal Due Date	September 3, 2025
Council Awards Contract	September 17, 2025
Commence Services	October 1, 2025
3. The Depository will be selected to receive and disburse all funds of the City, except funds specified and/or invested by competitive bid at the discretion of the City. The Depository must be chartered under existing federal and State of Missouri laws. Funds deposited must be fully secured as required by law.

III. CONTRACT REQUIREMENTS

The successful bidder shall be required to enter into a written contract with the City containing provisions for the following items:

1. The Depository shall always maintain securities as pledged collateral in an amount to equal 110% of the amount on deposit with the Depository, less the amount which is an insured deposit pursuant to the Federal Deposit Insurance Act, as amended.
2. The Depository shall maintain such collateral with a disinterested banking institution chartered under existing federal and State of Missouri laws. The Depository and the disinterested banking institution must agree to execute a Collateral Pledge Agreement which provides that the disinterested banking institution would immediately surrender the pledged collateral to the City and the City shall have the right to convert such collateral into cash and dispense it in the event the Depository shall fail to pay any City deposit, or part thereof.
3. If at any time pledged securities are not satisfactory to the City for deposits made as provided by law the City may require additional or substitute securities be pledged as are satisfactory to it.
4. Pledged securities may from time to time be withdrawn and other securities of like kind and character may be substituted with the consent of the City prior to the action. The custodian bank shall confirm in writing the receipt, substitution and release of securities to and from the custodial account.
5. Securities pledged as collateral shall be provided with safekeeping receipts to be received by the City. The City will release safekeeping receipts by signing same and forwarding to the banking institution upon request and receipt of confirmation that the substitute securities have been received by the disinterested banking institution.
6. The City shall maintain a minimum of twenty (20) interest-bearing accounts (listing upon request). The City shall have the option of creating additional accounts as required with the same interest rate as bid.
7. Below are the services requested by the City of Rolla. Please provide note compliance with each, describe any proposed changes, deviations or any additional features that would be included and any additional costs associated on the lines provided. Please reference your responses to the corresponding items in this section.

(a) Account Analysis: The cut-off date for statement purposes for these accounts will be the last banking business day of each month. A monthly statement as well as a formal account analysis statement shall be provided. The monthly bank statement will list cancelled checks in numerical order if the check number is noted on the check by magnetic character numbers. The City also requires on-line access to account information.

Do you comply? ☐ *Non Comply?* ☐

(b) Pledged Collateral: Furnish a report within ten (10) days of the close of each month, a list of collateral pledged and its market value at the time.

Do you comply? ☐ *Non Comply?* ☐

(c) Checks and Deposit Slips: The Bank under this contract shall provide imprinted deposit slips for each account.

Do you comply? ☐ *Non Comply?* ☐

(d) Wire Transfers: The bank agrees to handle the City's requests for Wire transfers of funds in an expeditious manner, regardless of whether the request is in writing, by telephone, or via terminal/web access. The City prefers to utilize an electronic system to initiate wire transfers. The Bank is to notify the City of the transfer with a credit or debit memorandum.

Do you comply? ☐ *Non Comply?* ☐

(e) ACH Transfers: The Bank will accept and initiate ACH transfers on behalf of the City.

Do you comply? ☐ *Non Comply?* ☐

(f) Direct Deposits: Payroll direct deposit is a service provided to our employees processed through the automated clearinghouse via the Bank. The City offers direct payroll deposit and has approximately 300 ACH transactions per bi-weekly payroll. The data for direct deposit shall be electronically transmitted to the bank from the City's computer on a bi-weekly basis.

Do you comply? ☐ *Non Comply?* ☐

(g) Overdrafts: The bank will pay all checks issued against the account even if payment creates an overdraft to the account. The Finance Director will be notified about any overdrafts within 24 hours of occurrence, at which time the City agrees to cover the overdraft. The City does not expect to be charged for overdrafts. The City does understand that the overdrafts will reduce the average daily balance that will affect the interest earnings.

Do you comply? ☐ *Non Comply?* ☐

(h) Stop Payments: The City requires the ability to initiate on-line stop payments through "Internet access". The City requires immediate acknowledgment that the stop payment was accepted to the Bank's system. The City does not expect to be charged for stop payments.

Do you comply? ☐ *Non Comply?* ☐

(i) Availability of Funds: The City desires that deposits that get to the bank at or before 2:00 p.m. Central Standard Time will be credited on that day's business. Any cash or checks drawn on the Bank, which are deposited into the City's account prior to 2:00 p.m. Central Standard Time must show up as collected funds on that same day. If a situation occurs where the bank fails to give the City same day credit, the City expects to be compensated at a rate equal to that which the funds would have earned in the account.

Do you comply? ☐ *Non Comply?* ☐

(j) Returned Checks/ACH: The City requires that all items returned for insufficient funds be presented for payment two (2) times. The Finance Director should be notified of all items determined to be insufficient, not limited to ACH transactions or returned checks.

Do you comply? ☐ *Non Comply?* ☐

(k) Account Detail: The Bank shall provide the City a software package or on line Internet access that will enable the City to obtain daily balances, perform stop payment and wire activity and the ability to view and print copies of all cancelled/cleared checks. This software must allow the City to contact the Bank via Internet access in order to download data from the Bank's file on the City's bank account.

Do you comply? ☐ *Non Comply?* ☐

(l) Account Reconciliation: Reporting shall be provided, listing all cleared items. The City will expect to work with the Bank's data processing staff to coordinate the production of a check issue file to match to the cleared items file for an account reconciliation procedure that will be compatible and allow upload to the City accounting software. All accounts should run based on a calendar month (1st to 30th).

Do you comply? ☐ *Non Comply?* ☐

(m) Interest Rate Earnings: Interest will be earned monthly on the average available balance. Please include an analysis of how the interest amount was derived (explain how the interest yield is based) and if a minimum balance is required for each account.

Do you comply? ☐ *Non Comply?* ☐

(n) Special Services: The City is interested in a number of areas including Electronic Data Interchange (EDI) and Financial Electronic Data Interchange (FEDI), web-browser technology and imaging. Please provide the following information:

EDI and FEDI: The City desires to improve the quality of its banking operations through the use of EDI and FEDI. Your proposed response should provide information for the listed services and an explanation of your abilities at the present time and future plans for development of EDI and FEDI.

Do you comply? ☐ *Non Comply?* ☐

Balance Reporting Module: The City desires access to web browser technology for its demand deposit accounts to enable the City to monitor its bank balance, wire transfers and stop payments.

Do you comply? ☐ *Non Comply?* ☐

Imaging: The City would like to request information on the Bank's current capabilities in regards to imaging of paid items. Any additional information that the Bank wishes to share regarding imaging capabilities and opportunities may be included in the narrative section.

Do you comply? ☐ *Non Comply?* ☐

Electronic Federal Tax Payment System (EFTPS): The City currently files payroll federal and state tax deposits through the EFTPS system and shall require coordination with these agencies and the bank for continuing access.

Do you comply? ☐ *Non Comply?* ☐

(o) Additional Services:

In the space below, please provide any additional services to be provided but that are not listed above:

9. The transfer of funds at the beginning and the end of the contract period will be made as promptly as is consistent with orderly business procedures.

10. The Depository shall agree to cooperate with the City's auditor by supplying necessary records as requested.

11. It is the responsibility of the Depository to adhere to all State of Missouri statutory provisions applicable to third class cities, in addition to furnishing securities as stipulated.

12. Please identify the customer service representative(s) who will be responsible for these accounts, as well as their hours and location(s) of availability.

13. In accordance with Missouri Revised Statute, this proposal will cover a four (4) year period and the "Request for Proposal" must be resubmitted every four (4) years.

IV. EVALUATION PROCESS

The evaluation of proposals will be conducted by City staff. Recommendation and supporting data will be submitted to the City Council for consideration at the September 17, 2025 Council meeting.

The evaluation process will involve the following criteria and the relative weight of each:

<u>Evaluation Criteria</u>	<u>Relative Weight</u>
1) Rate of return stated as a fixed percentage as referenced on the Bank Deposit Proposal.	90%
2) Amount of minimum balance or service fees required.	5%
3) Additional services offered by the proposing banking institution.	5%

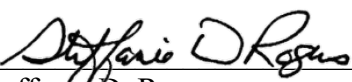
In evaluating the proposals, any additional costs incurred by the City will also be considered, such as the costs and time associated with establishing new accounts. Proposing institutions are encouraged to include a concise narrative section to further explain the proposal and any additional services offered by the institution to the City.

V. FINANCIAL INFORMATION ON BIDDER

This section lists the qualifications and criteria to be considered in evaluating the banks interested in providing the services specified in order for them to be considered for an award. Specific responses to each must be provided in the accompanying response. To be considered, an institution must:

1. Be Federal Deposit Insurance Corporation (FDIC) insured.
2. Be Federal or State of Missouri chartered, with a full service branch in Phelps County.
3. Be an on line cash and securities member of the Federal Reserve.
4. Have the capacity of providing all "Required Services".
5. Provide the latest Consolidated Report of Condition.

City of Rolla, Missouri


Steffanie D. Rogers
Finance Director

**CITY OF ROLLA
BANK DEPOSITORY PROPOSAL**

1. Acceptance of conditions.

- A. The _____ agrees to provide the services and deposit activities noted in the specifications. Services provided in addition to the specifications are noted below.
- B. The _____ agrees to provide the services and deposit activities noted in the specifications with the following exceptions:
- C. The _____ agrees to pay _____% fixed interest on the checking accounts for the full term of the agreement:
- D. The _____ agrees to pay _____% various interest on the checking accounts above or below the "Base Rate", which will be the coupon equivalent yield (CEY) on current 91-day Treasury Bills as quoted weekly in the Wall Street Journal.

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND IT TO:

**City of Rolla
Attention: City Clerk
901 North Elm
Rolla, Missouri 65401**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type